

Board Members

Joe Neves, District 1
Richard Valle, District 2 - Chairman
Doug Verboon, District 3 – Vice-Chairman
Rusty Robinson, District 4
Richard Fagundes, District 5



Staff

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

Board of Supervisors

Regular Meeting Agenda *Amended*

Date: Tuesday, May 23, 2023
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ website: <https://www.countyofkings.com>

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

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



II. EMPLOYEE RECOGNITION – Kyria Martinez/Julieta Martinez

Presentation to the Employee of the 1st Quarter of 2023.

III. UNSCHEDULED APPEARANCES

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

IV. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for May 16, 2023.
- B. Approval of the minutes from the regular meeting for May 16, 2023.

V. CONSENT CALENDAR

A. Community Development Agency:

- 1. a. Consider authorizing the purchase of a new plotter, disposal of the old plotter;
- b. Adopt the budget change. **(4/5 vote required)**

B. Fire Department:

- 1. a. Consider approving the purchase of nine thermal imaging cameras and six in-truck chargers;
- b. Authorize the Purchasing Manager to sign the purchase order;
- c. Adopt the budget change. **(4/5 vote required)**

C. Public Health Department:

- 1. Consider re-appointing six members of the Commission to two-year terms as indicated in the Kings County Ambulance Commission By-Laws.

D. Public Works Department:

- 1. Consider accepting the dedication for In-Lieu Parcel Map 22-14 (Richard E. Cody, Joyce E. Cody) into the County Maintained Mileage.

E. Sheriff's Office:

- 1. a. Consider approving the purchase of two Unmanned Aerial System Drones and Accessories;
- b. Adopt the budget change. **(4/5 vote required)**

F. Administration:

- 1. Consider denying the Claim for Damages filed by Victoria Espitia Solorio.
- 2. Consider denying the Claim for Damages filed by Maria Elena Romero.
- 3. Consider denying the Claim for Damages filed by Jacoby & Meyers, LLP on behalf of Isaac Ernesto through Ana Merlos (legal guardian).
- 4. Consider denying the Claim for Damages filed by the Law Office of Arash Khorsani on behalf of Rebecca Althea Rather, Matthew Rather, Makennah Paige Rather and Steven Scott Rather.



VI. REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Katie Arnst

1. a. Consider adopting a Resolution supporting and promoting the Kings County Sober Graduation Program;
- b. Authorize Behavioral Health to provide funds to the Sober Graduation Program in the cities of Avenal, Corcoran, Hanford, & Lemoore.

B. Community Development Agency – Chuck Kinney/Noelle Tomlinson

1. Consider approving the Memorandum of Understanding with Kings County Association of Governments, effective May 23, 2023 through December 31, 2024, to administer the Regional Early Action Planning Program funds for the multi-jurisdictional 2024-2032 Housing Element Update.
2. Consider approving the Agreement with the City of Avenal, City of Corcoran, City of Hanford, and City of Lemoore for cooperation on the multijurisdictional 2024-2032 Housing Element Update, effective May 23, 2023 until the final adoption of the multijurisdictional 2024-2032 Housing Element Update is complete.
3. Consider approving the Agreement with Realty Planners Group, Inc. for services in preparing the multijurisdictional 2024-2032 Housing Element Update, effective May 23, 2023 until final adoption of the multijurisdictional 2024-2032 Housing Element Update is complete.
4. Consider accepting the monthly report of Planning Commission's actions.

C. Administration – Kyria Martinez/Matthew Boyett

1. Consider directing staff as to the County's response to the Bureau of Indian Affairs notification seeking comment regarding any potential impacts to County operations under the proposed trust land acquisition.

VII. 10:00 AM PUBLIC HEARING

A. Administration – Kyria Martinez/Matthew Boyett

1. a. Conduct a public hearing regarding the County's Master Fee Schedule Biennial update;
- b. Introduce and waive the first reading of Ordinance #520.24 governing the County's Master Fee Schedule.

VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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- ◆ Board Correspondence
- ◆ Upcoming Events
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IX. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor’s Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy’s Association
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association
 - Prosecutor’s Association
 - Unrepresented Management
- ◆ **Significant exposure to litigation: (1 Case)**
[Govt. Code Section 54956.9 (d)(2)(e)(2)]
Threat to litigation from El Rico Groundwater Sustainability Agency
- ◆ **Conference with Real Property Negotiator: (1 Case)**
[Govt. Code Section 54956.8]
Property: Avenal Courthouse 501 E. Kings Street Avenal, CA 93204
Negotiation Parties: Kyria Martinez/Dominic Tyburski

X. ADJOURNMENT

The Regular Meeting for May 29-30, 2023 has been canceled due to Memorial Day Holiday on May 28-29, 2023. The Board will hold a Special meeting on Wednesday, May 31, 2023 at 10:00 a.m. and on Monday, June 5, 2023 at 8:30 a.m.
The next regularly scheduled meeting will be held on Tuesday, June 6, 2023 at 9:00 a.m.

XI. 11:00 AM IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY REGULAR MEETING

FUTURE MEETINGS AND EVENTS		
May 24, 25, 26	9:00 AM	Board of Equalization – Leprino Foods Company Hearing
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Administration – Kyria Martinez
Job Training Office – Julieta Martinez

SUBJECT: PRESENTATION TO THE EMPLOYEE OF THE 1ST QUARTER OF 2023

SUMMARY:

Overview:

The Board approved the formation of an Employee Recognition Committee in 1990. Every quarter, employees are nominated based on their outstanding performance and achievement in various departments. The nominations are reviewed and voted upon by the Committee. The Committee respectfully requests that the Board recognize and award the Employee of the Quarter with the presentation of a certificate and check in the amount approved by the Board.

Recommendation:

Presentation to the Employee of the 1st Quarter of 2023.

Fiscal Impact:

The recognized employee will receive \$300, which will come from the General Fund in Budget Unit 111000, Account 92102.

BACKGROUND:

This quarter's Employee of the Quarter will be Carrie Ortiz. Ms. Ortiz has worked as a Senior Employment and Training Technician with the Job Training Office since 2019. Ms. Ortiz is a dedicated employee with a great rapport with State Probation, Kings County Juvenile Center, Kings County Jail, and Kings County Probation wherein she has facilitated the success of the justice involved population. Ms. Ortiz's counseling and materials with the Community Corrections Partnership has led to serving over 300 hundred referrals over the past three years with an employment rate of 65%. Ms. Ortiz has created curriculum and training material for various workshops conducted within the Kings County Jail for incarcerated individuals helping them with resume development, interviewing skills, computer skills, and typing certificates. She has also designed workshops to serve Probation referrals in job search needs for the Day Reporting Center.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PRESENTATION TO THE EMPLOYEE OF THE QUARTER

May 23, 2023

Page 2 of 2

Ms. Ortiz has also excelled in providing juveniles at Juvenile Hall with job search tools and basic life skills which can assist them after their release. Finally, in regards to Supportive Services, Ms. Ortiz has created a “Resource Book” to assist participants seeking housing, food, medical care, and mental health.

All of Ms. Ortiz’s efforts and hard work have led to the success of these programs and a strong partnership with Kings County Probation with plans for expansion and continuance in years to follow. Ms. Ortiz has assisted many individuals to overcome their barriers, increase their self-esteem, become employed and on the road to self-sufficiency. Ms. Ortiz is an exemplary employee and not only a great asset to the Kings County Job Training Office, but also to all the justice-involved participants to which she has served. For all these reasons Ms. Ortiz has been chosen as Employee of the 1st Quarter of 2023.

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Richard Fagundes, District 5



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Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, May 16, 2023
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
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- I. 9:00 AM CALL TO ORDER
 - ROLL CALL – Clerk of the Board
 - INVOCATION – Pastor Sylvia Gaston – Koinonia Church
 - PLEDGE OF ALLEGIANCE
 - ALL MEMBERS PRESENT



II. UNSCHEDULED APPEARANCES

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Brandon Sanders, Pacific Gas & Electric representative gave an update on what the incident management team is doing regarding the flooding in the lake bottom in Corcoran and equipment being removed for the safety of the constituents and rescue personnel in the area.

Rose Mary Rahn, Kings County Public Health Director gave an update on the ending of the COVID-19 pandemic and transition process for her department.

Sarah Hacker, Kings County District Attorney gave an update to the Board on hiring issues and delegating work to fill gaps within her department.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for May 2, 2023.

ACTION: DIANE FREEMAN, COUNTY COUNSEL STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSSION AT THEIR MAY 2, 2023 MEETING.

B. Approval of the minutes from the regular meeting for May 2, 2023.

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

IV. CONSENT CALENDAR

A. Assessor/Clerk/Recorder:

1. a. Consider approving the purchase of a used vehicle from the Human Services Agency.
- b. Adopt the budget change. **(4/5 vote required)**

B. County Counsel:

1. Consider approving the advanced step hire of Michael J. Elizondo, Deputy County Counsel II, Range 245.5, Step 4, \$46.34 per hour effective on date of hire.

C. Community Development Agency:

1. Consider authorizing the advance step hire of applicant Irene Ford as a Permit Technician II Step 5 position at Salary Range 187.5.

D. District Attorney's Office:

1. a. Consider authorizing the purchase of one Glock model 45 MOS 9mm equipped with a Trijicon RMR red dot optic by retired Kings County District Attorney Investigator Jaime Ramirez for the replacement cost of \$1,097;
- b. Authorize the District Attorney's Office to purchase one Glock model 45 MOS 9mm equipped with a Trijicon RMR red dot optic to restore appropriate inventory;
- c. Adopt the budget change. **(4/5 vote required)**
2. a. Consider authorizing the Kings County Deputy Sheriff's Association to purchase one Glock model 45 MOS 9mm for the replacement cost of \$537;
- b. Authorize the District Attorney's office to purchase one Glock model 45 MOS 9mm to restore appropriate inventory;
- c. Adopt the budget change. **(4/5 vote required)**

E. Human Services Agency:

1. Consider approving the first amendment with Kings Community Action Organization to administer the Home Visiting Program through June 30, 2024. **[AGMT 22-070.1]**

F. Public Health Department:

1. Consider approving the Agreement with Heluna Health for contracted staff to provide epidemiology, laboratory, and informatics services to the Kings County Department of Public Health effective upon execution through July 31, 2023. **[AGMT 23-042]**



2. a. Consider approving the California Department of Public Health Immunization Branch, Immunization Program Local Assistance Grant Agreement retroactively effective July 1, 2022 through June 30, 2027; **[AGMT 23-043]**
- b. Adopt the budget change. **(4/5 vote required)**

G. Sheriff's Office:

1. a. Consider authorizing the Sheriff's Office to purchase two vehicles from the Human Services Agency using Kelley Blue Book's value for the vehicle cost;
- b. Adopt the budget change. **(4/5 vote required)**
2. Consider adopting a Resolution authorizing the participation in the Boating Safety and Enforcement Financial Aid Program. **[RESO 23-032]**
3. Consider approving the maintenance Agreement with IDEMA MorphoTrust USA for eight Live Scan machines. **[AGMT 23-044]**

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

V.

REGULAR AGENDA ITEMS

A. Human Services Agency – Wendy Osikafo/Monica Connor

1. Consider adopting a Resolution proclaiming the month of May 2023 as Foster Care Month in Kings County. **[RESO 23-033]**

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

B. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider adopting a Resolution containing the projects planned to be constructed in Fiscal Year 2023-24 utilizing Senate Bill 1 Funding. **[RESO 23-034]**

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

2. Consider approving the amended Agreement with Lakeside Pipeline, LLC to include an additional one mile of biogas pipeline to be constructed in the County's right-of-way. **[AGMT 20-077.1]**

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

3. Consider authorizing the Public Works Director to sign the amendment with Mark Thomas and Company, Inc., to prepare the Plans, Specifications, and Estimate package for the Kettleman City Pedestrian Bridge Project. **[AGMT 23-021.1]**

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

4. Consider adopting a Resolution authorizing the installation of a multi-way (all-way) stop at the intersection of 17th Avenue and Idaho Avenue. **[RESO 23-035]**

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

5. Consider adopting a Resolution proclaiming May 21 through May 27, 2023, as "National Public Works Week" in Kings County. **[RESO 23-036]**

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

C. Sheriff's Office – David Robinson/Rick Bradford

1. Consider adopting a Resolution designating May 17, 2023 as Peace Officers' Memorial Day, and the week of May 15 through May 21, 2023 as Police Week in Kings County with a Memorial Ceremony to be held on May 17, 2023. **[RESO 23-037]**

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

D. Administration – Kyria Martinez/Domingo Cruz

1. Consider approving the second amendment with the CrisCom Company for state legislative lobbying services from July 1, 2023 to June 30, 2024. **[AGMT 21-062.2]**

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

2. Receive information on launch of County Social Media Platforms.

THE BOARD RECEIVED INFORMATION AND NO OFFICIAL ACTION WAS TAKEN.



VI. STUDY SESSION

A. Administration – Kyria Martinez/Matthew Boyett

1. Hold a study session regarding the County’s Master Fee Schedule Biennial update.

The Board received information and approved the addition of one fee that was not included in the draft to the Community Development Agency list for the cost of a returned check.

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that he continues to engage in flooding issues, attended the Day of Prayer event, attended the Avenal Old Timer’s Spaghetti dinner, was a judge for the 4-H program competition in Corcoran, attended the West Hill College paramedic meeting and thanked everyone who worked on the Employee Recognition Barbecue event, cooked for the Kings County Office of Education breakfast , completed announcing at the 2023 Lemoore High School softball season, attended the Carnegie Museum reception for the current exhibit “Retalhos: A Portuguese History of Kings County”, attended the Emergency Operations Center flooding briefing and attended the Kings County Homelessness Collaborative meeting.

Supervisor Fagundes stated that the Employee Recognition Barbecue event went smoothly and thanked everyone who worked on the event.

Supervisor Verboon thanked everyone who worked on the Employee Recognition event, thanked Central Valley Meat for the donation for the event and stated that he attended the City County Coordinating Conference hosted by the City of Hanford.

Supervisor Robinson stated that he worked at the Employee Recognition Barbecue, met with Michelle Brown from Main Street Hanford, attended the Rural Counties Rural Caucus meeting, and attended the Kings/Tulare Area Agency of Aging meeting.

Supervisor Valle thanked everyone who has been working on the current flooding issues, through the Emergency Operation Center. He stated that the Corcoran City Council worked diligently to get a process in place to remove the homeless encampments from John Muir Park in Corcoran and to get those who wanted help connected and commended everyone who was part of that project.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received a Resolution in the Matter of a Conditional Use Permit regarding Foster farms that came before the Kings County Planning Commission. The Board received a Notice of Non-Gaming Land Acquisition Application from the Us Department of the Interior received May 4, 2023.**
- ◆ **Upcoming Events: Kyria Martinez stated the Kings County Sheriff’s Office will be hosting the Peace Officer Memorial Ceremony on Wednesday, May 17, 2023 at 10:00 a.m. in the Government Center Courtyard. Reef-Sunset Unified School District will host its Mental Health & Wellness Resources Fair on Wednesday, May 17, 2023 from 3:00 p.m. – 6:00 p.m. at Avenal Elementary School located at 500 S. 1st Avenue in Avenal. Hanford Chamber will host its Annual Women in Business Networking Event on Wednesday, May 17, 2023 from 5:00 p.m.-6:00 p.m. at the Plan B Taphouse located at 129 W. 5th Street in Hanford. The Kings County Senior Volunteer Fair is May 18, 2023, at 9:30 a.m. at the KCAO main office, 1130 N. 11th Avenue in Hanford. The Central Valley Blood bank will have their buses on campus for our employee blood drive this Thursday, May 18, 2023 from 9:00 a.m.- 1:00 p.m. Sign ups are full but anyone can walk up. Kings County Commission on Aging is hosting its 5th annual Senior Health Fair on Friday, May 26, 2023 from**



9:00 a.m. to 1:00 p.m. at the Hanford Civic Auditorium. There will be a free Pancake Breakfast from 9:00 a.m. – 10:00 a.m.

- ◆ Information on Future Agenda Items: **Kyria Martinez stated that the following items would be on a future agenda: Administration - Public Hearing and First Reading of the Ordinance – Master Fee Schedule Biennial Update, Amendment to Blue Shield Agreement., Agreement with Compass Health Administrators, Presentation to the Employee of the 1st Quarter of 2023, seven different Claims for damages, Notice of Non-Gaming Land Acquisition Application; Behavioral Health - adopt a resolution for Sober Graduation Program; Community Development Agency - 2024-2032 Housing Element Update Multijurisdictional 2024-2032 Housing Element Update; Fire Department - Purchase of Nine (9) Imaging Cameras and Six (6) In-truck Chargers; Public Health Department - appointments to the Kings County Ambulance Commission; Public Works Department - In-Lieu Parcel Map Dedication notice to award for the Board Chambers Improvement project; Sheriff’s Office -Purchase of Two (2) Unmanned Aerial System Drones.**

VIII. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]
 Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore**
 - General Unit - CLOCEA
 - Supervisor’s Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy’s Association
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association
 - Prosecutor’s Association
 - Unrepresented Management
- ◆ **Personnel Matter: [Govt Code Section 54957]
 Public Employee Appointment: County Administrative Officer**
- ◆ **Personnel Matter: [Govt Code Section 54957]
 Public Employee Appointment: Chief Probation Officer**
- ◆ **Workers Compensation: (1 Case) [Govt. Code Section 54956.95]**
- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]**

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, May 23, 2023 at 9:00 a.m.

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

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

FUTURE MEETINGS AND EVENTS

May 23	9:00 AM	Regular Meeting
May 24, 25, 26	9:00 AM	Board of Equalization – Leprino Foods Company Hearing
May 29	-	Regular Meeting Canceled due to Memorial Day Holiday on May 28
June 6	9:00 AM	Regular Meeting
June 13	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Community Development Agency –Chuck Kinney

SUBJECT: BUDGET TRANSFER/NEW APPROPRIATION

SUMMARY:

Overview:

The plotter that the Community Development Agency (CDA) uses to print maps with has broken and now needs to purchase a replacement plotter. The CDA requests that the Board approve a budget transfer of Fiscal Year 2022-2023 funds into a fixed asset account and authorize the purchase of a new plotter.

Recommendation:

- a. Authorize the purchase of a new plotter, disposal of the old plotter;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

None: The CDA has remaining funds within account number 92058 of its Fiscal Year 2022-2023 Budget which can pay for the total expense of the new plotter. If approved this action would move the funds for this purchase from the general operating budget to a fixed asset account.

BACKGROUND:

The Information Technology Department has inspected the Community Development Agency's plotter and determined that it has suffered a critical failure and needs to be replaced. The IT Department has solicited three bids to replace the plotter and the total price of the new plotter came to \$8,629, which qualifies this piece of equipment as a fixed asset. The Community Development Agency requests that the Board of Supervisors authorize the purchase of the new plotter and authorize the disposal of the old plotter. In order to fund this purchase it is also recommended that the Board of Supervisors authorize the attached Budget Transfer/Appropriation form, which will move the funds from the aforesaid budget unit and place the funds into the fixed asset account.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
	CDA	Equipment		270000	94000	8,629
					TOTAL	8,629

Funding Sources:

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
	CDA	R&L Software		279000	92057	8,629
					TOTAL	8,629

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
	CDA	R&L Software		279000	92057	8,629
					TOTAL	8,629

Transfer To:

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
	CDA	Equipement		270000	94000	8,629
					TOTAL	8,629

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

Auditor Approval

Lydia Martinez

Department Head

Chuck King

CAO Approval

Board Approval



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Fire Department – William Lynch/Abraham Valencia

SUBJECT: PURCHASE OF NINE THERMAL IMAGING CAMERAS AND SIX IN-TRUCK CHARGERS

SUMMARY:

Overview:

The Kings County Office of Emergency Services is requesting approval to purchase nine thermal imaging cameras and six in-truck chargers from W.S. Darley & Company.

Recommendation:

- a. Approve the purchase of nine thermal imaging cameras and six in-truck chargers;
- b. Authorize the Purchasing Manager to sign the purchase order;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to General Fund. The purchase amount of \$52,368 shall be funded from the Fire Fund, Office of Emergency Services Budget Unit 243000. These funds were originally budgeted in the Fire Department’s Small Tools and Instruments Account (92062) in Budget Unit 241000. The Office of Emergency Services is requesting to transfer the funds from the Fire Department’s budget to the Office of Emergency Services Fixed Assets Account (94000). The Emergency Management Performance Grant will reimburse the Fire Department for half of the cost of the cameras in the amount of \$26,184, with the other half of the purchase price being the required cash-match borne by the department.

BACKGROUND:

The Office of Emergency Services (OES) annually receives the Emergency Management Performance Grant, a federal grant, which passes through the State of California down to the local operational areas. The goal of this grant is to provide funding for emergency management staff, as well as training and equipment in support of

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PURCHASE OF NINE THERMAL IMAGING CAMERAS AND SIX IN-TRUCK CHARGERS

May 23, 2023

Page 2 of 2

local operational area emergency management goals and functions. With the purchase of thermal imaging cameras, the OES will be able to assist all fire departments within the county by having this equipment made available for their use, including law enforcement as well. Thermal imaging cameras are a useful tool not only during search and rescue missions but also during investigations. With the use of the infrared tool the camera can detect any object through heat, which widens the use of the equipment.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Fire	OEM	Equipment	300120	243000	94000	52,368
Fire	Fire	Small Tools and Inst.	300120	241000	92062	52,368
TOTAL						104,736

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Fire	OEM	Other Revenue	300120	243000	88025	52,368
Fire	Fire	Other Revenue	300120	241000	88025	26,184
TOTAL						78,552

(B) Budget Transfer:

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

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

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

Dept. of Finance Approval _____ Department Head *William Payne*

Administration Approval *Matthew...* Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn

SUBJECT: APPOINTMENTS TO THE KINGS COUNTY AMBULANCE COMMISSION

SUMMARY:

Overview:

The Kings County Ambulance Commission (KCAC) was created in 1995, when an Exclusive Operating Area was created for Emergency Ambulance Service and Advanced Life Support (paramedic) Ambulance Service. The duties of the Commission are advisory and involve oversight of the provider (currently American Ambulance), assessing liquidated damages, and making recommendations on matters of performance and the terms and conditions of the agreement to the Central California Emergency Medical Service (EMS) Agency, the Department of Public Health, and the Board of Supervisors.

Recommendation:

Re-appoint six members of the Commission to two-year terms as indicated in the Kings County Ambulance Commission By-Laws.

Fiscal Impact:

None.

BACKGROUND:

The Kings County Ambulance Commission (KCAC) is comprised of representatives from each of the four participating cities (Avenal, Corcoran, Hanford, and Lemoore), two representatives from the County, one hospital representative, and a representative from the Kings County Medical Society (a.k.a. Local Physician representative). Representatives are nominated by each member organization and appointed to a two-year term by the Board of Supervisors.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPOINTMENTS TO THE KINGS COUNTY AMBULANCE COMMISSION

May 23, 2023

Page 2 of 2

The proposed action is to re-appoint six of the Commission members to two-year terms with an expiration date of June 2025. This will allow the appointments to remain staggered which is a desired strategy so the Commission can maintain historical knowledge when new members are appointed.

The recommended nominee's and current listing of the KCAC members are as follows:

KINGS COUNTY AMBULANCE COMMISSION

Recommended Appointments

Recommended Appointments Organization	Primary Representative	Current Term Expiration	Alternate	Current Term Expiration
Recommended Re-appointments				
City of Corcoran	Gary Cramer	Jun-23	Reuben Shortnacy	Jun-23
City of Lemoore	Michael Kendall	Jun-23	Margarita Ochoa	Jun-23
Kings County	William Lynch	Jun-23	Josh Cunningham	Jun-23
Unexpired Appointments				
City of Avenal	David Tapia	Jun-24	Vacant	Jun-24
City of Hanford	Steve Pendergrass	Jun-24	Tom McKean	Jun-24
Kings County	David Dodd	Jun-24	Chris Barsteceanu	Jun-24
Local Hospital	Jennifer Sheldon	Jun-24	Lieslle Sprague, RN	Jun-24
Local Physician	Vacant	N/A	Vacant	N/A



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

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

SUBJECT: IN-LIEU PARCEL MAP 22-14 DEDICATION

SUMMARY:

Overview:

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

Recommendation:

Accept the dedication for In-Lieu Parcel Map 22-14 (Richard E. Cody, Joyce E. Cody) into the County Maintained Mileage.

Fiscal Impact:

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

BACKGROUND:

As defined in the County of Kings Improvement Standards, a division of land is defined as division requiring a Tentative Map, Tentative Parcel Map, Final Map, In-Lieu Parcel Map as described in section 66426 of the Subdivision Map Act. The owners of the parcel to be subdivided, (Richard E. Cody, Joyce E. Cody) were required to dedicate additional right-of-way along the frontage of 13th Avenue as a condition of approval of this land division, to the minimum 30-foot half width (60-foot total right of way for roads) required by the Kings County Improvement Standards. This land division is located on 13th Avenue north of Fargo Avenue. Community Development has reviewed the landowners request for division to ensure orderly development and to insure public health and safety as per the resolution.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: PURCHASE OF TWO UNMANNED ARIAL SYSTEM DRONES

SUMMARY:

Overview:

The Kings County Sheriff's Office requests approval to purchase two Unmanned Aerial System Drones and Accessories.

Recommendation:

- a. Approve the purchase of two Unmanned Aerial System Drones and Accessories;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The total cost, not to exceed \$15,000 will be paid from the Sheriff Operations Budget 222000, Capital Asset account, 94000. Funding for this purchase is from a savings in the Radio Communications Budget 220600, Maintenance – Equipment account, 92019.

BACKGROUND:

Due to record rainfall events during 2022 and 2023, Kings County continues to experience tremendous flooding events throughout County waterways. Moving forward into the Spring and Summer months, Kings County expects an additional record-breaking snow melt causing water runoff to significantly impact our already near capacity waterways. The Kings County Sheriff's Office will continue to monitor the flooding. Due to this flooding, the Sheriff's Office has been inundated with vehicles and their occupants being stranded in the flood waters. There is the potential the Kings River could breach causing massive flooding and potential loss of life. Though these waterways are treacherous and closed to recreational activities, there is a high likelihood during the hot months of summer, people will risk the dangers and find themselves in need of immediate rescue.

The Kings County Sheriff's Office currently has four Unmanned Aerial System (UAS) drones which are

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PURCHASE OF TWO UNMANNED ARIAL SYSTEM DRONES

May 23, 2023

Page 2 of 2

deployed to assist with flooding and rescues. The drones were purchased in 2020 and are now becoming outdated, as newer technology has advanced.

The Sheriff's Office would like to purchase two DJI Mavic 3 Thermal drones which currently have the most advanced FLIR system equipped on a DJI product. This drone is extremely compact and lightweight, it can be quickly unfolded and deployed at a moment's notice, and it is capable of up to 45 minutes of flight time. The Mavic 3 Thermal features wide-angle, telephoto, and thermal lenses. The wide lens is ideal for taking expansive shots and rapid surveying and the thermal camera makes it easier to carry out inspections and search and rescue missions. With the new drones the Kings County Sheriff's Office would be able to access different incidents effectively and safely. It will allow the Sheriff's Office to assess potential weak spots in the Kings River prior to a levee breach. The higher quality camera and video footage would also allow surveillance with speed and complete mapping missions with extraordinary efficiency without the need for ground units. There have been multiple scenarios during the floods in which Deputy vehicles could not drive out to a stranded motorist. In this case a drone could be flown out to them to assure they are not in further danger. Nighttime missions are always the biggest risk and most difficult challenges. This drone would provide thermal capabilities consisting of temperature measurement, high temperature alerts, color palettes, and isotherms helping us find our targets and make quick decisions. When every minute counts this drone could make all the difference is saving someone's life.

Any use of a UAS drones will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

Shopping Cart

You added DJI Mavic 3 Thermal (Care Basic) to your shopping cart.

Item	Price	Qty	Subtotal
 <p>DJI Mavic 3 Thermal (Care Basic) DJI Mavic 3 Thermal: 1 x DJI Mavic 3 Thermal \$5,248.00 DJI Care Enterprise Basic (Mavic 3T): 1 x DJI Care Enterprise Basic (Mavic 3T) \$250.00 Add DJI Mavic 3 Enterprise Speaker: 1 x DJI Mavic 3 Enterprise Speaker \$159.00 Add DJI Mavic 3 Enterprise Battery Kit: 1 x DJI Mavic 3 Enterprise Battery Kit \$659.00 Add DJI Mavic 3 Enterprise Battery Charging Hub (100W): 1 x DJI Mavic 3 Enterprise Battery Charging Hub (100W) \$99.00 Add extra DJI Mavic 3 Enterprise Propellers (Pair): 1 x DJI Mavic 3 Enterprise Propellers \$19.00</p>	\$6,434.00	1	\$6,434.00



Update Shopping Cart

Summary

Estimate Shipping and Tax	
Subtotal	\$6,434.00
Shipping (Will-Call Pickup in Los Angeles - Free)	\$0.00
Tax	\$0.00
Order Total	\$6,434.00

Proceed to Checkout

Pay with link

amazon pay USE YOUR AMAZON ACCOUNT

Share Shopping Cart

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

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

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						\$0

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						\$0

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TO BE TRANSFERRED OUT
General	Radio Communications	Maint - Equip	100000	220600	92019	\$15,000
TOTAL						\$15,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
General	Sheriff Operations	Capital Assets	100000	222000	94000	\$15,000
TOTAL						\$15,000

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

To purchase two unmanned aerial systems (drones) for Flood and waterways response.

Dept. of Finance Approval _____

Department Head  _____

Administration Approval  _____

Board Approval _____

BOS meeting date _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots
SUBJECT: CLAIM FOR DAMAGES FILED BY VICTORIA ESPITIA SOLORIO

SUMMARY:

Overview:

Upon receipt of the Claim for Damages, the Administration Department investigated the allegations of the claimant and determined that there is immunity to the County of Kings for this incident.

Recommendation:

Deny the Claim for Damages filed by Victoria Espitia Solorio.

Fiscal Impact:

There is no fiscal impact with this action.

BACKGROUND:

On January 25, 2023, a Claim for Damages was filed by Victoria Espitia Solorio claiming that County property caused damage to the claimant's property. After investigation of the claim, it was determined that the alleged incident was out of the County's control and, in insurance terms, is called an "Act of God" as the County cannot control the weather. Pursuant to Government Code section 912.6, staff recommends the Board find that the claim is without merit and deny the claim.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots
SUBJECT: CLAIM FOR DAMAGES FILED BY MARIA ELENA ROMERO

SUMMARY:

Overview:

Upon receipt of the Claim for Damages, the Administration Department investigated the allegations of the claimant and determined that there is immunity to the County of Kings for this incident.

Recommendation:

Deny the Claim for Damages filed by Maria Elena Romero.

Fiscal Impact:

There is no fiscal impact with this action.

BACKGROUND:

On April 12, 2023, a Claim for Damages was filed by Maria Elena Romero. After investigation of the claim, it was determined that the alleged incident was out of the County's control and, in insurance terms, is called an "Act of God" as the County cannot control the weather. Pursuant to Government Code section 912.6, staff recommends the Board find that the claim is without merit and deny the claim.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots

SUBJECT: CLAIM FOR DAMAGES FILED BY JACOBY & MEYERS, LLP ON BEHALF OF ISAAC ERNESTO THROUGH ANA MERLOS (LEGAL GUARDIAN)

SUMMARY:

Overview:

Upon receipt of the Claim for Damages, the Administration Department investigated the allegations of the claimant's and determined that the alleged incident did not occur within the jurisdiction of County of Kings.

Recommendation:

Deny the Claim for Damages filed by Jacoby & Meyers, LLP on behalf of Isaac Ernesto through Ana Merlos (legal guardian).

Fiscal Impact:

There is no fiscal impact with this action.

BACKGROUND:

On January 17, 2023, a Claim for Damages was filed by Jacoby & Meyers, LLP on behalf of Isaac Ernest through Ana Merlos (legal guardian) claiming a vehicle hit the claimant causing sever bodily injuries and other damages allegedly caused by the acts and omissions of Martin Luther King Jr. Elementary School, the Hanford Elementary School District, City of Hanford, County of Kings, and/or the State of California. After investigation of the claim, it was determined that the County has no jurisdiction over the location of the incident. Pursuant to Government Code section 912.6, staff recommends the Board find that the claim is without merit and deny the claim.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots

SUBJECT: CLAIM FOR DAMAGES FILED BY THE LAW OFFICE OF ARASH KHORSANI ON BEHALF OF THE STEVEN SCOTT RATHER FAMILY

SUMMARY:

Overview:

Upon receipt of the Claim for Damages, the Administration Department investigated the allegations of the claimant and believe this is not a case of liability upon the County of Kings.

Recommendation:

Deny the Claim for Damages filed by the Law Office of Arash Khorsani on behalf of Rebecca Althea Rather, Matthew Rather, Makannah Paige Rather and Steven Scott Rather.

Fiscal Impact:

None with this action.

BACKGROUND:

On March 20, 2023, a Claim for Damages was filed by the Law Office of Arash Khorsani on behalf of Rebecca Althea Rather, Matthew Rather and Makannah Paige Rather claiming their decedent, Steven Scott Rather, was involved in a motor vehicle collision that resulted in his wrongful death due to inadequate traffic controls and signage. After investigation of the claim, it is not believed this to be a case of liability upon the County of Kings. Pursuant to Government Code section 912.6, staff recommends the Board find that the claim is without merit and deny the claim.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Behavioral Health – Lisa Lewis/Katie Arnst

SUBJECT: SOBER GRADUATION PROGRAM RESOLUTION

SUMMARY:

Overview:

The Sober Graduation Program is proven to be an effective tool for drastically reducing alcohol related automobile accidents and incidents of violence involving high school students during the graduation period. In Kings County, as well as in thousands of high schools nationwide, students participate in these all-night events with food, soft drinks, entertainment, and prizes.

Recommendation:

- a. Adopt a resolution supporting and promoting the Kings County Sober Graduation Program;
- b. Authorize Behavioral Health to provide funds to the Sober Graduation Program in the cities of Avenal, Corcoran, Hanford, & Lemoore.

Fiscal Impact:

There is no impact to General Fund. Funds of \$500 each for 12 area schools, a total of \$6,000 for the Sober Graduations are included in the Fiscal Year 2022-23 Adopted Budget in Budget Unit 422100 (Alcohol and Other Drug Programs).

BACKGROUND:

Sober Graduation has been a cornerstone of celebration for high school graduates and parents throughout California and nationwide. Across California, Sober Graduation events continue to greatly diminish the number of teenage drivers involved in alcohol-related automobile accidents and incidents of violence during the May thru June graduation period. Kings County communities continue to benefit when parents, civic and social groups, service clubs, government agencies, and other public and private organizations unite to support a program with such positive and life saving values.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SOBER GRADUATION PROGRAM RESOLUTION

May 23, 2023

Page 2 of 2

The 2023 renewal of Sober Graduation in Kings County supports around 1739 graduating seniors in 12 area high schools including: Avenal High School, Corcoran High School, Kings Lake Education Center, Hanford High School, Hanford West High School, Hanford Community Day, Earl F. Johnson, Sierra Pacific, Lemoore High School, Lemoore Online College Prep High School, Lemoore HS Alternative Education, and Lemoore Middle College High School.

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

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

IN THE MATTER OF SUPPORTING AND
PROMOTING “SOBER GRADUATION”
ACTIVITIES IN KINGS COUNTY HIGH SCHOOLS /

RESOLUTION NO. _____

WHEREAS, both drug and alcohol related impaired driving and incidents of violence are among the leading causes of injury and death for teenagers in the United States; and

WHEREAS, the program known as “Sober Graduation” has become a cornerstone of celebration for high school graduates and parents throughout California; and

WHEREAS, it benefits the community when parents, civic and social groups, service clubs, government agencies and other public and private organizations unite to support a program with such positive and life-saving values; and

WHEREAS, the 2023 renewal of the Sober Graduation effort can once again be a major factor in preventing teenagers from being involved in both drug and alcohol related incidents of impaired driving and violence during the May thru June graduation period.

NOW, THEREFORE BE IT RESOLVED that the Kings County Board of Supervisors hereby declares its support of the Sober Graduation program in Kings County. The Kings County Board of Supervisors encourages all students, graduates, classmates, parents, friends, and all public and private organizations in the county to support and promote Sober Graduation activities and events.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held this 23rd day of May, 2023 by the following vote:

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

Chairman, Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 23rd day of May 2023.

Catherine Venturella, Clerk to the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Community Development Agency – Chuck Kinney/Noelle Tomlinson

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH KINGS COUNTY ASSOCIATION OF GOVERNMENTS FOR REGIONAL EARLY ACTION PLANNING PROGRAM FUNDING

SUMMARY:

Overview:

The California Department of Housing and Community Development has provided funds to local public agencies as part of the Regional Early Action Planning Program to conduct planning activities for housing-related initiatives. The San Joaquin Valley Regional Early Action Planning Committee signed a regional Memorandum of Understanding to facilitate the sub-allocation of the funds to local jurisdictions, including Kings County Association of Governments, which will administer the grant allocation locally. Kings County Association of Governments will work with Kings County to support the local planning efforts to update the multi-jurisdictional Housing Element for the 2024-2032 planning period through Regional Early Action Planning Program funds.

Recommendation:

Approve the Memorandum of Understanding with Kings County Association of Governments, effective May 23, 2023 through December 31, 2024, to administer the Regional Early Action Planning Program funds for the multi-jurisdictional 2024-2032 Housing Element Update.

Fiscal Impact:

The estimated available funds being suballocated by Kings County Association of Governments for the multi-jurisdictional 2024-2032 Housing Element Update is \$311,858. In the event that Regional Early Action Planning (REAP) funds do not fully cover costs, the remaining balance will be divided among Kings County and the Cities of Avenal, Corcoran, Hanford, and Lemoore based on each jurisdiction's percentage of total population.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING WITH KINGS COUNTY ASSOCIATION OF GOVERNMENTS FOR REGIONAL EARLY ACTION PLANNING PROGRAM FUNDING

May 23, 2023

Page 2 of 2

BACKGROUND:

The California Department of Housing and Community Development (HCD) has made available \$125 million in local government planning support grants to regional entities and working groups as outlined by California Government Health and Safety Code Section 50515.02 (attached as Exhibit A), called the REAP Program. The San Joaquin Valley Regional Early Action Planning Committee for Housing (“Committee”) is a working group under Section 50515.02, and its members are: Fresno Council of Governments, Kern Council of Governments, Kings County Association of Governments, Madera County Transportation Commission, Merced County Association of Governments, San Joaquin Council of Governments, Stanislaus Council of Governments, and Tulare Council of Governments. On August 14, 2020, HCD approved \$10,218,830 as the portion of the funds for the Committee to allocate to its members through a Regional Memorandum of Understanding, which named the Kings County Association of Governments (KCAG) as administrator of the local grant allocation of \$480,807 for housing-related planning activities in Kings County.

Pursuant to Government Code Section 65580 (Exhibit B) et seq, the Housing Element of the 2035 Kings County General Plan is required to be updated in cycles of eight years, and the next cycle is for the planning period 2024-2032. As in the previous Housing Element cycles, Kings County and the Cities of Avenal, Corcoran, Hanford, and Lemoore have worked together to create a multijurisdictional Housing Element that addresses housing-related development and issues in the individual Cities as well as the unincorporated County for a cohesive and collective regional housing plan for all of Kings County.

The Memorandum of Understanding (MOU) presented will allocate REAP funds for the costs of preparing the multijurisdictional 2024-2032 Housing Element Update (“Update”), including hiring a consultant, which is considered an eligible housing planning activity for these funds. REAP funds are one-time funds for housing planning that must be expended by December 31, 2024, the date that this MOU will terminate. The estimated available funds to be suballocated for this purpose is \$311,858. In the event that this amount is not sufficient to cover the costs of the Update, an Agreement between Kings County and the four City jurisdictions (Cities of Avenal, Corcoran, Hanford, and Lemoore) shall state that each jurisdiction will be responsible to pay for their share of the additional costs, with the shares divided proportionately to each jurisdiction’s population (Exhibit C). The Kings County Community Development Agency will provide staff support to the agreed-upon consultant, lead communications between all parties, and conduct administrative duties for the Update.

The Memorandum of Understanding has been reviewed and approved by County Counsel as to form.

Attachments:

Exhibit A – Health & Safety Code 50515.02

Exhibit B – Government Code 65580

Exhibit C – Population Percentages by Jurisdiction

**MEMORANDUM OF UNDERSTANDING
REGARDING
COUNTY OF KINGS
REGIONAL EARLY ACTION PLANNING FUNDS**

This Memorandum of Understanding (“MOU”), effective as of May 23 , 2023 is made and entered into by and between KINGS COUNTY ASSOCIATION OF GOVERNMENTS, a Joint Powers Authority established under California Government Code section 6500, *et seq.* (“KCAG”) and the COUNTY OF KINGS (“Sponsor”) (collectively, “Parties”).

RECITALS

WHEREAS, the California Department of Housing and Community Development (“HCD”) has provided funds to local public agencies as part of the Regional Early Action Planning (“REAP”) Program; and

WHEREAS, REAP Program funds may be used to conduct planning activities that will accelerate housing production and housing-related initiatives; and

WHEREAS, the REAP funds have been made available to the Central Valley region through the San Joaquin Valley REAP Committee on behalf of the Fresno Council of Governments, the Kern Council of Governments, KCAG, the Madera County Transportation Commission, the Merced County Association of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, and the San Joaquin Council of Governments; and

WHEREAS, members of the San Joaquin Valley REAP Committee signed a regional Memorandum of Understanding (“RMOU”) to facilitate the further sub-allocation of the funds to local jurisdictions. A copy of the RMOU is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the RMOU has delegated the responsibility to KCAG for administration of the grant allocation locally, and KCAG has established the procedures and processes necessary to fulfill that responsibility; and

WHEREAS, KCAG desires to work with Sponsor to support the local housing planning efforts of its constituent agencies (City of Avenal, City of Corcoran, City of Hanford, City of Lemoore, and County of Kings) through the use of REAP Program funds.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties agree as follows:

AGREEMENT

1.1 Project Description. The project descriptions, scope of work, delivery schedule, and the anticipated timing for release of REAP funds are specified in **Exhibit B** and incorporated herein by this reference (the “Project”).

1.2 Change In Project Scope. A change in the Project Scope of Work as described in Exhibit B may not be implemented until it has been approved in writing by KCAG.

1.3 Eligible Reimbursement Costs. Eligible reimbursement costs shall be the same as defined by HCD statutes, rules and regulations.

1.4 Use of Funds. Sponsor shall use REAP funds consistent with the Project Scope of Work as described in Exhibit B or as approved by KCAG pursuant to Section 1.2.

1.5 Timely Use of Funds. REAP funds are one-time, housing planning funds that must be expended no later than December 31, 2024. KCAG staff will monitor Sponsor's expenditures on an annual basis to minimize the risk of losing funds that are intended to benefit the region. If expenditures appear to be behind schedule, Sponsor agrees to work with KCAG to establish a schedule to expend funds or to determine whether to reprogram funds to maximize the regional benefit. The Parties agree that, to meet the State expenditure deadline and to submit required reporting and invoicing timely, all REAP funds shall be expended by August 31, 2024.

1.6 Completion of Project. Sponsor shall be responsible for the timely completion of the Project and to provide management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with Exhibit B.

1.7 Invoices and Progress Reports. Sponsor shall submit to KCAG an invoice and progress report monthly reflecting all expenses incurred up to the date of submission for eligible activities conducted during the MOU period.

1.8 Termination of MOU. The Parties agree that this MOU will terminate on December 31, 2024, unless modified in writing and signed by both Parties prior to that date.

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



Terri King, Executive Director
Kings County Association
of Governments

May 5, 2023
Date

Richard Valle, Chairman
Kings County Board of Supervisors

Date

APPROVED AS TO FORM:



General Counsel
Kings County Association
of Governments

May 4, 2023

Date

APPROVED AS TO FORM:



County Counsel
County of Kings

May 9, 2023

Date

EXHIBITS:

Exhibit A- San Joaquin Valley RMOU
Exhibit B- Project Scope of Work

EXHIBIT A

SAN JOAQUIN VALLEY REAP COMMITTEE
REGIONAL MOU

AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN VALLEY REGIONAL EARLY ACTION PLANNING COMMITTEE
FOR HOUSING

This Amendment to Agreement (hereinafter "Amendment No. 1 to MOU") amends that certain agreement (hereinafter "MOU") entered into November 19, 2020, by and between the agencies ("**Members**") comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing ("**Committee**") set forth below:

Fresno Council of Governments

2035 Tulare Street Suite 201
Fresno, CA 93721
Email: tboren@fresnocog.org

Kern Council of Governments

1401 19th Street, Suite 300
Bakersfield, California 93301
Email: ahakimi@kerncog.org

Kings County Association of Governments

339 W D Street
Lemoore, CA 93245
Email: terri.king@co.kings.ca.us

Madera County Transportation Commission

2001 Howard Road, Suite 201
Madera, CA 93637
Email: patricia@maderactc.org

Merced County Association of Governments

369 W 18th Street
Merced, CA 95340
Email: stacie.guzman@mcagov.org

San Joaquin Council of Governments

555 E Weber Avenue
Stockton, CA 95202
Email: achesley@sjcog.org

Stanislaus Council of Governments

1111 "I" Street, Suite 308
Modesto, CA 95354
Email: rpark@stancog.org

Tulare County Association of Governments

210 N Church Street, Suite B
Visalia, CA 93291
Email: tsmalley@tularecog.org

RECITALS

- A. The Members have decided to amend the distribution of the proceeds of the Initial Grant (defined in the November 19, 2020 MOU).

- B. The revised distribution is attached hereto and incorporated herein by reference as Exhibit B-1, which the Members intend to replace Exhibit B under the November 19, 2020 MOU.

///

///

AGREEMENT

In consideration for their mutual promises, the Members agree as follows:

1. Section 1, Allocation of Initial Grant of the November 19, 2020 MOU shall be deleted in its entirety and replaced with the following:
 1. Allocation of Initial Grant. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
 - a. FCOG will retain \$4,475,000 of the Initial Grant to perform the following tasks:
 - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
 - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
 - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
 - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in Exhibit B-1, "Phase I" in proportion to each Member's relative population using California Department of Finance population estimates updated as of January 2020.
 - c. FCOG shall distribute and additional \$1,000,000 of the Initial Grant directly to each of the Members, on the basis of \$125,000 each as more particularly described in Exhibit B-1, "Phase II."
2. It is the intent of the parties this Amendment No. 1 to MOU shall become effective July 1, 2021 ("**Effective Date**").
3. Unless expressly modified by the terms of this Amendment No. 1 to MOU, all other terms of the November 19, 2020 MOU remain in full force and effect.

4. Each Member represents and warrants that the individual signing this Amendment No. 1 to MOU is duly authorized to do so and their signature on this Amendment No. 1 to MOU legally binds that Member to the terms of this Amendment No. 1 to MOU.
5. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.#

[Signature pages follow.]

The Members have caused this Amendment 1 to MOU to be executed as of the date and year first above written.

Fresno Council of Governments

By: 

Tony Boren, Director

Approved as to Legal Form:

By: _____

Print: _____

Kern Council of Governments

By: _____
Ahron Hakimi, Director

Approved as to Legal Form:

By: _____

Print: _____

Kings County Association of Governments

By: _____
Terri King, Director

Approved as to Legal Form:

By: _____

Print: _____

Madera County Transportation Commission

By: _____
Patricia Taylor, Director

Approved as to Legal Form:

By: _____

Print: _____

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

By:

Tony Boren, Director

Kern Council of Governments

By:



Ahron Hakimi, Director

Kings County Association of Governments

By:

Terri King, Director

Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director

San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

By:

Tony Boren, Director

Kern Council of Governments

By:

Ahron Hakimi, Director

Kings County Association of Governments

By:

By: 

Terri King, Director

Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director

San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

By:

Tony Boren, Director

Kern Council of Governments

By:

Ahron Hakimi, Director

Kings County Association of Governments

By:

Terri King, Director

Madera County Transportation Commission

By:

By: 

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director

San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

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Kings County Association of Governments

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Terri King, Director

Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Guzman

Stacie Guzman, Director

San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

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Tony Boren, Director

Kern Council of Governments

By:

Ahron Hakimi, Director

Kings County Association of Governments

By:

Terri King, Director

Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director

San Joaquin Council of Governments

By:

DocuSigned by:
Diane Nguyen
FBB731587E874D4...

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

By:

Tony Boren, Director

Kern Council of Governments

By:

Ahron Hakimi, Director

Kings County Association of Governments

By:

Terri King, Director

Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director


San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:



Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

By:

Tony Boren, Director

Kern Council of Governments

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Ahron Hakimi, Director

Kings County Association of Governments

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Terri King, Director

Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

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Stacie Dabbs, Director

San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

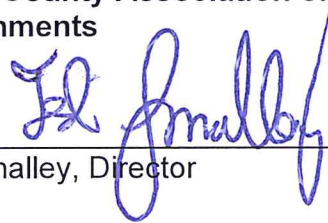


EXHIBIT B-1

San Joaquin Valley REAP Summary Funding Table

----- Initial Funding ----->

	Phase I (1st app)				Phase II (2nd app)			Phase III (3rd app)	Summary		
	Original for RHNA	Sub Alloc Cities\County	Additional RHNA (a)	Total Phase I	Valleywide Planning	Supplemental RHNA (b)	Total Phase II	Sub Alloc Cities\County	Funds Dedicated to REAP	Funds Dedicated to RHNA	Total HCD Program
FCOG	187,989	762,257	164,491	1,114,738	4,475,000	125,000		2,057,660	7,294,918	477,480	7,772,398
Kern	168,871	684,737	147,762	1,001,370		125,000		1,848,399	2,533,136	441,633	2,974,769
Kings	28,492	115,527	24,930	168,949		125,000		311,858	427,386	178,422	605,808
Madera	29,155	118,219	25,511	172,886		125,000		319,124	437,344	179,666	617,010
Merced	52,345	212,248	45,802	310,395		125,000		572,948	785,196	223,147	1,008,343
San Joaquin	142,517	577,877	124,703	845,097		125,000		1,559,939	2,137,817	392,220	2,530,037
Stanislaus	102,407	415,238	89,606	607,250		125,000		1,120,905	1,536,143	317,013	1,853,156
Tulare	88,223	357,727	77,195	523,145		125,000		965,658	1,323,384	290,419	1,613,803
Total	800,000	3,243,831	700,000	4,743,831	4,475,000	1,000,000	5,475,000	8,756,492	16,475,323	2,500,000	18,975,323
Percentage	17%	68%	15%	100%	82%	18%	100%	100%	87%	13%	100%

Significant Local
Agency Involvement
in REAP process

Proposed future
funding, subject to
change by HCD

Notes: (a) Sum of Valleywide Tech Assist, Admin and Housing Report that was in the 1st app and subsequently moved to the 2nd app.
(b) \$1M transferred from Valleywide to regional planning agencies for RHNA planning. Also can be used for admin and project staffing/management.

Phase II (2nd app) Valleywide Budget	
Supplemental RHNA	1,000,000
Comprehensive Housing Report	500,000
Housing Report Policy Implem.	1,000,000
Household Travel Survey	500,000
Consultant Bench	1,500,000
Outreach, Marketing	250,000
Fresno COG Admin	300,000
Housing Program Manager	314,200
Reserve/Contingencies	110,800
	5,475,000

MEMORANDUM OF UNDERSTANDING

San Joaquin Valley Regional Early Action Planning Committee for Housing

This memorandum of understanding (“**MOU**”) is made this 19th day of November 2020 (“**Effective Date**”), by and between the agencies (“**Members**”) comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing (“**Committee**”) set forth below:

Fresno Council of Governments

2035 Tulare Street Suite 201
Fresno, CA 93721
Email: tboren@fresnocog.org

Kern Council of Governments

1401 19th Street, Suite 300
Bakersfield, California 93301
Email: ahakimi@kerncog.org

Kings County Association of Governments

339 W D Street
Lemoore, CA 93245
Email: terri.king@co.kings.ca.us

Madera County Transportation Commission

2001 Howard Road, Suite 201
Madera, CA 93637
Email: patricia@maderactc.org

Merced County Association of Governments

369 W 18th Street
Merced, CA 95340
Email: stacie.guzman@mcagov.org

San Joaquin Council of Governments

555 E Weber Avenue
Stockton, CA 95202
Email: achesley@sjcog.org

Stanislaus Council of Governments

1111 “I” Street, Suite 308
Modesto, CA 95354
Email: rpark@stancog.org

Tulare County Association of Governments

210 N Church Street, Suite B
Visalia, CA 93291
Email: tsmalley@tularecog.org

RECITALS

- A. Under section 50515.02, subdivision (a), of the Health and Safety Code, the State of California Department of Housing and Community Development (“**HCD**”) has made available one hundred twenty-five million dollars (\$125,000,000) in local government planning support grants to regional entities and working groups as outlined by the statute.
- B. The Committee is one of the working groups identified in section 50515.02, subdivision (a), of the Health and Safety Code.
- C. On June 26, 2020, the Members approved submission of an application for grant funding (“**Application**”) to HCD by Fresno Council of Governments (“**FCOG**”) as the fiscal agent on behalf of the Committee.

- D. On August 14, 2020, HCD approved the Application and an allocation of \$10,218,830.75 in grant funds (the “**Initial Grant**”) to the Members through FCOG.
- E. On August 20, 2020, FCOG and HCD executed grant funding agreement number 19-REAP-14029 (“**Agreement**”). A true and correct copy of the Agreement is attached hereto as “Exhibit A.”
- F. This MOU is intended to reflect the Members’ understanding of the distribution of the Initial Grant and to facilitate the subsequent implementation of activities by the Members in furtherance of the purposes for which the Initial Grant was approved by HCD.

The Members therefore agree as follows:

1. Allocation of Initial Grant. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
 - a. FCOG will retain \$5,475,000 of the Initial Grant to perform the following tasks:
 - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
 - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
 - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
 - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in “Exhibit B,” in proportion to each Member’s relative population using California Department of Finance population estimates updated as of January 2020.
2. Compliance with the Agreement and MOU. Each Member hereby acknowledges its cognizance of and its understanding of its obligation to comply with the terms and conditions of the Agreement and MOU. Each Member agrees to abide by the terms and conditions of the Agreement and to undertake all actions requested by FCOG pursuant to the Agreement or MOU, in order to facilitate FCOG’s compliance with the terms and conditions of the Agreement.
3. Compliance with the Law. Each Member agrees to comply with all Federal, State, and local laws in the performance of its obligations under this MOU.

4. Sub-Agreements. Copies of all agreements between any Member and any sub-recipient, contractor or subcontractor shall be submitted to FCOG, so that they then may be provided to HCD's Program Manager as required by Exhibit D, section 8, paragraph B of the Agreement.
5. Quarterly Reports. Each Member also shall deliver to FCOG, on a quarterly basis, status reports and accounting records reflecting any expenditure of the Initial Grant by that Member or by a sub-recipient of that Member. Each Member shall deliver its status reports and accounting records within thirty (30) days following the end of the period covered by the document. Each member's quarterly status reports shall, at a minimum, include discussion of any allocations or sub-allocations of the Initial Grant, a description of any project initiated in whole or in part with the Initial Grant and a description of the progress made on any such project.
6. Retention of Records. Each Member shall maintain public records (as that term is defined in Government Code section 6252) (collectively, "**Records**") required under the Agreement, relating to any matter contained in this MOU, or demonstrating that the Initial Grant was used in a manner consistent with the Agreement. Each Member shall make the Records available to FCOG, HCD or the State Auditor upon demand. Each Member shall maintain the Records and make them available for inspection for a period of at least one (1) year following the termination of this MOU or the time specified in Government Code section 8546.7, whichever is later. Records relating to any audit or litigation relevant to this MOU or the Agreement shall be retained by each Member for five years after the conclusion or final resolution of such matter, as required by Exhibit D, section 3, paragraph E of the Agreement.
7. Disallowed Costs. Each Member shall return to FCOG any funds which HCD has disallowed within 90 days following notice to the Member.
8. Indemnity.
 - a. Each Member shall indemnify FCOG, along with FCOG's officers, directors, and employees, for any costs or liabilities (including without limitation for damages, court costs, attorneys' fees, and expert witness fees) arising from, resulting from, or in connection with that Member's actions with respect to subject matter of this MOU or relating in any way to the use of the Initial Grant proceeds by that Member or any sub-recipient, contractor, or subcontractor of that Member.
 - b. Notwithstanding, the obligation to indemnify shall not apply to any costs or liabilities caused solely by the active negligence or willful misconduct of FCOG or any of its officers, directors, and employees.
9. Duration of MOU. This MOU shall be in effect from the Effective Date until December 31, 2024 unless its term is extended by written modification in accordance with the provisions of section 12, paragraph c of this MOU.

10. Subsequent MOUs. The Members understand and agree that subsequent MOUs may be necessary to facilitate the distribution of further grant funding from HCD under section 50515.02, subdivision (a), of the Health and Safety Code. The Members hereby commit to negotiate the terms and conditions of such subsequent MOUs in good faith, in order to achieve concurrence and ensure execution of same in a timely fashion.
11. Notices. All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided for the Members above. Any Member may change its address for receipt of notice by providing notice of that change as provided in this section 11.
 - a. A notice delivered by personal service is effective upon service to the recipient.
 - b. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
 - c. A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
 - d. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.
12. General Provisions.
 - a. This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Members.
 - b. This MOU represents the entire understanding of the Members as to those matters contained in this MOU. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOU.
 - c. This MOU may not be modified or altered except by writing signed by all Members.
 - d. No Member may assign, delegate or transfer its rights and duties in this MOU without the written consent of all other Members, except that any Member may enter into one or more sub-agreements with any sub-recipient, contractor, or subcontractor to implement activities in furtherance of the

purposes for which the Initial Grant was approved by HCD without the necessity of obtaining such consent.

- e. Any dispute arising under this MOU, which is not resolvable by informal mediation between or among the Members, shall be adjudicated in a court of law under the laws of the State of California.
- f. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).
- g. This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this MOU shall only be in California. Any action brought to interpret or enforce this MOU, or any of the terms or conditions hereof, shall be brought and maintained in the Fresno County Superior Court.
- h. If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Members shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Members' original intent.
- i. Section headings are provided for convenience only and are not part of this MOU.
- j. This MOU does not and is not intended to create any rights or obligations for any person or entity except for the Members.
- k. Each Member represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Member to the terms of this MOU.
- l. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

[Signature pages follow.]

The Members have caused this MOU to be executed as of the date and year first above written.

Fresno Council of Governments

By: *Tony Boren*

Tony Boren, Director

Approved as to Legal Form:

By: _____

Print: _____

Kern Council of Governments

By: *Ahron Hakimi*

Ahron Hakimi, Director

Approved as to Legal Form:

By: _____

Print: _____

Kings County Association of Governments

By: *Terri King*

Terri King, Director

Approved as to Legal Form:

By: _____

Print: _____

Madera County Transportation Commission

By: *Patricia Taylor*

Patricia Taylor, Director

Approved as to Legal Form:

By: _____

Print: _____

Merced County Association of Governments

By: Stacie Guzman
Stacie Guzman, Director

Approved as to Legal Form:
By: _____
Print: _____

San Joaquin Council of Governments

By: Andrew T. Chesley
Andrew Chesley, Director

Approved as to Legal Form:
By: _____
Print: _____

Stanislaus Council of Governments

By: _____
Rosa Park, Director

Approved as to Legal Form:
By: Rosa Park
Print: _____

Tulare County Association of Governments

By: _____
Ted Smalley, Director

Approved as to Legal Form:
By: Ted Smalley
Print: _____

Exhibit A

Grant funding agreement number 19-REAP-14029

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19-REAP-14029	PURCHASING AUTHORITY NUMBER (if applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Fresno Council of Governments

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
12/31/2024

3. The maximum amount of this Agreement is:
\$10,218,830.75

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Fresno Council of Governments

CONTRACTOR BUSINESS ADDRESS 2035 Tulare St., #201	CITY Fresno	STATE CA	ZIP 93721
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PRINTED NAME OF PERSON SIGNING <i>TONY BOREN</i>	TITLE <i>EX. DIRECTOR</i>
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CONTRACTOR AUTHORIZED SIGNATURE <i>Tony Boren</i>	DATE SIGNED <i>8/20/20</i>
--	-------------------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Shaun Singh	TITLE Contracts Manager, Business & Contract Services Branch
---	--

CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Shaun Singh</i>	DATE SIGNED <i>9/3/2020</i>
---	--------------------------------

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing needs assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Health and Safety Code sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. The Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability ("NOFA") pursuant to Health and Safety Code section 50515.04, subdivision (f).

Pursuant to Health and Safety Code section 50515.02, subdivision (d)(3), a council of governments or a fiscal agent of a multiagency working group, as defined in section 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of full funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application and award for advance payment, subsequent advance payment application and award, application and award for the full remaining fund amount and amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04, subdivision (g).

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions

Regional Early Action Planning Grant Program (REAP)
NOFA Date: October 10, 2019
Approved Date: April 9, 2020
Prep. Date: August 12, 2020

EXHIBIT A

of the NOFA, this Agreement, subsequent amendments to this Agreement, the representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the Department shall encumber the full amount pursuant the NOFA and provide advance payment and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds after the initial application up to 25 percent of the full amount described in Exhibit B.

3. **Definitions**

Terms herein shall have the same meaning as defined by the NOFA.

4. **Scope of Work**

Grantee shall use the awarded funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and any subsequent applications for partial or full funding. The Scope of Work may be amended in compliance with statutory requirements subject to approval by the Department.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be made available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to meet the statutory requirements of the Program and facilitate amendments to this agreement, including but not limited to reporting or audit requirements, progress in implementing advance payment(s), or award of the full amount available to the Grantee.

EXHIBIT A

- C. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with statutory or Department requirements.
- E. The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

6. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development Division
Land Use Planning Unit
Attention: REAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$10,218,830.75.
- B. This Agreement authorizes an initial advance payment(s) for eligible activities as described in the application.
- C. This Agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A, of this Exhibit, and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the advance payment, any subsequent payment and the total amount prior to

EXHIBIT B

disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

3. **Grant Timelines**

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c)(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may modify the November 1, 2023 deadline and may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

4. **Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

Regional Early Action Planning Grants (REAP)
NOFA Date: October 10, 2019
Approved Date: March 30, 2020
Prep. Date: August 12, 2020

EXHIBIT B

- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

5. **Performance**

The Grantee will be subject to amendments to this section as a result of future applications and awards.

6. **Fiscal Administration**

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards, in consultation with the Grantee.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

EXHIBIT D

REAP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

- A. At any time during the term of the Standard Agreement, the Department may
- Regional Early Action Planning Grants (REAP)
NOFA Date: October 10, 2019
Approved Date: April 9, 2020
Prep. Date: August 12, 2020

EXHIBIT D

- perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.
- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

EXHIBIT D

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
 - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. **Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

EXHIBIT D

- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
 - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
 - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
 - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

EXHIBIT D

with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
 - 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. **Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. **Third-Party Contracts**

Regional Early Action Planning Grants (REAP)
NOFA Date: October 10, 2019
Approved Date: April 9, 2020
Prep. Date: August 12, 2020

EXHIBIT D

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this

EXHIBIT D

clause in all contracts and subcontracts they enter into to perform work under REAP.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Department, ownership of all United States and international copyrights in each and

EXHIBIT D

every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Department and no further agreement will be necessary to transfer ownership to the Department.

13. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved, in consultation with the Grantee.

Exhibit B

Pro-rata Initial Allocations to Each Regional Transportation Planning Agency Based on January 2020 California Department of Finance Population Estimates

REAP PLANNING GRANT INITIAL ALLOCATIONS			MPO DISTRIBUTION
MPO Share by Population*			
Fresno Council of Governments	1,032,227	23.50%	\$1,114,737.62
Kern Council of Governments	927,251	21.11%	\$1,001,370.41
Kings County Association of Governments	156,444	3.56%	\$168,949.28
Madera County Transportation Commission	160,089	3.64%	\$172,885.65
Merced County Association of Governments	287,420	6.54%	\$310,394.79
San Joaquin Council of Governments	782,545	17.81%	\$845,097.40
Stanislaus Council of Governments	562,303	12.80%	\$607,250.45
Tulare County Association of Governments	484,423	11.03%	\$523,145.14
Total	4,392,702	100.00%	\$4,743,830.75

EXHIBIT B

PROJECT SCOPE OF WORK

PROJECT SCOPE OF WORK FOR THE 2024-2032 HOUSING ELEMENT UPDATE

I. HOUSING ELEMENT UPDATE

Kings County is currently in the process of conducting a comprehensive update of the Kings County Housing Element, which includes preparing the multijurisdictional Housing Element update for County unincorporated areas as well as the four incorporated Cities (Avenal, Corcoran, Hanford, and Lemoore). The Kings County Community Development Agency is assigned coordination of this project and seeks proposals from qualified consultants to provide professional services for the development of the Housing Element update.

The Housing Element update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with County and City General Plans and in compliance with state statutes to be certified by the California Department of Housing and Community Development (HCD). The update shall contain an overview of the housing needs in the unincorporated and incorporated areas of Kings County and provide analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, and quantified objectives to further the development, improvement, and preservation of housing. The five jurisdictions in Kings County have collectively decided to prepare a joint countywide Housing Element with administrative support from the Kings County Development Agency. Kings County's current Housing Element is for the planning period from 2016 to 2024. This Housing Element update will be for the planning period from 2024 to 2032.

The scope of work shall include the following:

- Meetings with County and City staff, other agencies' staff, public officials, and the general public
- Coordination with other Consultants or subcontractors engaged, if necessary, in a supportive and joint effort
- Develop team assignments and a project task timeline compatible with Housing Element update due dates
- Complete an evaluation of the 2016-2024 Housing Element update
- Coordinate with County and City staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
- Analysis of resources that cover land inventory, site analysis, financial and administrative resources, and energy conservation
- Analysis of constraints, including governmental and nongovernmental
- Provide public review and final document and any appendices or references in a format acceptable to the County

- Upon completion of agency and public review, comments will be addressed and incorporated into relative context and submitted to the County for review, comment, and further revision, if necessary
- Provide timely progress updates to the Kings County Community Development Agency as requested and adhere to timelines as possible
- Prepare staff reports and other relative documents for Planning Commissions, City Councils, and Boards of Supervisors
- Effort with public outreach, including preparation of event materials, solicitation of comments, workshops, and public meetings throughout Kings County

Deliverables shall include:

- Project Task Timeline and Team Assignments
- Working and Final Drafts of the 2024-2032 Housing Element
- Hearing Drafts
- Public Participation Summaries
- 2024-2032 Housing Element Study
- Associated documents, appendices, and background studies
- Staff reports and related documentation
- HCD Draft of the 2024-2032 Housing Element and mandated information for certification
- Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA)
- Synopsis of recommended changes by HCD following the review period of HCD Draft
- HCD Certified 2024-2032 Housing Element
- 2024-2032 Housing Element Certificate Letter from HCD

Exhibit A



State of California

HEALTH AND SAFETY CODE

Section 50515.02

50515.02. Of the amount described in paragraph (2) of subdivision (a) of Section 50515.01, one hundred twenty-five million dollars (\$125,000,000) shall be available to councils of governments and other regional entities, as follows:

(a) The moneys allocated pursuant to this subdivision shall be available to the following entities:

(1) The Association of Bay Area Governments, representing the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, and the City and County of San Francisco.

(2) The Sacramento Area Council of Governments, representing the Counties of El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba.

(3) The San Diego Association of Governments, representing the County of San Diego.

(4) The Southern California Association of Governments, representing the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura.

(5) A central coast multiagency working group, formed in accordance with subdivision (c), consisting of the Association of Monterey Bay Area Governments, the San Luis Obispo Council of Governments, the Council of San Benito County Governments, and the Santa Barbara County Association of Governments, representing the Counties of Monterey, San Benito, San Luis Obispo, Santa Barbara, and Santa Cruz.

(6) A San Joaquin Valley multiagency working group, formed in accordance with subdivision (c), consisting of the Fresno Council of Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, and the Tulare County Association of Governments, representing the Counties of Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare.

(7) Councils of governments from the Counties of Butte, Humboldt, Lake, and Mendocino. Notwithstanding any other provision of this chapter, the councils of governments described in this paragraph may apply directly to the department for funds pursuant to the program.

(8) The Counties of Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Tuolumne, and Trinity. Notwithstanding any other provision of this chapter, the counties described in this paragraph may apply directly to the department for funds pursuant to the program. The department may approve a fiscal agent to receive funds

from the amount identified in this section on behalf of a county or consortium of counties listed in this paragraph.

(b) (1) Except as otherwise provided in paragraphs (7) and (8) of subdivision (a), the department shall make the allocations required by this subdivision to each regional entity on behalf of all of the jurisdictions represented by that entity. The department shall calculate the amount of each allocation in accordance with the population estimates consistent with the methodology described in subdivision (a) of Section 50515.03.

(2) Each council of governments or other regional entity may, in consultation with the department and consistent with the requirements of this chapter, determine the appropriate use of funds or suballocations within its boundaries to appropriately address its unique housing and planning priorities.

(c) The following shall apply with respect to any allocation made pursuant to this subdivision to a multiagency working group, as described in paragraphs (5) and (6) of subdivision (a):

(1) Before November 30, 2019, the multiagency working groups described in paragraphs (5) and (6) of subdivision (a) shall be formed as follows:

(A) Each working group shall consist of the following members:

(i) One representative from each county described in paragraph (5) or (6), as applicable, of subdivision (a).

(ii) Two city representatives from each county described in paragraph (5) or (6), as applicable, of subdivision (a) appointed by the city selection committee for that county. In appointing city representatives, the city selection committee shall appoint one representative of a larger city within the county and one representative of a smaller city within the county.

(iii) Of the three representatives from each county serving on the multiagency working group pursuant to clauses (i) and (ii), at least one of the representatives shall also be a member of the governing body of the applicable council of governments representing the county.

(B) The multiagency working group shall select a council of governments to serve as the fiscal agent of the multiagency working group and identify staff to assist the work of the group. If the multiagency working group fails to agree to the selection of a council of governments to serve as fiscal agent pursuant to this clause within a reasonable time period, the department shall select a fiscal agent based on factors such as capacity and experience in administering grant programs.

(C) Upon its formation, the multiagency working group shall notify each city and county that is a member of a council of governments described in paragraph (5) or (6), as applicable, of subdivision (a) of its purpose pursuant to this section.

(2) In recognition of the unique challenges in developing a process through a multiagency working group, the department shall allocate eight million dollars (\$8,000,000) of the amount available pursuant to this subdivision to the multiagency working groups described in paragraphs (5) and (6) of subdivision (a), as follows:

(A) Twenty-five percent of the amount subject to this subparagraph shall be allocated to the central coast multiagency working group described in paragraph (5) of subdivision (a).

(B) Seventy-five percent of the amount subject to this subparagraph shall be allocated to the San Joaquin Valley multiagency working group described in paragraph (6) of subdivision (a).

(d) (1) Until January 31, 2021, a council of governments or other regional entity described in subdivision (a), or a county described in paragraph (8) of subdivision (a), may request an allocation of funds pursuant to this section by submitting an application, in the form and manner prescribed by the department, that includes the following information:

(A) An allocation budget for the funds provided pursuant to this section.

(B) The amounts retained by the council of governments, regional entity, or county, and any suballocations to jurisdictions.

(C) An explanation of how proposed uses will increase housing planning and facilitate local housing production.

(D) Identification of current best practices at the regional and statewide level that promote sufficient supply of housing affordable to all income levels, and a strategy for increasing adoption of these practices at the regional level, where viable.

(E) An education and outreach strategy to inform local agencies of the need and benefits of taking early action related to the sixth cycle regional housing need allocation.

(2) The department shall review an application submitted pursuant to this subdivision within 30 days. Upon approval of an application for funds pursuant to this subdivision, the department shall award the moneys for which the council of governments, other regional entity, or county, as applicable, qualifies.

(3) Commencing October 1, 2019, a council of governments, or the fiscal agent of a multiagency working group described in paragraph (5) or (6), as applicable, of subdivision (a), may request up to 25 percent of the funding available to it under this section in advance of a request for funding made pursuant to paragraph (1) to develop and accelerate the implementation of the requirements described in paragraph (1), including the development of an education and outreach strategy related to the sixth cycle regional housing need allocation. The department shall award funds requested pursuant to this paragraph to the relevant council of government or fiscal agency within 30 days of receiving that request.

(e) A council of governments, other regional entity, or county that receives an allocation of funds pursuant to this section shall establish priorities and use those moneys to increase housing planning and accelerate housing production, as follows:

(1) Developing an improved methodology for the distribution of the sixth cycle regional housing need assessment to further the objectives described in subdivision (d) of Section 65584 of the Government Code.

(2) Suballocating moneys directly and equitably to jurisdictions or other subregional entities in the form of grants, to be used in accordance with subdivision (f), for planning that will accommodate the development of housing and infrastructure that will

accelerate housing production in a way that aligns with state planning priorities, housing, transportation, equity, and climate goals.

(3) Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing or consultant needs associated with updating local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production.

(4) Covering the costs of administering any programs described in this subdivision.

(f) An entity that receives a suballocation of funds pursuant to paragraph (2) of subdivision (e) shall only use that suballocation for housing-related planning activities, including, but not limited to, the following:

(1) Technical assistance in improving housing permitting processes, tracking systems, and planning tools.

(2) Establishing regional or countywide housing trust funds for affordable housing.

(3) Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents.

(4) Performing feasibility studies to determine the most efficient locations to site housing consistent with Sections 65041.1 and 65080 of the Government Code.

(5) Covering the costs of temporary staffing or consultant needs associated with the activities described in paragraphs (1) to (4), inclusive.

(Amended by Stats. 2020, Ch. 370, Sec. 205. (SB 1371) Effective January 1, 2021.)

Exhibit B

State of California

GOVERNMENT CODE

Section 65580

65580. The Legislature finds and declares as follows:

(a) The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order.

(b) The early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels.

(c) The provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government.

(d) Local and state governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community.

(e) The Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the state in addressing regional housing needs.

(f) Designating and maintaining a supply of land and adequate sites suitable, feasible, and available for the development of housing sufficient to meet the locality's housing need for all income levels is essential to achieving the state's housing goals and the purposes of this article.

(Amended by Stats. 2017, Ch. 375, Sec. 1. (AB 1397) Effective January 1, 2018.)

Exhibit C

	US Census Bureau population 2020	Percentage of total population
Hanford	57990	44.28%
Corcoran	12087	9.23%
Lemoore	27038	20.65%
Avenal	8989	6.86%
Kings	24855	18.98%
Total	130959	100.00%



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Community Development Agency – Chuck Kinney/Noelle Tomlinson

SUBJECT: AGREEMENT BETWEEN KINGS COUNTY AND THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE FOR THE HOUSING ELEMENT UPDATE

SUMMARY:

Overview:

The Housing Element of the 2035 Kings County General Plan is required to be updated in eight-year cycles pursuant to Government Code Section 65580 et seq. The sixth cycle Housing Element update encompasses the planning period from 2024 to 2032. Kings County and the four City jurisdictions (Cities of Avenal, Corcoran, Hanford, and Lemoore) have historically collaborated on a multijurisdictional Housing Element to create consistency throughout the Kings County region and to benefit from cost savings that result from the collaboration. Staff support and the administrative role for the multijurisdictional update will be provided by the Kings County Community Development Agency.

Recommendation:

Approve the agreement with the City of Avenal, City of Corcoran, City of Hanford, and City of Lemoore for cooperation on the multijurisdictional 2024-2032 Housing Element Update, effective May 23, 2023 until the final adoption of the multijurisdictional 2024-2032 Housing Element Update is complete.

Fiscal Impact:

Regional Early Action Planning Program funds for housing planning activities are available to the Kings County region and are estimated at \$311,858. The multijurisdictional 2024-2032 Housing Element Update preparation is an eligible activity for Regional Early Action Planning Program funds. The Kings County Association of Governments is responsible for the suballocation of these funds for the preparation of the multijurisdictional 2024-2032 Housing Element Update. In the event that costs exceed the \$311,858 in REAP funds available, Kings County and the City of Avenal, City of Corcoran, City of

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT BETWEEN KINGS COUNTY AND THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE FOR THE HOUSING ELEMENT UPDATE

May 23, 2023

Page 2 of 2

Hanford, and City of Lemoore will divide the remaining costs based on each jurisdiction's percentage of total population.

BACKGROUND:

Pursuant to Government Code Section 65580 (Exhibit A) et seq, the Housing Element of the 2035 Kings County General Plan must be updated in eight-year cycles. The Housing Element update addresses housing-related development and availability with efforts prioritizing the expansion of housing opportunities and accommodating the housing needs of Kings County of all economic levels. The 6th cycle is for the 2024-2032 planning period and is due to the California Department of Housing and Community Development (HCD) within 120 days after January 15, 2024. The Housing Element Update is prepared pursuant to Government Code Section 65585 (Exhibit B), including but not limited to developing the Regional Housing Needs Allocation (RHNA) and sites inventories, preparing an initial draft and appropriate subsequent revisions, conducting public outreach, accepting public comment, and final submittal to HCD. Adoption of the 2024-2032 Housing Element Update occurs once a letter is received affirming compliance from HCD. A Request for Proposals was issued on March 3, 2023 for the services of a qualified consultant or consultants to prepare the 6th cycle multijurisdictional 2024-2032 Housing Element Update ("Update"). Funding for the preparation of the Update is provided by the Regional Early Action Planning (REAP) Program grant that will be suballocated by Kings County Association of Governments (KCAG). The expected REAP funding suballocation for the Update is estimated to be \$311,858.

Historically, in previous cycles, Kings County and the four City jurisdictions (Cities of Avenal, Corcoran, Hanford, and Lemoore) have chosen to develop a multijurisdictional Housing Element that ensures consistency across the jurisdictions for a cohesive housing plan throughout Kings County. Cooperating on the multijurisdictional Housing Element Update also provides cost savings through the hiring of a single qualified consultant as opposed to developing individual Housing Element Updates. This collaboration has worked in the past in the best interest of all five jurisdictions. Although the five jurisdictions will cooperate on the Update, the Kings County Community Development Agency will assume the administrative role, oversee the RFP process, and provide staff support to the consultant(s). In the event that costs exceed the available REAP funding suballocation, each jurisdiction (Kings County, City of Avenal, City of Corcoran, City of Hanford, and City of Lemoore) shall be responsible to pay their share of additional costs, with the share of costs divided proportionate to each jurisdiction's population (Exhibit C). The agreement shall be considered terminated upon the final adoption of the HCD-approved 2024-2032 Housing Element Update.

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

Attachments:

Exhibit A – Government Code Section 65580

Exhibit B – Government Code Section 65585

Exhibit C – Population Percentages by Jurisdiction

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND
THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE,
FOR COOPERATION IN UPDATING THE HOUSING ELEMENT
OF THE KINGS COUNTY COMPREHENSIVE GENERAL PLAN
PURSUANT TO GOVERNMENT CODE SECTION 65580 *ET SEQ.***

This Agreement (the “Agreement”) is entered into between the County of Kings, a political subdivision of the State of California (“County”); the following participating agencies (individually, a “City”; collectively, the “Cities”):

- The City of Avenal, an incorporated city within the geographic boundaries of Kings County (“Avenal”);
- The City of Corcoran, an incorporated city within the geographic boundaries of Kings County (“Corcoran”);
- The City of Hanford, an incorporated city within the geographic boundaries of Kings County (“Hanford”); and
- The City of Lemoore, an incorporated city within the geographic boundaries of Kings County (“Lemoore”)

(individually, a “Party”; collectively, the “Parties”).

RECITALS

WHEREAS, pursuant to California Government Code section 65580, *et seq.*, every eight years local governments are required to update the housing element to their comprehensive general plan.

WHEREAS, the next update for County and Cities’ plans are required to be completed no later than January 31, 2024;

WHEREAS, County, on behalf of its Community Development Agency, is advertising through a Request for Proposal (“RFP”), attached to this Agreement as **Exhibit A**, for services to update the housing element of the County’s comprehensive general plan (the “Update”);

WHEREAS, Cities each desires their updates to be consistent with that of the County, which streamlines development and eases the growth process of all local communities;

WHEREAS, collaboration between the Parties is more likely to produce updates that provides consistency across jurisdictions;

WHEREAS, when contrasted with developing individual updates, collaboration between the Parties will have the added benefit of significant cost savings to each of the Parties;

WHEREAS, the County is eligible for grant funding to cover a substantial portion of its costs in producing the Update, further improving on the cost saving to all jurisdictions;

WHEREAS, because of these factors, collaborating to produce a joint housing element update is in the best interest of all Parties;

NOW, THEREFORE, The Parties agree as follows:

1. TERM

This Agreement commences upon execution by all Parties. It terminates on the approval of the Update by the Parties through the legislative body or other designated officer of each Party and upon County's receipt of all remuneration owed by Cities, subject to any survivability terms contained in the Agreement.

2. OBLIGATIONS OF THE PARTIES

A. During the RFP Process

1. County, through its Community Development Agency, shall oversee the RFP process, and receive all submitted proposals. County has sole discretion as to whether a proposal complies with the requirements of the RFP, and may unilaterally reject any incomplete or otherwise non-conforming proposal without.

2. Cities shall independently review and evaluate all accepted proposals, and to provide comments to County. County must receive all City comments not more than five business days before the date designated as "Notice of Intent to Award sent to Proposers" in section 3.3 of the RFP.

3. County shall give Cities notice of, and allow Cities to participate in, any discussions with or presentations by any proposer intended to clarify a proposal or to determine if a proposer has the ability to perform the requested work or services.

4. County will have sole authority to make the final determination as to which proposer or proposers shall be awarded the contract to consult on and prepare the Update ("Update Contract"). The agreement for services shall be between County and the selected contractor or contractors ("Contractor"), with Cities recognized as participating agencies. County, in making its final determination, shall consider all input received from Cities.

Any City who objects to County's choice of Contractor may withdraw from further participation in the Update prior to the commencement of the update process. Such withdrawal must be in writing, and received by County before there is a fully executed agreement between County and Contractor.

B. During the Update Process

1. The Parties shall cooperate with Contractor in its performance of its Scope of Work under the Update Contract. The Parties shall share all relevant information with Contractor, and make all necessary contributions to the process in a timely manner.

C. Upon Completion of the Update

- 1. County shall provide an appropriate number of copies of the final Update to all Cities for review by their respective legislative bodies or designated officer to review.
- 2. Upon receipt, all Parties shall review the proposed update as soon as practicable. Cities shall report back to County their approval or rejection of the proposed update within a reasonable time after receipt of the proposed Update. Rejection shall state the specific reasons for the rejection, including the specific components of the Update to which the City objects. A City rejecting the proposed Update shall meet and confer with the other Parties to discuss their objection, with the intention of such meeting to formulate a resolution to the objection.

3. FISCAL PROVISIONS

A. County is eligible for grant funding applicable to the Update through the Kings County Association of Governments, documentation of which is attached to this Agreement as **Exhibit B**. County shall diligently pursue all available funding sources prior to and during the Update process. Should one or more Cities also be eligible for grant funding or other reimbursement, any such funds shall also be applied to the joint Update.

B. Should the contract price of the Update Contract exceed the grant funding received by all Parties, the remaining contract amount shall be divided between the Parties proportionate to each Party’s population pursuant to the table below:

Jurisdiction	Estimated Population ¹	Percent of County Population
Avenal	8,989	6.86
Corcoran	12,087	9.23
Hanford	57,990	44.28
Lemoore	27,038	20.65
County (Unincorporated)	24,855	18.98
TOTAL	153,443	100.00%

C. County shall invoice Cities for their proportionate remuneration of contract amount. Cities shall each remit their remuneration to County within 45 days of receiving an invoice from County.

D. If, after Cities have remitted their proportionate remunerations to County, any Party receives additional grant funding not previously contemplated, County will within 45 days of receipt of such additional funds refund to Cities a proportionate recompense up to the complete amount previously remitted to County by Cities.

E. County shall promptly notify Cities in advance of any proposed amendment to the Update Contract affecting the price of the Update Contract.

¹ Figures based on United States Census Bureau population of 2020.

F. County shall be solely responsible for ensuring that all payments due for services performed under the Agreement are delivered to Contractor.

4. TERMINATION AND WITHDRAWAL

This Agreement may terminate upon the concurrence of all Parties on the condition the termination is memorialized in writing in accordance with Section 6. The withdrawal of one or more City shall not terminate this Agreement as among County and remaining Cities. A City that withdraws from this Agreement shall not be entitled to any reimbursement for funds, man-hours, or other resources invested in its performance of its obligations under this Agreement prior to the Party's withdrawal. A City that withdraws from this agreement shall not be included in the Update.

5. INDEMNIFICATION AND INSURANCE

Each Party shall hold harmless, defend and indemnify the other Parties, their officials, agents, officers and employees from and against any liability, claims, actions, costs, including reasonable attorney's fees, damages, or losses of any kind, including injury or death to any person and/or damage to property, arising from, or in connection with, the performance by the other Parties or their officials, agents, officers and employees under this Agreement, except that no Party is responsible for that portion of a claim, damage, liability, cost, or expense that occurs by reason of the negligence, wrongful acts, or willful misconduct of another Party or of another Parties' officials, agents, officers, or employees. This duty to indemnify, defend, and hold harmless shall survive the termination of this Agreement as to acts or omissions giving rise to any type of liability that occurs during the term of this Agreement.

The County and Participating Agencies shall each maintain their own liability insurance coverage, against any claim of civil liability arising out of the performance of this Agreement and upon request provide appropriate evidence of such coverage to the other Parties.

6. AMENDMENTS

Parties may propose amendments to this Agreement to the other Parties. No amendment to this Agreement shall be valid except in writing and approved by the legislative body or otherwise authorized officer of each of the Parties, but no amendment shall change the financial obligations of any Party without equitably changing the financial obligations of all Parties.

7. NO THIRD-PARTY BENEFICIARY RELATIONSHIP

The RFP contemplates that there are no third-party beneficiaries to the Update Contract. This Agreement is not intended to, and shall not be interpreted as to, create a third-party beneficiary relationship between the parties to the Update Contract and any City.

8. CONTACTS

The name and contact information for the primary representative of each Party is attached to this Agreement as **Exhibit C**. All Parties agree to notify the other Parties upon any change in that Party's primary representative. The change in a Party's primary representative shall not constitute nor require an amendment to this Agreement.

9. SURVIVABILITY

The Parties agree that, except in areas of the county where other law controls, the Update shall have the force of law through all jurisdictions within Kings County.

10. SEVERABILITY

If any term of this Agreement, or application thereof to any person or circumstances, proves to be invalid or unenforceable, the remainder of the Agreement or the application thereof to any other person or circumstances shall not be affected, and each remaining term shall remain in full force and effect. When possible, invalid or unenforceable terms shall be interpreted to allow for the purpose of this Agreement to be achieved to the greatest extent practicable.

11. CHOICE OF LAW

This Agreement is entered into, and is fully executed, in the State of California, County of Kings. The Parties acknowledge that the laws of the State of California apply to this Agreement, and that the County of Kings is the appropriate venue for any dispute regarding the terms or application of it.

12. DISPUTE RESOLUTION

In the event a dispute arises between two or more of the Parties over any matter covered by this Agreement, the Parties shall meet and confer to use their best efforts to resolve any such dispute.

13. COUNTERPARTS

The Parties may execute this Agreement in two or more counterparts, that are to be construed as one document.

14. ELECTRONIC SIGNATURES

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.

15. AUTHORITY OF SIGNATORY

The undersigned representatives for each Party affirm that they are legally authorized to enter into this Agreement on behalf of the Party they purport to represent and to bind that Party to the terms herein. Each signatory represents that the Parties are able to perform the obligations imposed under the terms of this Agreement.

16. EXHIBITS AND ATTACHMENTS

The attached exhibits are integral parts of this Agreement, and are hereby incorporated by reference into this Agreement.

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

For the County of Kings

By: _____
Name: Richard Valle
Title: Chairman, Board of Supervisors
Date: _____

For the City of Hanford

By: _____
Name: _____
Title: _____
Date: _____

For the City of Avenal

By: _____
Name: _____
Title: _____
Date: _____

For the City of Lemoore

By: _____
Name: _____
Title: _____
Date: _____

For the City of Corcoran

By: _____
Name: _____
Title: _____
Date: _____

Attachments and Exhibits:

- Exhibit A:** Request for Proposal
- Exhibit B:** Proposed agreement for grant funding between County of Kings and Kings County Association of Governments
- Exhibit C:** Contact information for Participating Agencies

APPROVED AS TO FORM:

Diane Freeman, County Counsel

By: *Diane Freeman* 5/17/2023

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

For the City of Avenal

By: Antony V. Lopez
Name: **ANTONY V. LOPEZ**
Title: **CITY MANAGER**
Date: **4/27/23**

For the City of Hanford

By: _____
Name: _____
Title: _____
Date: _____

For the City of Corcoran

By: _____
Name: _____
Title: _____
Date: _____

For the City of Lemoore

By: _____
Name: _____
Title: _____
Date: _____

For the County of Kings

By: _____
Name: _____
Title: _____
Date: _____

Attachments and Exhibits:

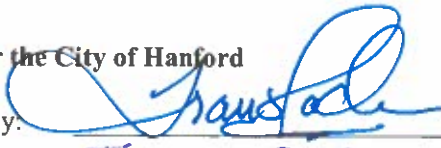
- Exhibit A:** Request for Proposal
- Exhibit B:** Proposed agreement for grant funding between County of Kings and Kings County Association of Governments
- Exhibit C:** Contact information for Participating Agencies

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

For the City of Avenal

By: _____
Name: _____
Title: _____
Date: _____

For the City of Hanford

By:  _____
Name: Travis Paden
Title: Mayor
Date: May 16, 2023

For the City of Corcoran

By: _____
Name: _____
Title: _____
Date: _____

For the City of Lemoore

By: _____
Name: _____
Title: _____
Date: _____

For the County of Kings

By: _____
Name: _____
Title: _____
Date: _____

Attachments and Exhibits:

- Exhibit A:** Request for Proposal
- Exhibit B:** Proposed agreement for grant funding between County of Kings and Kings County Association of Governments
- Exhibit C:** Contact information for Participating Agencies

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

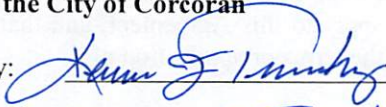
For the City of Avenal

By: _____
Name: _____
Title: _____
Date: _____

For the City of Hanford

By: _____
Name: _____
Title: _____
Date: _____

For the City of Corcoran

By: 
Name: KEVIN J. Tromborg
Title: Com/Dev Director
Date: 5/10/2023

For the City of Lemoore

By: _____
Name: _____
Title: _____
Date: _____

For the County of Kings

By: _____
Name: _____
Title: _____
Date: _____

Attachments and Exhibits:

- Exhibit A:** Request for Proposal
- Exhibit B:** Proposed agreement for grant funding between County of Kings and Kings County Association of Governments
- Exhibit C:** Contact information for Participating Agencies

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

For the City of Avenal

By: _____
Name: _____
Title: _____
Date: _____


For the City of Hanford

By: _____
Name: _____
Title: _____
Date: _____

For the City of Corcoran

By: _____
Name: _____
Title: _____
Date: _____

For the City of Lemoore

By: 
Name: Nathan Olson
Title: City Manager
Date: 4-19-2023

For the County of Kings

By: _____
Name: _____
Title: _____
Date: _____

Attachments and Exhibits:

- Exhibit A:** Request for Proposal
- Exhibit B:** Proposed agreement for grant funding between County of Kings and Kings County Association of Governments
- Exhibit C:** Contact information for Participating Agencies



PURCHASING DIVISION

COUNTY OF KINGS

REQUEST FOR PROPOSAL

NO. 2023-36

For Consulting Services to Prepare a
Housing Element Update

PROPOSALS DUE

April 3, 2023

AT OR BEFORE 4:00 P.M. LOCAL TIME

March 3, 2023

SECTION 1
INTENT OF THE REQUEST FOR PROPOSAL

1.1 BACKGROUND INFORMATION

The County of Kings (“County”), on behalf of the Community Development Agency, is soliciting proposals from consulting services to prepare a Housing Element update.

Proposers providing a proposal in response to this Request for Proposal (“RFP”) must address each and every item in the Description of Services to be Performed, as set forth below in Section 2. In addition, proposals must be in the format set forth in Section 3.2 of this RFP. Failure to include all elements in Section 2 or submit a proposal in the required format may be grounds for rejection of the proposal.

In the event Proposers wish to take an exception to any of the requirements set forth in Section 2 or terms of the proposed contract, as attached hereto as Exhibit F, those exceptions must be clearly stated in the proposal. Failure to include any item in the specifications without taking exception will result in a waiver of the Proposer’s ability to negotiate a contract term, attempt to request additional compensation for elements in Section 2 that were not included in the pricing set forth in the proposal, and may be grounds for rejection.

The County reserves the right to reject any and all proposals and/or to waive any informality or informalities in the accepted bid. The County further reserves the right to reject any and all bids with or without cause and re-issue this RFP if deemed to be in the County’s best interests.

1.2 LOCATION WHERE SERVICES ARE TO BE PERFORMED

Location varies with scope of work, but most of the work will be at the consultant’s office, off-campus.

1.3 PRICE

Proposers must include any and all information about pricing in their proposals. Although the County will base its selection upon a consideration of all factors, pricing information is required in order for the County to ensure that it is receiving the requested services or work at a fair and reasonable price. Failure to include pricing information in a proposal may result in a rejection of the proposal as non-responsive.

1.4 PROPOSED TERM

The County anticipates a 13-month agreement between the County and the successful Proposer. Services shall begin within 30 days of the approval from the Kings County Board of Supervisors, approximately June 15, 2023.

1.5 PROPOSERS' CONFERENCE

There will be no Proposers' conference for this RFP.

SECTION 2

DESCRIPTION OF SERVICES TO BE PROVIDED

2.1 HOUSING ELEMENT UPDATE

Kings County is currently in the process of conducting a comprehensive update of the Kings County Housing Element, which includes preparing the multijurisdictional Housing Element update for the County unincorporated areas as well as the four incorporated Cities (Avenal, Corcoran, Hanford, and Lemoore). The Kings County Community Development Agency is assigned coordination of this project and seeks proposals from qualified consultants to provide professional services for the development of the Housing Element update.

The Housing Element update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with the County and City General Plans and be in compliance with state statutes to be certified by the California Department of Housing and Community Development (HCD). The update shall contain an overview of the housing needs in the unincorporated and incorporated areas of Kings County and provide analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, and quantified objectives to further the development, improvement, and preservation of housing. The five jurisdictions in Kings County have collectively decided to prepare a joint countywide Housing Element with administrative support from the Kings County Community Development Agency. Kings County's last Housing Element was for the planning period 2016 to 2024. This Housing Element update will be for the planning period 2024 to 2032.

Kings County is seeking one or more qualified firms (Consultant) that have experience in General Plan and Housing Element updates. An emphasis will be placed on developing a clear, concise, and legally defensible Housing Element update that meets the varied housing needs of

the Kings County community. It is requested that the consultants present a scope of work and methodology for preparing the 2024-2032 Housing Element. Additionally, the Housing Element update will need to integrate the 2024-2032 Regional Housing Needs Allocation (RHNA) and other pertinent updated demographic, economic, and land use information. New HCD regulations, requirements, and practices and other relevant City, County, State, and Federal regulations that have changed since the last Housing Element update, will need to be incorporated. The consultants should indicate the interrelationship of all work products, including the depth and scope of the research proposed.

The scope of work should consider the following:

- Meetings with County and City staff, other agencies' staff, public officials, and the general public
- Coordination with other Consultants or subcontractors engaged, if necessary, in a supportive and joint effort
- Develop team assignments and a project task timeline compatible with Housing Element update due dates
- Complete an evaluation of the 2016-2024 Housing Element update
- Coordinate with County and City staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
- Analysis of resources that cover land inventory, site analysis, financial and administrative resources, and energy conservation
- Analysis of constraints, including governmental and nongovernmental
- Provide public review, final documents, and any appendices or references in a format acceptable to the County
- Upon completion of agency and public review, comments will be addressed and incorporated into relative context and submitted to the County for review, comment, and further revision, as necessary
- Provide timely progress updates to the Kings County Community Development Agency as requested and adhere to timelines as possible
- Prepare staff reports and other relative documents for Planning Commissions, City Councils, and Boards of Supervisors

- Effort with public outreach, including preparation of event materials, solicitation of comments, workshops, and public meetings throughout Kings County

Deliverables shall include:

- Project Task Timeline and Team Assignments
- Working and Final Drafts of the 2024-2032 Housing Element
- Hearing Drafts
- Public Participation Summaries
- 2024-2032 Housing Element Study
- Associated documents, appendices, and background studies
- Staff reports and related documentation
- HCD Draft of the 2024-2032 Housing Element and mandated information for certification
- Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA)
- Synopsis of recommended changes by HCD following the review period of HCD Draft
- HCD Certified 2024-2032 Housing Element
- 2024-2032 Housing Element Certificate Letter from HCD

2016 – 2024 Housing Element:

<https://www.countyofkings.com/home/showpublisheddocument/17093/636518076585130000>

2016 – 2024 Housing Element Appendices:

<https://www.countyofkings.com/home/showpublisheddocument/17095/636518076925170000>

SECTION 3
INSTRUCTIONS TO PROPOSERS

3.1 SUBMISSION INSTRUCTIONS

Proposals must be received in the County’s Purchasing Department, located at 1400 W. Lacey Blvd., Building 6, in Hanford, California at or before **4:00 p.m. local time on April 3, 2023**. All proposals shall be submitted on 8 ½ x 11-inch paper and shall be bound or contained in a binder. An electronic version of the proposal must also be provided on a USB drive.

Proposers shall submit one (1) original proposal and three (3) copies. The original proposal shall be marked as “Original” on the first page of the proposal in a location and font size that are easily identifiable. All proposals must be submitted under seal in either an envelope(s) or box, which shall be clearly marked on the outside to read:

Name of Proposer
RFP number and title
Proposal submittal deadline and time

Proposals shall be delivered to:

Kings County Purchasing Department
Attn: Evan Jones, Purchasing Manager
1400 W. Lacey Blvd, Bldg. 6
Hanford, California 93230

3.2 PROPOSAL FORMAT

Proposals must be submitted in the following format. Non-conforming proposals will not be considered. Each section shall be clearly marked with either tabs or sections, which correspond to the sections below.

In the event any of the sections below do not apply, Proposers shall indicate “Not Applicable” in response thereto.

3.2.1 SIGNATURE PAGE

Proposers must include a completed Signature Page, as attached hereto as Exhibit A, at the front of their proposals. Failure to include a completed Signature Page shall be grounds for rejection of the proposal.

3.2.2 COVER LETTER

The cover letter must include the Proposer's name, address, and telephone number, as well as the name and email address of a designated contact individual. The email address provided must be available to receive service of any notices sent regarding this RFP.

3.2.3 COMPANY OVERVIEW

A brief description of the company and its structure, including, but not limited to, the name(s), business address(es), and telephone number(s) of the company's officers, directors, and associates, and the name(s) and address(es) of any parent or subsidiary companies.

3.2.4 SUBCONTRACTORS

If the Proposer will be using subcontractors to perform some or all of the work, the name(s) and address(es) of these subcontractors must be included, along with a description of which portion of the work or service they will perform. Said information shall be provided on the Subcontractor List, attached hereto as Exhibit B.

If the Proposer is part of a joint venture, one legal entity must be designated as the Primary Proposer. All other participants shall be considered subcontractors.

3.2.5 RELEVANT EXPERIENCE

Provide a brief description of your company's past relevant experience as it relates to the requested work or services. Include a minimum of five (5) references. Each reference should include the name, address, and phone number, along with a contact person and a description of the work performed. References should be listed in the Reference List, attached hereto as Exhibit C.

3.2.6 SUPPORT TEAM

Identify the individual(s) who will form the support team for performing the work or services for this RFP. Include brief descriptions of each individual's experience and a description of the role he or she will take in performing the work or service.

3.2.7 TIMEFRAME FOR COMPLETION

Provide a realistic approach to complete the work or services within the timeframe provided within this RFP.

3.2.8 ASSISTANCE FROM COUNTY

Provide a written summary of any information, access, or assistance you will expect or need from the County to complete the work or services within the given timeframe.

3.2.9 PROJECT COST

Provide a detailed breakdown of the costs associated with the work or services to be performed as well as an overall, total, cost for the services or work to be performed. In addition, provide the proposed costs for any services or work that may be performed at the County's request, in addition to the work or services requested in this RFP, if applicable. Proposers are responsible for ensuring that all costs are set forth in this section. Failure to properly calculate costs or include additional costs will not be a basis for re-negotiation of the compensation for the winning bid.

Proposals must include a 60-day price guarantee.

3.2.10 PROPOSED SCOPE OF WORK

Provide a summary of the work or services to be performed to be attached to the parties' agreement as a scope of work. The scope of work must be concise and address each and every requirement of the proposed work or services, as set forth in Section 2. Proposals submitted without a concise scope of work suitable to be attached to the parties' agreement as an exhibit will not be considered; copies of the proposal will not be accepted as a scope of work.

3.2.11 ACKNOWLEDGMENT OF ADDENDA

Provide an acknowledgment of any addenda issued for this RFP, if applicable.

3.2.12 EVALUATION OF THE PROPOSED AGREEMENT

Proposers must review the proposed agreement, which is attached to this RFP as Exhibit F, and acknowledge their willingness to enter into a final, negotiated agreement if awarded the bid. Proposers must list any exceptions to the terms of the proposed agreement in their proposals, acknowledge their ability to satisfy the insurance and any other requirements as set forth therein, and acknowledge their ability to abide by all other terms of the agreement. Failure to take exception to a term in the proposed contract will result in a waiver of the successful Proposer's right to negotiate that term.

The County reserves the right to negotiate any term in the proposed agreement.

3.2.13 CONFLICT OF INTEREST

Proposers shall certify in their proposals that no official or employee of the County, or any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring the award of this RFP.

3.2.14 AFFIDAVIT OF NON-COLLUSION

Proposers shall include a completed Affidavit of Non-Collusion with their proposals on the form attached hereto as Exhibit D. Failure to include a completed Affidavit of Non-Collusion may result in the rejection of the proposal as non-responsive.

3.3 TIMELINE OF EVENTS

The County expects this RFP to follow the below timeline:

March 3, 2023	Issuance of the RFP
March 10, 2023	Deadline for questions 5:00 p.m. local time
April 3, 2023	Proposals due 4:00 p.m. local time
April 17, 2023	Notice of Intent to Award sent to Proposers
May 16, 2023	Present final agreement to the Board of Supervisors for approval
June 15, 2023	Services begin

The County reserves the right to amend this schedule at any time.

3.4 EVALUATION CRITERIA

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Section 3.2. Failure to include any sections in the proposal will result in that proposal being deemed non-responsive.

During the scoring process, the Evaluation Committee may contact the Proposer’s references, or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer’s qualifications to perform the requested services or work.

Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the County. **10 points.**
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work. **15 points.**
3. Demonstrated technical competence and experience to perform the services or work requested in the RFP. **15 points.**
4. Past record of performance of similar work or services as determined by all available information. These criteria will be based not only on the information contained within the proposal, but also by discussions with the Proposers and their references, as well as other relevant entities or individuals who have used the Proposer for similar work or services. **40 points.**
5. Proposer's demonstrated ability to perform the work or services set out in the RFP within the given time frame. **20 points.**

3.5 DISCUSSION WITH PROPOSERS AND CLARIFICATIONS TO PROPOSALS

The County reserves the right to contact Proposers to seek clarification of their submitted proposals during the evaluation process. These discussions shall be solely for the purpose of ensuring that the County has a full and complete understanding of the submitted proposals and the Proposer's qualifications to perform the requested work or services. The County will not discuss the contents of other Proposer's proposals during these discussions.

3.6 ORAL PRESENTATIONS

The County reserves the right to request the Proposers to make oral presentations to further explain their proposals and demonstrate their ability to perform the requested work or services. Proposers will be advised in writing whether an oral presentation will be required and, if so, when, and where said presentation shall take place.

3.7 REQUESTS FOR INFORMATION OR CLARIFICATION OF RFP

Proposers are responsible for submitting any and all questions concerning the work or services set forth in Section 2 or any other aspect of this RFP no later than 5:00 pm on March 10, 2023. Questions must be presented in writing and submitted to the Purchasing Manager at the address noted above or via email at Evan.Jones@co.kings.ca.us . Proposers must include the RFP number in their requests for information.

3.8 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw or revise their proposals anytime before the submittal date. Requests to withdraw or revise proposals must be made in writing and submitted to the Purchasing Manager at the address above or via email to: Evan.Jones@co.kings.ca.us . Proposals may not be withdrawn or revised after the submittal date.

3.9 SELECTION AND ANNOUNCEMENT OF APPARENT SUCCESSFUL PROPOSER

Proposals will be evaluated by an Evaluation Committee as selected by the County. The Evaluation Committee will use the Evaluation Criteria as set forth in Section 3.4 in scoring the submitted proposals and determining which proposal will be presented to the Kings County Board of Supervisors (“the Board”) for approval.

Proposers will be notified of the County’s decision in writing through a Notice of Intent to Award. The Notice of Intent to Award will be sent through email.

3.10 PROTEST OF AWARD

Proposers who wish to protest the RFP or announcement of award must submit their protests in writing and submitted to the Purchasing Manager at the address above or via email at Evan.Jones@co.kings.ca.us .

Protests of the process, terms, conditions, or any other aspect of the RFP must be submitted before the RFP’s submittal date. Failure to submit a protest before this date will act as a waiver of the Proposer’s right to protest these portions of the RFP.

Protests of the announcement of the award must be made within five (5) working days of the date of the Notice of Intent to Award. Protests must include the following information:

- 1) The name, address, telephone number, and email address of the protesting Proposer;
- 2) The signature of the protesting Proposer or the representative of the Proposer;
- 3) The RFP number;
- 4) A detailed statement of the legal or factual basis for the protest;
- 5) All documents or other records that support the Proposer’s basis for the protest;
- 6) The form of relief requested; and

7) Acknowledgment of the Proposer's willingness to accept any and all notices or decisions regarding this protest and any resulting appeal via email.

Protests will be considered and responded to by the Purchasing Manager or designee within five (5) working days of the receipt of the protest. In the event the protesting Proposer wishes to appeal the decision of the Purchasing Manager or designee, said appeal shall be presented in writing to the Clerk of the Board within five (5) working days of the date of the Purchasing Manager's response.

Proposers appealing the Purchasing Manager's decision must work with the Clerk of the Board to schedule a hearing of the Proposer's appeal on the Board's agenda for the next regular meeting. The hearing will be conducted informally and will not be a full evidentiary hearing. However, the Proposer and the County will be given the opportunity to present arguments and provide evidence at the hearing.

Any evidence to be presented at the hearing must be presented to the Clerk of the Board and the Purchasing Manager at least three (3) working days prior to the scheduled hearing. Proposers may be represented by counsel, but the rules of evidence governing civil proceedings will not apply to this hearing.

The Board will issue its decision either orally at the hearing or in writing within three (3) working days of the hearing.

Any costs incurred by a Proposer in filing and pursuing a protest or appeal shall be the sole responsibility of the Proposer. The County shall not reimburse the Proposer for the costs of a protest or appeal, even if the protest or appeal results in a favorable outcome for the Proposer.

The procedures set forth above are mandatory and constitute a Proposer's sole and exclusive remedy in the event of a protest or appeal of the RFP or the award thereof. Failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest or appeal, including filing a claim or initiating legal proceedings. In addition, failure to appear at the hearing set for an appeal shall constitute a waiver of the Proposer's right to appeal.

The County reserves the right to extend any of the above timeframes as necessary. Said extensions shall be communicated to the protesting Proposer in writing via email.

SECTION 4
NOTICE TO PROPOSERS; GENERAL INFORMATION

4.1 NOTICE TO PROPOSERS

This RFP does not constitute an agreement or offer of employment between the County and the Proposers. The costs of preparing proposals shall be the sole obligation of the Proposers. Once submitted, all proposals become the property of the County.

The successful Proposer shall be considered an independent consultant and not an agent, officer, or employee of the County or entitled to any benefits arising therefrom.

4.2 CONFIDENTIALITY

Proposals are only confidential during the evaluation process. Once an agreement has been signed between the County and the successful Proposer, any and all proposals shall be subject to disclosure under the California Public Records Act (“the Act”) as found under Section 7920 *et seq.* of the Government Code. Proposers are therefore responsible for ensuring that they have not included any confidential information in their proposals, such as trade secrets, social security numbers, or proprietary information.

Proposers are hereby put on notice that the County will not redact any portions of the submitted proposals when releasing them pursuant to a request under the Act.

4.3 LATE PROPOSALS

The County assumes no responsibility for the submission of late proposals. It is the sole responsibility of the Proposers to ensure their proposals are received in the Purchasing Division. The County will not accept proposals via email or fax. Late proposals will not be considered.

4.4 ADDENDA TO THE RFP

Proposers must carefully examine the specifications set forth in Section 2 and submit any and all questions or requests for information to the County no later than 5:00 pm on March 10, 2023 as set forth in Section 3.7. Failure to submit a request for information before the designated date will result in a waiver of the Proposer’s right to protest any award under this RFP on the basis of the process, terms, conditions, or claimed ambiguity regarding this RFP.

The County reserves the right to make corrections via written addenda to this RFP as needed prior to the submittal date. Addenda shall only be valid if issued in writing; oral

communications about this RFP with County employees will not be binding on the County unless set forth in a written addendum.

Addenda shall be posted on the County's website under the Purchasing Division tab under the section dedicated to this RFP and available in hard copy in the office of the Purchasing Manager. Proposers must acknowledge any and all addenda issued by signing and dating the addenda and including them with the proposal.

Proposers are solely responsible for checking the County's website and contacting the Purchasing Manager prior to the submittal date to ensure that they are aware of and acknowledge any and all addenda in their proposals. Failure to acknowledge and include any or all addenda may result in the proposal being deemed non-responsive.

4.5 COMMUNICATIONS WITH THE EVALUATION COMMITTEE OR COUNTY STAFF

Proposers shall not contact any member of the Evaluation Committee or any other County employee during the evaluation phase for this RFP unless contacted by the Evaluation Committee as allowed under Sections 3.5 or 3.6. Proposers who contact County personnel in an attempt to badger, cajole, bribe, influence, or obtain confidential information about the evaluations of the proposals during the evaluation phase may have their proposals declared disqualified from consideration.

4.6 FALSE OR MISLEADING STATEMENTS

Proposals containing false or misleading statements, or which include references that do not support an attribute or skill claimed by the Proposer, may be rejected as non-responsive to this RFP.

If the County determines that a Proposer's false or misleading statements were provided with intent to mislead the County in its evaluation of the proposal, the proposal will be deemed non-responsive. The County reserves the right to also prohibit the Proposer from submitting proposals for work or services under future RFPs.

4.7 PREVAILING WAGE AND REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The work or services set forth in Section 2 may constitute a public work for purposes of California's prevailing wage laws. Proposers shall be solely responsible for determining whether the proposed work is a public work and subject to the payment of prevailing wage and registration with the Department of Industrial Relations for the audit of the same. Proposers who fail to verify whether the work or services requested in this RFP constitute a public work and are subject to California's prevailing wage laws when

calculating the amount of their bids shall not be allowed to amend the proposed amount to account for this mistake.

4.8 NEWS RELEASES

Proposers shall not issue news releases pertaining to the award resulting from this RFP without prior written approval of the County.

EXHIBIT A
SIGNATURE PAGE

(Proposer to complete and place in front of proposal)

Individual/Company: _____

Address: _____

Contact Person's name: _____

Contact Person's title: _____

Contact Person's telephone number: _____

Contact Person's email address: _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to submit this proposal and sign on behalf of the organization and assure that all statements made in the proposal are accurate and truthful. The undersigned agrees to provide the work or services requested in this Request for Proposal at the price contained therein and will comply with all terms and conditions of the proposed agreement, unless otherwise stipulated through a written exception.

Authorized Representative – Name

Title

Authorized Representative's signature

Business License No. (if applicable):

(Hanford) _____

(Kings County) _____

Professional License No. (if applicable): _____

EXHIBIT B

SUBCONTRACTOR LIST

(Proposer to complete and return with proposal)

Subcontractor No. 1 - Name: _____

Address: _____

Contact Person: _____

Email: _____ Title: _____

Amount of work or services to be performed (percentage): _____

Types of work or services to be performed: _____

Subcontractor No. 2 - Name: _____

Address: _____

Contact Person: _____

Email: _____ Title: _____

Amount of work or services to be performed (percentage): _____

Types of work or services to be performed: _____

Subcontractor No. 3 - Name: _____

Address: _____

Contact Person: _____

Email: _____ Title: _____

Amount of work or services to be performed (percentage): _____

Types of work or services to be performed: _____

EXHIBIT C

REFERENCE LIST

(Proposer to complete and return with proposal)

List five (5) references where the same or similar work or services were provided.

Reference No. 1 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

Reference No. 2 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

Reference No. 3 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

Reference No. 4 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

Reference No. 5 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

EXHIBIT D

AFFIDAVIT OF NON-COLLUSION

I hereby affirm that:

- 1) I am the Proposer (if Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the Proposer having authority to sign on the Proposer’s behalf (if Proposer is a corporation).
- 2) The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, or without agreement, understanding, or planned common course of action with, any other vendor or materials, supplies, equipment, or services described in the request for proposal, designed to limit the independent bidding or competition.
- 3) The contents of the proposal have not been communicated by the Proposer or its employees or agents, to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.
- 4) I have fully informed myself regarding the accuracy of the statements made on this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in: _____, _____ on: _____ by:
(City) (State) (Date)

Name of Proposer

Address

City, State, Zip Code

Authorized Signature

EXHIBIT E
ADA GRIEVANCE PROCEDURE

Appendix E.

Kings County ADA Grievance Procedure

Kings County

Grievance Procedure under ADA or

California State Disability Civil Rights Laws

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

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

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

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

Dominic Tyburski, ADA Coordinator

County Government Center

1400 West Lacey Blvd.

Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

EXHIBIT F

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2023, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and _____, a _____ (hereinafter “Contractor”).

RECITALS

WHEREAS, County requires services related to the update of the multi-jurisdiction Housing Element for the 2024 – 2032 planning period, prepared for the County of Kings and Cities of Avenal, Corcoran, Hanford, and Lemoore; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

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

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

3. COMPENSATION

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**.

Should no funds or insufficient funds be appropriated for this Agreement, 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 County's representative, 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 shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

Following termination, Contractor shall turn over to the County all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. 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. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

The right to terminate this Agreement under this section 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 shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party

shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

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

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, 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.

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

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be 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 if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. 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 Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. 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 County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full 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 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 County by any taxing authority or third party asserting that an employer-employee relationship exists by reason 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 that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not 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 and all health and safety standards set forth by the State of California and County.

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or

employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing 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, or sexual orientation.

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

19. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

COUNTY:

COUNTY OF KINGS
PURCHASING DIVISION
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to

a third party.

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

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

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

25. AUTHORITY

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

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS _____


By: _____
Richard Valle,
Chairman

By: _____

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

 05/05/2023

Sarah Poots

APPROVED AS TO FORM:
Diane Freeman, County
Counsel

By: _____

Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Fees

**MEMORANDUM OF UNDERSTANDING
REGARDING
COUNTY OF KINGS
REGIONAL EARLY ACTION PLANNING FUNDS**

This Memorandum of Understanding (“MOU”), effective as of _____, 2023 is made and entered into by and between KINGS COUNTY ASSOCIATION OF GOVERNMENTS, a Joint Powers Authority established under California Government Code section 6500, *et seq.* (“KCAG”) and the COUNTY OF KINGS (“Sponsor”) (collectively, “Parties”).

RECITALS

WHEREAS, the California Department of Housing and Community Development (“HCD”) has provided funds to local public agencies as part of the Regional Early Action Planning (“REAP”) Program; and

WHEREAS, REAP Program funds may be used to conduct planning activities that will accelerate housing production and housing-related initiatives; and

WHEREAS, the REAP funds have been made available to the Central Valley region through the San Joaquin Valley REAP Committee on behalf of the Fresno Council of Governments, the Kern Council of Governments, KCAG, the Madera County Transportation Commission, the Merced County Association of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, and the San Joaquin Council of Governments; and

WHEREAS, members of the San Joaquin Valley REAP Committee signed a regional Memorandum of Understanding (“RMOU”) to facilitate the further sub-allocation of the funds to local jurisdictions. A copy of the RMOU is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the RMOU has delegated the responsibility to KCAG for administration of the grant allocation locally, and KCAG has established the procedures and processes necessary to fulfill that responsibility; and

WHEREAS, KCAG desires to work with Sponsor to support the local housing planning efforts of its constituent agencies (City of Avenal, City of Corcoran, City of Hanford, City of Lemoore, and County of Kings) through the use of REAP Program funds.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties agree as follows:

AGREEMENT

1.1 Project Description. The project descriptions, scope of work, delivery schedule, and the anticipated timing for release of REAP funds are specified in **Exhibit B** and incorporated herein by this reference (the “Project”).

1.2 Change In Project Scope. A change in the Project Scope of Work as described in Exhibit B may not be implemented until it has been approved in writing by KCAG.

1.3 Eligible Reimbursement Costs. Eligible reimbursement costs shall be the same as defined by HCD statutes, rules and regulations.

1.4 Use of Funds. Sponsor shall use REAP funds consistent with the Project Scope of Work as described in Exhibit B or as approved by KCAG pursuant to Section 1.2.

1.5 Timely Use of Funds. REAP funds are one-time, housing planning funds that must be expended no later than December 31, 2024. KCAG staff will monitor Sponsor's expenditures on an annual basis to minimize the risk of losing funds that are intended to benefit the region. If expenditures appear to be behind schedule, Sponsor agrees to work with KCAG to establish a schedule to expend funds or to determine whether to reprogram funds to maximize the regional benefit. The Parties agree that, to meet the State expenditure deadline and to submit required reporting and invoicing timely, all REAP funds shall be expended by August 31, 2024.

1.6 Completion of Project. Sponsor shall be responsible for the timely completion of the Project and to provide management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with Exhibit B.

1.7 Invoices and Progress Reports. Sponsor shall submit to KCAG an invoice and progress report monthly reflecting all expenses incurred up to the date of submission for eligible activities conducted during the MOU period.

1.8 Termination of MOU. The Parties agree that this MOU will terminate on December 31, 2024, unless modified in writing and signed by both Parties prior to that date.

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

Terri King, Executive Director
Kings County Association
of Governments

Date

Richard Valle, Chairman
Kings County Board of Supervisors

Date

APPROVED AS TO FORM:

General Counsel
Kings County Association
of Governments

Date

APPROVED AS TO FORM:

County Counsel
County of Kings

Date

EXHIBITS:

Exhibit A- San Joaquin Valley RMOU
Exhibit B- Project Scope of Work

EXHIBIT A

SAN JOAQUIN VALLEY REAP COMMITTEE
REGIONAL MOU

AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN VALLEY REGIONAL EARLY ACTION PLANNING COMMITTEE
FOR HOUSING

This Amendment to Agreement (hereinafter "Amendment No. 1 to MOU") amends that certain agreement (hereinafter "MOU") entered into November 19, 2020, by and between the agencies ("**Members**") comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing ("**Committee**") set forth below:

Fresno Council of Governments

2035 Tulare Street Suite 201
Fresno, CA 93721
Email: tboren@fresnocog.org

Kern Council of Governments

1401 19th Street, Suite 300
Bakersfield, California 93301
Email: ahakimi@kerncog.org

Kings County Association of Governments

339 W D Street
Lemoore, CA 93245
Email: terri.king@co.kings.ca.us

Madera County Transportation Commission

2001 Howard Road, Suite 201
Madera, CA 93637
Email: patricia@maderactc.org

Merced County Association of Governments

369 W 18th Street
Merced, CA 95340
Email: stacie.guzman@mcagov.org

San Joaquin Council of Governments

555 E Weber Avenue
Stockton, CA 95202
Email: achesley@sjcog.org

Stanislaus Council of Governments

1111 "I" Street, Suite 308
Modesto, CA 95354
Email: rpark@stancog.org

Tulare County Association of Governments

210 N Church Street, Suite B
Visalia, CA 93291
Email: tsmalley@tularecog.org

RECITALS

- A. The Members have decided to amend the distribution of the proceeds of the Initial Grant (defined in the November 19, 2020 MOU).
- B. The revised distribution is attached hereto and incorporated herein by reference as Exhibit B-1, which the Members intend to replace Exhibit B under the November 19, 2020 MOU.

///

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AGREEMENT

In consideration for their mutual promises, the Members agree as follows:

1. Section 1, Allocation of Initial Grant of the November 19, 2020 MOU shall be deleted in its entirety and replaced with the following:
 1. Allocation of Initial Grant. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
 - a. FCOG will retain \$4,475,000 of the Initial Grant to perform the following tasks:
 - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
 - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
 - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
 - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in Exhibit B-1, "Phase I" in proportion to each Member's relative population using California Department of Finance population estimates updated as of January 2020.
 - c. FCOG shall distribute and additional \$1,000,000 of the Initial Grant directly to each of the Members, on the basis of \$125,000 each as more particularly described in Exhibit B-1, "Phase II."
2. It is the intent of the parties this Amendment No. 1 to MOU shall become effective July 1, 2021 ("**Effective Date**").
3. Unless expressly modified by the terms of this Amendment No. 1 to MOU, all other terms of the November 19, 2020 MOU remain in full force and effect.

4. Each Member represents and warrants that the individual signing this Amendment No. 1 to MOU is duly authorized to do so and their signature on this Amendment No. 1 to MOU legally binds that Member to the terms of this Amendment No. 1 to MOU.
5. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU. #

[Signature pages follow.]

The Members have caused this Amendment 1 to MOU to be executed as of the date and year first above written.

Fresno Council of Governments

By: 

Tony Boren, Director

Approved as to Legal Form:

By:

Print:

Kern Council of Governments

By:

Ahron Hakimi, Director

Approved as to Legal Form:

By:
: _____

Print:

Kings County Association of Governments

By:

Terri King, Director

Approved as to Legal Form:

By:

Print:

Madera County Transportation Commission

By:

Patricia Taylor, Director

Approved as to Legal Form:

By:

Print:

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

By:

Tony Boren, Director

Kern Council of Governments

By:

By: 

Ahron Hakimi, Director

Kings County Association of Governments

By:

Terri King, Director

Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director

San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

By:

Tony Boren, Director

Kern Council of Governments

By:

Ahron Hakimi, Director

Kings County Association of Governments

By:

By: 

Terri King, Director

Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director

San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

Fresno Council of Governments

By:

Tony Boren, Director

Kern Council of Governments

By:

Ahron Hakimi, Director


Kings County Association of Governments

By:

Terri King, Director

Madera County Transportation Commission

By:

By: 

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director

San Joaquin Council of Governments

By:

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

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Stacie Guzman

Stacie Guzman, Director

San Joaquin Council of Governments

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Madera County Transportation Commission

By:

Patricia Taylor, Director

Merced County Association of Governments

By:

Stacie Dabbs, Director

San Joaquin Council of Governments

By:

DocuSigned by:
Diane Nguyen
FBB731587E874D4...

Diane Nguyen, Director

Stanislaus Council of Governments

By:

Rosa Park, Director

Tulare County Association of Governments

By:

Ted Smalley, Director

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Ted Smalley, Director

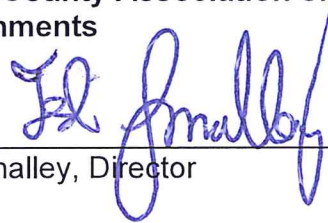


EXHIBIT B-1

San Joaquin Valley REAP Summary Funding Table

----- Initial Funding ----->

	Phase I (1st app)				Phase II (2nd app)			Phase III (3rd app)	Summary		
	Original for RHNA	Sub Alloc Cities\County	Additional RHNA (a)	Total Phase I	Valleywide Planning	Supplemental RHNA (b)	Total Phase II	Sub Alloc Cities\County	Funds Dedicated to REAP	Funds Dedicated to RHNA	Total HCD Program
FCOG	187,989	762,257	164,491	1,114,738	4,475,000	125,000		2,057,660	7,294,918	477,480	7,772,398
Kern	168,871	684,737	147,762	1,001,370		125,000		1,848,399	2,533,136	441,633	2,974,769
Kings	28,492	115,527	24,930	168,949		125,000		311,858	427,386	178,422	605,808
Madera	29,155	118,219	25,511	172,886		125,000		319,124	437,344	179,666	617,010
Merced	52,345	212,248	45,802	310,395		125,000		572,948	785,196	223,147	1,008,343
San Joaquin	142,517	577,877	124,703	845,097		125,000		1,559,939	2,137,817	392,220	2,530,037
Stanislaus	102,407	415,238	89,606	607,250		125,000		1,120,905	1,536,143	317,013	1,853,156
Tulare	88,223	357,727	77,195	523,145		125,000		965,658	1,323,384	290,419	1,613,803
Total	800,000	3,243,831	700,000	4,743,831	4,475,000	1,000,000	5,475,000	8,756,492	16,475,323	2,500,000	18,975,323
Percentage	17%	68%	15%	100%	82%	18%	100%	100%	87%	13%	100%

Significant Local
Agency Involvement
in REAP process

Proposed future
funding, subject to
change by HCD

Notes: (a) Sum of Valleywide Tech Assist, Admin and Housing Report that was in the 1st app and subsequently moved to the 2nd app.
(b) \$1M transferred from Valleywide to regional planning agencies for RHNA planning. Also can be used for admin and project staffing/management.

Phase II (2nd app) Valleywide Budget	
Supplemental RHNA	1,000,000
Comprehensive Housing Report	500,000
Housing Report Policy Implem.	1,000,000
Household Travel Survey	500,000
Consultant Bench	1,500,000
Outreach, Marketing	250,000
Fresno COG Admin	300,000
Housing Program Manager	314,200
Reserve/Contingencies	110,800
	5,475,000

MEMORANDUM OF UNDERSTANDING

San Joaquin Valley Regional Early Action Planning Committee for Housing

This memorandum of understanding (“**MOU**”) is made this 19th day of November 2020 (“**Effective Date**”), by and between the agencies (“**Members**”) comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing (“**Committee**”) set forth below:

Fresno Council of Governments

2035 Tulare Street Suite 201
Fresno, CA 93721
Email: tboren@fresnocog.org

Kern Council of Governments

1401 19th Street, Suite 300
Bakersfield, California 93301
Email: ahakimi@kerncog.org

Kings County Association of Governments

339 W D Street
Lemoore, CA 93245
Email: terri.king@co.kings.ca.us

Madera County Transportation Commission

2001 Howard Road, Suite 201
Madera, CA 93637
Email: patricia@maderactc.org

Merced County Association of Governments

369 W 18th Street
Merced, CA 95340
Email: stacie.guzman@mcagov.org

San Joaquin Council of Governments

555 E Weber Avenue
Stockton, CA 95202
Email: achesley@sjcog.org

Stanislaus Council of Governments

1111 “I” Street, Suite 308
Modesto, CA 95354
Email: rpark@stancog.org

Tulare County Association of Governments

210 N Church Street, Suite B
Visalia, CA 93291
Email: tsmalley@tularecog.org

RECITALS

- A. Under section 50515.02, subdivision (a), of the Health and Safety Code, the State of California Department of Housing and Community Development (“**HCD**”) has made available one hundred twenty-five million dollars (\$125,000,000) in local government planning support grants to regional entities and working groups as outlined by the statute.
- B. The Committee is one of the working groups identified in section 50515.02, subdivision (a), of the Health and Safety Code.
- C. On June 26, 2020, the Members approved submission of an application for grant funding (“**Application**”) to HCD by Fresno Council of Governments (“**FCOG**”) as the fiscal agent on behalf of the Committee.

- D. On August 14, 2020, HCD approved the Application and an allocation of \$10,218,830.75 in grant funds (the “**Initial Grant**”) to the Members through FCOG.
- E. On August 20, 2020, FCOG and HCD executed grant funding agreement number 19-REAP-14029 (“**Agreement**”). A true and correct copy of the Agreement is attached hereto as “Exhibit A.”
- F. This MOU is intended to reflect the Members’ understanding of the distribution of the Initial Grant and to facilitate the subsequent implementation of activities by the Members in furtherance of the purposes for which the Initial Grant was approved by HCD.

The Members therefore agree as follows:

1. Allocation of Initial Grant. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
 - a. FCOG will retain \$5,475,000 of the Initial Grant to perform the following tasks:
 - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
 - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
 - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
 - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in “Exhibit B,” in proportion to each Member’s relative population using California Department of Finance population estimates updated as of January 2020.
2. Compliance with the Agreement and MOU. Each Member hereby acknowledges its cognizance of and its understanding of its obligation to comply with the terms and conditions of the Agreement and MOU. Each Member agrees to abide by the terms and conditions of the Agreement and to undertake all actions requested by FCOG pursuant to the Agreement or MOU, in order to facilitate FCOG’s compliance with the terms and conditions of the Agreement.
3. Compliance with the Law. Each Member agrees to comply with all Federal, State, and local laws in the performance of its obligations under this MOU.

4. Sub-Agreements. Copies of all agreements between any Member and any sub-recipient, contractor or subcontractor shall be submitted to FCOG, so that they then may be provided to HCD's Program Manager as required by Exhibit D, section 8, paragraph B of the Agreement.
5. Quarterly Reports. Each Member also shall deliver to FCOG, on a quarterly basis, status reports and accounting records reflecting any expenditure of the Initial Grant by that Member or by a sub-recipient of that Member. Each Member shall deliver its status reports and accounting records within thirty (30) days following the end of the period covered by the document. Each member's quarterly status reports shall, at a minimum, include discussion of any allocations or sub-allocations of the Initial Grant, a description of any project initiated in whole or in part with the Initial Grant and a description of the progress made on any such project.
6. Retention of Records. Each Member shall maintain public records (as that term is defined in Government Code section 6252) (collectively, "**Records**") required under the Agreement, relating to any matter contained in this MOU, or demonstrating that the Initial Grant was used in a manner consistent with the Agreement. Each Member shall make the Records available to FCOG, HCD or the State Auditor upon demand. Each Member shall maintain the Records and make them available for inspection for a period of at least one (1) year following the termination of this MOU or the time specified in Government Code section 8546.7, whichever is later. Records relating to any audit or litigation relevant to this MOU or the Agreement shall be retained by each Member for five years after the conclusion or final resolution of such matter, as required by Exhibit D, section 3, paragraph E of the Agreement.
7. Disallowed Costs. Each Member shall return to FCOG any funds which HCD has disallowed within 90 days following notice to the Member.
8. Indemnity.
 - a. Each Member shall indemnify FCOG, along with FCOG's officers, directors, and employees, for any costs or liabilities (including without limitation for damages, court costs, attorneys' fees, and expert witness fees) arising from, resulting from, or in connection with that Member's actions with respect to subject matter of this MOU or relating in any way to the use of the Initial Grant proceeds by that Member or any sub-recipient, contractor, or subcontractor of that Member.
 - b. Notwithstanding, the obligation to indemnify shall not apply to any costs or liabilities caused solely by the active negligence or willful misconduct of FCOG or any of its officers, directors, and employees.
9. Duration of MOU. This MOU shall be in effect from the Effective Date until December 31, 2024 unless its term is extended by written modification in accordance with the provisions of section 12, paragraph c of this MOU.

10. Subsequent MOUs. The Members understand and agree that subsequent MOUs may be necessary to facilitate the distribution of further grant funding from HCD under section 50515.02, subdivision (a), of the Health and Safety Code. The Members hereby commit to negotiate the terms and conditions of such subsequent MOUs in good faith, in order to achieve concurrence and ensure execution of same in a timely fashion.
11. Notices. All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided for the Members above. Any Member may change its address for receipt of notice by providing notice of that change as provided in this section 11.
 - a. A notice delivered by personal service is effective upon service to the recipient.
 - b. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
 - c. A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
 - d. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.
12. General Provisions.
 - a. This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Members.
 - b. This MOU represents the entire understanding of the Members as to those matters contained in this MOU. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOU.
 - c. This MOU may not be modified or altered except by writing signed by all Members.
 - d. No Member may assign, delegate or transfer its rights and duties in this MOU without the written consent of all other Members, except that any Member may enter into one or more sub-agreements with any sub-recipient, contractor, or subcontractor to implement activities in furtherance of the

purposes for which the Initial Grant was approved by HCD without the necessity of obtaining such consent.

- e. Any dispute arising under this MOU, which is not resolvable by informal mediation between or among the Members, shall be adjudicated in a court of law under the laws of the State of California.
- f. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).
- g. This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this MOU shall only be in California. Any action brought to interpret or enforce this MOU, or any of the terms or conditions hereof, shall be brought and maintained in the Fresno County Superior Court.
- h. If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Members shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Members' original intent.
- i. Section headings are provided for convenience only and are not part of this MOU.
- j. This MOU does not and is not intended to create any rights or obligations for any person or entity except for the Members.
- k. Each Member represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Member to the terms of this MOU.
- l. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

[Signature pages follow.]

The Members have caused this MOU to be executed as of the date and year first above written.

Fresno Council of Governments

By: *Tony Boren*

Tony Boren, Director

Approved as to Legal Form:

By: _____

Print: _____

Kern Council of Governments

By: *Ahron Hakimi*

Ahron Hakimi, Director

Approved as to Legal Form:

By: _____

Print: _____

Kings County Association of Governments

By: *Terri King*

Terri King, Director

Approved as to Legal Form:

By: _____

Print: _____

Madera County Transportation Commission

By: *Patricia Taylor*

Patricia Taylor, Director

Approved as to Legal Form:

By: _____

Print: _____

Merced County Association of Governments

By: Stacie Guzman
Stacie Guzman, Director

Approved as to Legal Form:
By: _____
Print: _____

San Joaquin Council of Governments

By: Andrew T. Chesley
Andrew Chesley, Director

Approved as to Legal Form:
By: _____
Print: _____

Stanislaus Council of Governments

By: _____
Rosa Park, Director

Approved as to Legal Form:
By: Rosa Park
Print: _____

Tulare County Association of Governments

By: _____
Ted Smalley, Director

Approved as to Legal Form:
By: Ted Smalley
Print: _____

Exhibit A

Grant funding agreement number 19-REAP-14029

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19-REAP-14029	PURCHASING AUTHORITY NUMBER (if applicable)
-----------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Fresno Council of Governments

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
12/31/2024

3. The maximum amount of this Agreement is:
\$10,218,830.75

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Fresno Council of Governments

CONTRACTOR BUSINESS ADDRESS 2035 Tulare St., #201	CITY Fresno	STATE CA	ZIP 93721
--	----------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING <i>TONY BOREN</i>	TITLE <i>EX. DIRECTOR</i>
---	------------------------------

CONTRACTOR AUTHORIZED SIGNATURE <i>Tony Boren</i>	DATE SIGNED <i>8/20/20</i>
--	-------------------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Shaun Singh	TITLE Contracts Manager, Business & Contract Services Branch
---	--

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED <i>9/3/2020</i>
---	--------------------------------

Shaun Singh California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing needs assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Health and Safety Code sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. The Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability ("NOFA") pursuant to Health and Safety Code section 50515.04, subdivision (f).

Pursuant to Health and Safety Code section 50515.02, subdivision (d)(3), a council of governments or a fiscal agent of a multiagency working group, as defined in section 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of full funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application and award for advance payment, subsequent advance payment application and award, application and award for the full remaining fund amount and amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04, subdivision (g).

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions

Regional Early Action Planning Grant Program (REAP)

NOFA Date: October 10, 2019

Approved Date: April 9, 2020

Prep. Date: August 12, 2020

EXHIBIT A

of the NOFA, this Agreement, subsequent amendments to this Agreement, the representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the Department shall encumber the full amount pursuant the NOFA and provide advance payment and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds after the initial application up to 25 percent of the full amount described in Exhibit B.

3. **Definitions**

Terms herein shall have the same meaning as defined by the NOFA.

4. **Scope of Work**

Grantee shall use the awarded funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and any subsequent applications for partial or full funding. The Scope of Work may be amended in compliance with statutory requirements subject to approval by the Department.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be made available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to meet the statutory requirements of the Program and facilitate amendments to this agreement, including but not limited to reporting or audit requirements, progress in implementing advance payment(s), or award of the full amount available to the Grantee.

EXHIBIT A

- C. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with statutory or Department requirements.
- E. The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

6. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development Division
Land Use Planning Unit
Attention: REAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$10,218,830.75.
- B. This Agreement authorizes an initial advance payment(s) for eligible activities as described in the application.
- C. This Agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A, of this Exhibit, and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the advance payment, any subsequent payment and the total amount prior to

EXHIBIT B

disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

3. **Grant Timelines**

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c)(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may modify the November 1, 2023 deadline and may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

4. **Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

Regional Early Action Planning Grants (REAP)
NOFA Date: October 10, 2019
Approved Date: March 30, 2020
Prep. Date: August 12, 2020

EXHIBIT B

- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

5. **Performance**

The Grantee will be subject to amendments to this section as a result of future applications and awards.

6. **Fiscal Administration**

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards, in consultation with the Grantee.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

EXHIBIT D

REAP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

- A. At any time during the term of the Standard Agreement, the Department may
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perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

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- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
 - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. **Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

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- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
 - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
 - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
 - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

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with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
 - 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. **Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. **Third-Party Contracts**

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- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this

EXHIBIT D

clause in all contracts and subcontracts they enter into to perform work under REAP.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Department, ownership of all United States and international copyrights in each and

EXHIBIT D

every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Department and no further agreement will be necessary to transfer ownership to the Department.

13. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved, in consultation with the Grantee.

Exhibit B

Pro-rata Initial Allocations to Each Regional Transportation Planning Agency Based on January 2020 California Department of Finance Population Estimates

REAP PLANNING GRANT INITIAL ALLOCATIONS			MPO DISTRIBUTION
MPO Share by Population*			
Fresno Council of Governments	1,032,227	23.50%	\$1,114,737.62
Kern Council of Governments	927,251	21.11%	\$1,001,370.41
Kings County Association of Governments	156,444	3.56%	\$168,949.28
Madera County Transportation Commission	160,089	3.64%	\$172,885.65
Merced County Association of Governments	287,420	6.54%	\$310,394.79
San Joaquin Council of Governments	782,545	17.81%	\$845,097.40
Stanislaus Council of Governments	562,303	12.80%	\$607,250.45
Tulare County Association of Governments	484,423	11.03%	\$523,145.14
Total	4,392,702	100.00%	\$4,743,830.75

EXHIBIT B

PROJECT SCOPE OF WORK

**PROJECT SCOPE OF WORK FOR
THE 2024-2032 HOUSING ELEMENT UPDATE**

I. HOUSING ELEMENT UPDATE

Kings County is currently in the process of conducting a comprehensive update of the Kings County Housing Element, which includes preparing the multijurisdictional Housing Element update for County unincorporated areas as well as the four incorporated Cities (Avenal, Corcoran, Hanford, and Lemoore). The Kings County Community Development Agency is assigned coordination of this project and seeks proposals from qualified consultants to provide professional services for the development of the Housing Element update.

The Housing Element update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with County and City General Plans and in compliance with state statutes to be certified by the California Department of Housing and Community Development (HCD). The update shall contain an overview of the housing needs in the unincorporated and incorporated areas of Kings County and provide analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, and quantified objectives to further the development, improvement, and preservation of housing. The five jurisdictions in Kings County have collectively decided to prepare a joint countywide Housing Element with administrative support from the Kings County Development Agency. Kings County's current Housing Element is for the planning period from 2016 to 2024. This Housing Element update will be for the planning period from 2024 to 2032.

The scope of work shall include the following:

- Meetings with County and City staff, other agencies' staff, public officials, and the general public
- Coordination with other Consultants or subcontractors engaged, if necessary, in a supportive and joint effort
- Develop team assignments and a project task timeline compatible with Housing Element update due dates
- Complete an evaluation of the 2016-2024 Housing Element update
- Coordinate with County and City staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
- Analysis of resources that cover land inventory, site analysis, financial and administrative resources, and energy conservation
- Analysis of constraints, including governmental and nongovernmental
- Provide public review and final document and any appendices or references in a format acceptable to the County

- Upon completion of agency and public review, comments will be addressed and incorporated into relative context and submitted to the County for review, comment, and further revision, if necessary
- Provide timely progress updates to the Kings County Community Development Agency as requested and adhere to timelines as possible
- Prepare staff reports and other relative documents for Planning Commissions, City Councils, and Boards of Supervisors
- Effort with public outreach, including preparation of event materials, solicitation of comments, workshops, and public meetings throughout Kings County

Deliverables shall include:

- Project Task Timeline and Team Assignments
- Working and Final Drafts of the 2024-2032 Housing Element
- Hearing Drafts
- Public Participation Summaries
- 2024-2032 Housing Element Study
- Associated documents, appendices, and background studies
- Staff reports and related documentation
- HCD Draft of the 2024-2032 Housing Element and mandated information for certification
- Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA)
- Synopsis of recommended changes by HCD following the review period of HCD Draft
- HCD Certified 2024-2032 Housing Element
- 2024-2032 Housing Element Certificate Letter from HCD

EXHIBIT C
CONTACT INFORMATION FOR PARTICIPATING AGENCIES

For the County of Kings:

Chuck Kinney
Director of Community Development
1400 W. Lacey Blvd. Bldg. #6
Hanford, CA 93230
559-852-2670
Chuck.Kinney@co.kings.ca.us

For the City of Hanford

Jason Waters
Deputy City Manager
317 Douty St.
Hanford, CA 93230
559-585-2580
jwaters@cityofhanfordca.com

For the City of Avenal:

Kao Nou Yang
Director of Community and Economic
Development
919 Skyline Blvd.
Avenal, CA 93204
559-401-9854
kyang@cityofavenal.us

For the City of Lemoore

Kristie Baley
Management Analyst
711 Cinnamon Dr.
Lemoore, CA 93245
559-924-6744 * 740
kbaley@lemoore.com

For the City of Corcoran:

Kevin Tromborg
Community Development Director
932 Whitley Ave.
Corcoran, CA 93212
559-992-2151
Kevin.Tromborg@cityofcorcoran.com

Exhibit A

State of California

GOVERNMENT CODE

Section 65580

65580. The Legislature finds and declares as follows:

(a) The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order.

(b) The early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels.

(c) The provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government.

(d) Local and state governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community.

(e) The Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the state in addressing regional housing needs.

(f) Designating and maintaining a supply of land and adequate sites suitable, feasible, and available for the development of housing sufficient to meet the locality's housing need for all income levels is essential to achieving the state's housing goals and the purposes of this article.

(Amended by Stats. 2017, Ch. 375, Sec. 1. (AB 1397) Effective January 1, 2018.)

State of California

GOVERNMENT CODE

Section 65585

65585. (a) In the preparation of its housing element, each city and county shall consider the guidelines adopted by the department pursuant to Section 50459 of the Health and Safety Code. Those guidelines shall be advisory to each city or county in the preparation of its housing element.

(b) (1) At least 90 days prior to adoption of a revision of its housing element pursuant to subdivision (e) of Section 65588, or at least 60 days prior to the adoption of a subsequent amendment to this element, the planning agency shall submit a draft element revision or draft amendment to the department. The local government of the planning agency shall make the first draft revision of a housing element available for public comment for at least 30 days and, if any comments are received, the local government shall take at least 10 business days after the 30-day public comment period to consider and incorporate public comments into the draft revision prior to submitting it to the department. For any subsequent draft revision, the local government shall post the draft revision on its internet website and shall email a link to the draft revision to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting the draft revision to the department.

(2) The planning agency staff shall collect and compile the public comments regarding the housing element received by the city, county, or city and county, and provide these comments to each member of the legislative body before it adopts the housing element.

(3) The department shall review the draft and report its written findings to the planning agency within 90 days of its receipt of the first draft submittal for each housing element revision pursuant to subdivision (e) of Section 65588 or within 60 days of its receipt of a subsequent draft amendment or an adopted revision or adopted amendment to an element. The department shall not review the first draft submitted for each housing element revision pursuant to subdivision (e) of Section 65588 until the local government has made the draft available for public comment for at least 30 days and, if comments were received, has taken at least 10 business days to consider and incorporate public comments pursuant to paragraph (1).

(c) In the preparation of its findings, the department may consult with any public agency, group, or person. The department shall receive and consider any written comments from any public agency, group, or person regarding the draft or adopted element or amendment under review.

(d) In its written findings, the department shall determine whether the draft element or draft amendment substantially complies with this article.

(e) Prior to the adoption of its draft element or draft amendment, the legislative body shall consider the findings made by the department. If the department's findings are not available within the time limits set by this section, the legislative body may act without them.

(f) If the department finds that the draft element or draft amendment does not substantially comply with this article, the legislative body shall take one of the following actions:

(1) Change the draft element or draft amendment to substantially comply with this article.

(2) Adopt the draft element or draft amendment without changes. The legislative body shall include in its resolution of adoption written findings which explain the reasons the legislative body believes that the draft element or draft amendment substantially complies with this article despite the findings of the department.

(g) Promptly following the adoption of its element or amendment, the planning agency shall submit a copy to the department.

(h) The department shall, within 90 days, review adopted housing elements or amendments and report its findings to the planning agency.

(i) (1) (A) The department shall review any action or failure to act by the city, county, or city and county that it determines is inconsistent with an adopted housing element or Section 65583, including any failure to implement any program actions included in the housing element pursuant to Section 65583. The department shall issue written findings to the city, county, or city and county as to whether the action or failure to act substantially complies with this article, and provide a reasonable time no longer than 30 days for the city, county, or city and county to respond to the findings before taking any other action authorized by this section, including the action authorized by subparagraph (B).

(B) If the department finds that the action or failure to act by the city, county, or city and county does not substantially comply with this article, and if it has issued findings pursuant to this section that an amendment to the housing element substantially complies with this article, the department may revoke its findings until it determines that the city, county, or city and county has come into compliance with this article.

(2) The department may consult with any local government, public agency, group, or person, and shall receive and consider any written comments from any public agency, group, or person, regarding the action or failure to act by the city, county, or city and county described in paragraph (1), in determining whether the housing element substantially complies with this article.

(j) The department shall notify the city, county, or city and county and may notify the office of the Attorney General that the city, county, or city and county is in violation of state law if the department finds that the housing element or an amendment to this element, or any action or failure to act described in subdivision (i), does not substantially comply with this article or that any local government has taken an action in violation of the following:

(1) Housing Accountability Act (Section 65589.5).

(2) Section 65863.

- (3) Chapter 4.3 (commencing with Section 65915).
- (4) Section 65008.
- (5) Housing Crisis Act of 2019 (Chapter 654, Statutes of 2019, Sections 65941.1, 65943, and 66300).
- (6) Section 8899.50.
- (7) Section 65913.4.
- (8) Article 11 (commencing with Section 65650).
- (9) Article 12 (commencing with Section 65660).
- (10) Section 65913.11.
- (11) Section 65400.
- (12) Section 65863.2.
- (13) Chapter 4.1 (commencing with Section 65912.100).

(k) Commencing July 1, 2019, prior to the Attorney General bringing any suit for a violation of the provisions identified in subdivision (j) related to housing element compliance and seeking remedies available pursuant to this subdivision, the department shall offer the jurisdiction the opportunity for two meetings in person or via telephone to discuss the violation, and shall provide the jurisdiction written findings regarding the violation. This paragraph does not affect any action filed prior to the effective date of this section. The requirements set forth in this subdivision do not apply to any suits brought for a violation or violations of paragraphs (1) and (3) to (9), inclusive, of subdivision (j).

(l) In any action or special proceeding brought by the Attorney General relating to housing element compliance pursuant to a notice or referral under subdivision (j), the Attorney General may request, upon a finding of the court that the housing element does not substantially comply with the requirements of this article pursuant to this section, that the court issue an order or judgment directing the jurisdiction to bring its housing element into substantial compliance with the requirements of this article. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If a court determines that the housing element of the jurisdiction substantially complies with this article, it shall have the same force and effect, for purposes of eligibility for any financial assistance that requires a housing element in substantial compliance and for purposes of any incentives provided under Section 65589.9, as a determination by the department that the housing element substantially complies with this article.

(1) If the jurisdiction has not complied with the order or judgment after 12 months, the court shall conduct a status conference. Following the status conference, upon a determination that the jurisdiction failed to comply with the order or judgment compelling substantial compliance with the requirements of this article, the court shall impose fines on the jurisdiction, which shall be deposited into the Building Homes and Jobs Trust Fund. Any fine levied pursuant to this paragraph shall be in a minimum amount of ten thousand dollars (\$10,000) per month, but shall not exceed one hundred thousand dollars (\$100,000) per month, except as provided in paragraphs (2) and (3). In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust

Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(2) If the jurisdiction has not complied with the order or judgment after three months following the imposition of fees described in paragraph (1), the court shall conduct a status conference. Following the status conference, if the court finds that the fees imposed pursuant to paragraph (1) are insufficient to bring the jurisdiction into compliance with the order or judgment, the court may multiply the fine determined pursuant to paragraph (1) by a factor of three. In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(3) If the jurisdiction has not complied with the order or judgment six months following the imposition of fees described in paragraph (1), the court shall conduct a status conference. Upon a determination that the jurisdiction failed to comply with the order or judgment, the court may impose the following:

(A) If the court finds that the fees imposed pursuant to paragraphs (1) and (2) are insufficient to bring the jurisdiction into compliance with the order or judgment, the court may multiply the fine determined pursuant to paragraph (1) by a factor of six. In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(B) The court may order remedies available pursuant to Section 564 of the Code of Civil Procedure, under which the agent of the court may take all governmental actions necessary to bring the jurisdiction's housing element into substantial compliance pursuant to this article in order to remedy identified deficiencies. The court shall determine whether the housing element of the jurisdiction substantially complies with this article and, once the court makes that determination, it shall have the same force and effect, for all purposes, as the department's determination that the housing element substantially complies with this article. An agent appointed pursuant to this paragraph shall have expertise in planning in California.

(4) This subdivision does not limit a court's discretion to apply any and all remedies in an action or special proceeding for a violation of any law identified in subdivision (j).

(m) In determining the application of the remedies available under subdivision (l), the court shall consider whether there are any mitigating circumstances delaying the jurisdiction from coming into compliance with state housing law. The court may consider whether a city, county, or city and county is making a good faith effort to come into substantial compliance or is facing substantial undue hardships.

(n) Nothing in this section shall limit the authority of the office of the Attorney General to bring a suit to enforce state law in an independent capacity. The office of the Attorney General may seek all remedies available under law including those set forth in this section.

(o) Notwithstanding Sections 11040 and 11042, if the Attorney General declines to represent the department in any action or special proceeding brought pursuant to a notice or referral under subdivision (j) the department may appoint or contract with other counsel for purposes of representing the department in the action or special proceeding.

(p) Notwithstanding any other provision of law, the statute of limitations set forth in subdivision (a) of Section 338 of the Code of Civil Procedure shall apply to any action or special proceeding brought by the Office of the Attorney General or pursuant to a notice or referral under subdivision (j), or by the department pursuant to subdivision (o).

(Amended by Stats. 2022, Ch. 657, Sec. 2.3. (AB 2653) Effective January 1, 2023.)

Exhibit C

	US Census Bureau population 2020	Percentage of total population
Hanford	57990	44.28%
Corcoran	12087	9.23%
Lemoore	27038	20.65%
Avenal	8989	6.86%
Kings	24855	18.98%
Total	130959	100.00%



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Community Development Agency – Chuck Kinney/Noelle Tomlinson
SUBJECT: AGREEMENT FOR SERVICES WITH REALTY PLANNERS GROUP, INC.
TO PREPARE THE MULTIJURISDICTIONAL 2024-2032 HOUSING
ELEMENT UPDATE

SUMMARY:

Overview:

The Housing Element of the 2035 Kings County General Plan is required to be updated every eight years pursuant to Government Code Section 65580 et seq. For the sixth cycle, the City of Avenal, City of Corcoran, City of Hanford, City of Lemoore, and Kings County will collaborate on a multijurisdictional Housing Element to create consistency across the region and to benefit from cost savings. A proposal has been received from Realty Planners Group, Inc. for services to prepare the multijurisdictional 2024-2032 Housing Element Update.

Recommendation:

Approve the agreement with Realty Planners Group, Inc. for services in preparing the multijurisdictional 2024-2032 Housing Element Update, effective May 23, 2023 until final adoption of the multijurisdictional 2024-2032 Housing Element Update is complete.

Fiscal Impact:

Regional Early Action Planning Program funds for the multijurisdictional 2024-2032 Housing Element Update are available to the Kings County region and are estimated at \$311,858. The proposal for services from Realty Planners Group, Inc. is \$489,300, leaving a remaining balance of \$177,442 after the Regional Early Action Planning Program funds have been utilized. Kings County and the Cities of Avenal, Corcoran, Hanford, and Lemoore have agreed to divide the remaining balance of \$177,442 proportionate to each jurisdiction’s population. Kings County’s portion is \$33,678 and is included in the proposed budget for fiscal year 2023-2024.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT FOR SERVICES WITH REALTY PLANNERS GROUP, INC. TO PREPARE THE MULTIJURISDICTIONAL 2024-2032 HOUSING ELEMENT UPDATE

May 23, 2023

Page 2 of 2

BACKGROUND:

Pursuant to Government Code Section 65580 (Exhibit A) et seq, the Housing Element of the 2035 Kings County General Plan must be updated in eight-year cycles. The Housing Element update addresses housing-related development and availability with efforts prioritizing the expansion of housing opportunities and accommodating the housing needs of Kings County of all economic levels. The 6th cycle is for the 2024-2032 planning period and is due to the California Department of Housing and Community Development (HCD) within 120 days after January 15, 2024. The Housing Element Update is prepared pursuant to Government Code Section 65585 (Exhibit A), including but not limited to developing the Regional Housing Needs Allocation (RHNA) and sites inventories, preparing an initial draft and appropriate subsequent revisions, conducting public outreach, accepting public comment, and final submittal to HCD. Adoption of the 2024-2032 Housing Element Update occurs once a letter is received affirming compliance from HCD.

A Request for Proposals was issued on March 3, 2023 for the services of a qualified consultant(s) to prepare the 6th cycle multijurisdictional 2024-2032 Housing Element Update (“Update”), closing on April 3, 2023. Realty Planners Group, Inc. (“Consultant”) was the only respondent and proposes their services to complete the Update scope of work in compliance with the HCD due date for the cost of \$489,300 (Exhibit B).

The Kings County Community Development Agency will provide staff support for the Consultant and be a point of contact for the jurisdictions. The agreement will terminate when the multijurisdictional 2024-2032 Housing Element Update has been certified by HCD and adopted by the Kings County Board of Supervisors and the individual City Councils.

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

Attachments:

Exhibit A – Government Code Sections 65580 & 65585

Exhibit B – Proposal from Realty Planner Groups, Inc.

Exhibit C – Cost Breakdown by Jurisdiction

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the 23rd day of May, 2023, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Realty Planners Group, Inc., a corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, County requires services related to the update of the multi-jurisdiction Housing Element for the 2024 – 2032 planning period, prepared for the County of Kings and Cities of Avenal, Corcoran, Hanford, and Lemoore; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

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

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

3. COMPENSATION

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**.

Should no funds or insufficient funds be appropriated for this Agreement, 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 County's representative, 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 shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

Following termination, Contractor shall turn over to the County all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. 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. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

The right to terminate this Agreement under this section 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 shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party

shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

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

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, 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.

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

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be 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 if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. 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 Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. 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 County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full 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 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 County by any taxing authority or third party asserting that an employer-employee relationship exists by reason 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 that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not 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 and all health and safety standards set forth by the State of California and County.

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or

employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing 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, or sexual orientation.

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

19. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

COUNTY:
COUNTY OF KINGS
PURCHASING DIVISION
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
REALTY PLANNERS GROUP, INC.
3258 ALTA VISTA RD.
FALLBROOK, CA 92028

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to

a third party.

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

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

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

25. AUTHORITY


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

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

REALTY PLANNERS GROUP, INC.

By: _____
Richard Valle, Chairman
County of Kings
Board of Supervisors

By:  _____
ISSAC A. GEORGE
CEO

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

(Endorsement on next page.) _____
Sarah Poots

APPROVED AS TO FORM:
Diane Freeman, County
Counsel

By: (Signature on next page.) _____

Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Fees

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS


By: _____
Richard Valle, Chairman
County of Kings
Board of Supervisors

By: _____
Issac A. George,
CEO/Director of Planning & Development
Realty Planners Group, Inc.

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

 05/02/2023

Sarah Poots

APPROVED AS TO FORM:
Diane Freeman, County
Counsel

By:  _____

Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Fees

PROJECT SCOPE OF WORK FOR THE 2024-2032 HOUSING ELEMENT UPDATE

I. HOUSING ELEMENT UPDATE

Kings County is currently in the process of conducting a comprehensive update of the Kings County Housing Element, which includes preparing the multijurisdictional Housing Element update for County unincorporated areas as well as the four incorporated Cities (Avenal, Corcoran, Hanford, and Lemoore). The Kings County Community Development Agency is assigned coordination of this project and seeks proposals from qualified consultants to provide professional services for the development of the Housing Element update.

The Housing Element update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with County and City General Plans and in compliance with state statutes to be certified by the California Department of Housing and Community Development (HCD). The update shall contain an overview of the housing needs in the unincorporated and incorporated areas of Kings County and provide analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, and quantified objectives to further the development, improvement, and preservation of housing. The five jurisdictions in Kings County have collectively decided to prepare a joint countywide Housing Element with administrative support from the Kings County Development Agency. Kings County's current Housing Element is for the planning period from 2016 to 2024. This Housing Element update will be for the planning period from 2024 to 2032.

The scope of work shall include the following:

- Meetings with County and City staff, other agencies' staff, public officials, and the general public
- Coordination with other Consultants or subcontractors engaged, if necessary, in a supportive and joint effort
- Develop team assignments and a project task timeline compatible with Housing Element update due dates
- Complete an evaluation of the 2016-2024 Housing Element update
- Coordinate with County and City staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
- Analysis of resources that cover land inventory, site analysis, financial and administrative resources, and energy conservation
- Analysis of constraints, including governmental and nongovernmental
- Provide public review and final document and any appendices or references in a format acceptable to the County

- Upon completion of agency and public review, comments will be addressed and incorporated into relative context and submitted to the County for review, comment, and further revision, if necessary
- Provide timely progress updates to the Kings County Community Development Agency as requested and adhere to timelines as possible
- Prepare staff reports and other relative documents for Planning Commissions, City Councils, and Boards of Supervisors
- Effort with public outreach, including preparation of event materials, solicitation of comments, workshops, and public meetings throughout Kings County

Deliverables shall include:

- Project Task Timeline and Team Assignments
- Working and Final Drafts of the 2024-2032 Housing Element
- Hearing Drafts
- Public Participation Summaries
- 2024-2032 Housing Element Study
- Associated documents, appendices, and background studies
- Staff reports and related documentation
- HCD Draft of the 2024-2032 Housing Element and mandated information for certification
- Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA)
- Synopsis of recommended changes by HCD following the review period of HCD Draft
- HCD Certified 2024-2032 Housing Element
- 2024-2032 Housing Element Certificate Letter from HCD

COUNTY OF KINGS – HOUSING ELEMENT UPDATE – PROPOSAL FROM REALTY PLANNERS GROUP

Table 1: Timeframe* & Project Cost (Flat Rate, Not-to-Exceed Total Costs @ \$140/Hour).

No.	Timeline	Task	Hours	Rate (\$) *	Total (\$)	Staff
1.	July 2023 – August 2024	Task A: Project Management and Initiation	200	140	28,000	George/Melilli
2.	July – October 2023	Task B: Evaluation of Existing Housing Element	200	140	28,000	George/Jihane
3.	July – October 2023	Task C: Housing Needs Assessment	200	140	28,000	George/Melilli
4.	July – October 2023	Task D: Housing and Financial Resources	200	140	28,000	George/Melilli
5.	July – October 2023	Task E: Housing Constraints	400	140	56,000	George/Melilli
6.		Task F: Draft and Final Housing Element				
7.	July – October 2023	Task F.1: Administrative Drafts – Staff Review	545	140	76,300	George/Melilli
8.	Nov. 2023 – Dec. 2023	Task F.2: Draft Housing Element -Public Review (30-days review)	300	140	42,000	George/Melilli
9.	Dec. 2023 – Mar. 2023	Task F.3: Draft Housing Element – HCD Review (90 days review).	300	140	42,000	George/Melilli
10.	April 2024 – June 2024	Task F.4: Final Housing Element & Adoption by Council	400	140	56,000	George/Melilli
11.	June 2024 – Aug. 2024	Task F.5: HCD Certification (60 days review).	200	140	28,000	George/Jihane
12.	Nov. 2023 - Dec. 2023	Task G: Environmental Document (CEQA IS/MND).	400	140	56,000	George/Melilli
13.	July 2023 – October 2023	Task H: Public Participation & Community Workshops/Hearings	150	140	21,000	George/Melilli
14.	August 2023 – August 2024	Task I: Deliverables (Included as part of the above Tasks).	0	0	0	George
15.		TOTAL COST (\$)	3,495	140	489,300	
16.	* The time-line will be fine-tuned based on contract approval date. Work beyond the scope of Project Proposal will be provided at a flat rate @ \$140.00/Hr., including overhead costs for travel, printing, and materials.					

Exhibit A

State of California

GOVERNMENT CODE

Section 65580

65580. The Legislature finds and declares as follows:

(a) The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order.

(b) The early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels.

(c) The provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government.

(d) Local and state governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community.

(e) The Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the state in addressing regional housing needs.

(f) Designating and maintaining a supply of land and adequate sites suitable, feasible, and available for the development of housing sufficient to meet the locality's housing need for all income levels is essential to achieving the state's housing goals and the purposes of this article.

(Amended by Stats. 2017, Ch. 375, Sec. 1. (AB 1397) Effective January 1, 2018.)

State of California

GOVERNMENT CODE

Section 65585

65585. (a) In the preparation of its housing element, each city and county shall consider the guidelines adopted by the department pursuant to Section 50459 of the Health and Safety Code. Those guidelines shall be advisory to each city or county in the preparation of its housing element.

(b) (1) At least 90 days prior to adoption of a revision of its housing element pursuant to subdivision (e) of Section 65588, or at least 60 days prior to the adoption of a subsequent amendment to this element, the planning agency shall submit a draft element revision or draft amendment to the department. The local government of the planning agency shall make the first draft revision of a housing element available for public comment for at least 30 days and, if any comments are received, the local government shall take at least 10 business days after the 30-day public comment period to consider and incorporate public comments into the draft revision prior to submitting it to the department. For any subsequent draft revision, the local government shall post the draft revision on its internet website and shall email a link to the draft revision to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting the draft revision to the department.

(2) The planning agency staff shall collect and compile the public comments regarding the housing element received by the city, county, or city and county, and provide these comments to each member of the legislative body before it adopts the housing element.

(3) The department shall review the draft and report its written findings to the planning agency within 90 days of its receipt of the first draft submittal for each housing element revision pursuant to subdivision (e) of Section 65588 or within 60 days of its receipt of a subsequent draft amendment or an adopted revision or adopted amendment to an element. The department shall not review the first draft submitted for each housing element revision pursuant to subdivision (e) of Section 65588 until the local government has made the draft available for public comment for at least 30 days and, if comments were received, has taken at least 10 business days to consider and incorporate public comments pursuant to paragraph (1).

(c) In the preparation of its findings, the department may consult with any public agency, group, or person. The department shall receive and consider any written comments from any public agency, group, or person regarding the draft or adopted element or amendment under review.

(d) In its written findings, the department shall determine whether the draft element or draft amendment substantially complies with this article.

(e) Prior to the adoption of its draft element or draft amendment, the legislative body shall consider the findings made by the department. If the department's findings are not available within the time limits set by this section, the legislative body may act without them.

(f) If the department finds that the draft element or draft amendment does not substantially comply with this article, the legislative body shall take one of the following actions:

(1) Change the draft element or draft amendment to substantially comply with this article.

(2) Adopt the draft element or draft amendment without changes. The legislative body shall include in its resolution of adoption written findings which explain the reasons the legislative body believes that the draft element or draft amendment substantially complies with this article despite the findings of the department.

(g) Promptly following the adoption of its element or amendment, the planning agency shall submit a copy to the department.

(h) The department shall, within 90 days, review adopted housing elements or amendments and report its findings to the planning agency.

(i) (1) (A) The department shall review any action or failure to act by the city, county, or city and county that it determines is inconsistent with an adopted housing element or Section 65583, including any failure to implement any program actions included in the housing element pursuant to Section 65583. The department shall issue written findings to the city, county, or city and county as to whether the action or failure to act substantially complies with this article, and provide a reasonable time no longer than 30 days for the city, county, or city and county to respond to the findings before taking any other action authorized by this section, including the action authorized by subparagraph (B).

(B) If the department finds that the action or failure to act by the city, county, or city and county does not substantially comply with this article, and if it has issued findings pursuant to this section that an amendment to the housing element substantially complies with this article, the department may revoke its findings until it determines that the city, county, or city and county has come into compliance with this article.

(2) The department may consult with any local government, public agency, group, or person, and shall receive and consider any written comments from any public agency, group, or person, regarding the action or failure to act by the city, county, or city and county described in paragraph (1), in determining whether the housing element substantially complies with this article.

(j) The department shall notify the city, county, or city and county and may notify the office of the Attorney General that the city, county, or city and county is in violation of state law if the department finds that the housing element or an amendment to this element, or any action or failure to act described in subdivision (i), does not substantially comply with this article or that any local government has taken an action in violation of the following:

(1) Housing Accountability Act (Section 65589.5).

(2) Section 65863.

- (3) Chapter 4.3 (commencing with Section 65915).
- (4) Section 65008.
- (5) Housing Crisis Act of 2019 (Chapter 654, Statutes of 2019, Sections 65941.1, 65943, and 66300).
- (6) Section 8899.50.
- (7) Section 65913.4.
- (8) Article 11 (commencing with Section 65650).
- (9) Article 12 (commencing with Section 65660).
- (10) Section 65913.11.
- (11) Section 65400.
- (12) Section 65863.2.
- (13) Chapter 4.1 (commencing with Section 65912.100).

(k) Commencing July 1, 2019, prior to the Attorney General bringing any suit for a violation of the provisions identified in subdivision (j) related to housing element compliance and seeking remedies available pursuant to this subdivision, the department shall offer the jurisdiction the opportunity for two meetings in person or via telephone to discuss the violation, and shall provide the jurisdiction written findings regarding the violation. This paragraph does not affect any action filed prior to the effective date of this section. The requirements set forth in this subdivision do not apply to any suits brought for a violation or violations of paragraphs (1) and (3) to (9), inclusive, of subdivision (j).

(l) In any action or special proceeding brought by the Attorney General relating to housing element compliance pursuant to a notice or referral under subdivision (j), the Attorney General may request, upon a finding of the court that the housing element does not substantially comply with the requirements of this article pursuant to this section, that the court issue an order or judgment directing the jurisdiction to bring its housing element into substantial compliance with the requirements of this article. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If a court determines that the housing element of the jurisdiction substantially complies with this article, it shall have the same force and effect, for purposes of eligibility for any financial assistance that requires a housing element in substantial compliance and for purposes of any incentives provided under Section 65589.9, as a determination by the department that the housing element substantially complies with this article.

(1) If the jurisdiction has not complied with the order or judgment after 12 months, the court shall conduct a status conference. Following the status conference, upon a determination that the jurisdiction failed to comply with the order or judgment compelling substantial compliance with the requirements of this article, the court shall impose fines on the jurisdiction, which shall be deposited into the Building Homes and Jobs Trust Fund. Any fine levied pursuant to this paragraph shall be in a minimum amount of ten thousand dollars (\$10,000) per month, but shall not exceed one hundred thousand dollars (\$100,000) per month, except as provided in paragraphs (2) and (3). In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust

Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(2) If the jurisdiction has not complied with the order or judgment after three months following the imposition of fees described in paragraph (1), the court shall conduct a status conference. Following the status conference, if the court finds that the fees imposed pursuant to paragraph (1) are insufficient to bring the jurisdiction into compliance with the order or judgment, the court may multiply the fine determined pursuant to paragraph (1) by a factor of three. In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(3) If the jurisdiction has not complied with the order or judgment six months following the imposition of fees described in paragraph (1), the court shall conduct a status conference. Upon a determination that the jurisdiction failed to comply with the order or judgment, the court may impose the following:

(A) If the court finds that the fees imposed pursuant to paragraphs (1) and (2) are insufficient to bring the jurisdiction into compliance with the order or judgment, the court may multiply the fine determined pursuant to paragraph (1) by a factor of six. In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(B) The court may order remedies available pursuant to Section 564 of the Code of Civil Procedure, under which the agent of the court may take all governmental actions necessary to bring the jurisdiction's housing element into substantial compliance pursuant to this article in order to remedy identified deficiencies. The court shall determine whether the housing element of the jurisdiction substantially complies with this article and, once the court makes that determination, it shall have the same force and effect, for all purposes, as the department's determination that the housing element substantially complies with this article. An agent appointed pursuant to this paragraph shall have expertise in planning in California.

(4) This subdivision does not limit a court's discretion to apply any and all remedies in an action or special proceeding for a violation of any law identified in subdivision (j).

(m) In determining the application of the remedies available under subdivision (l), the court shall consider whether there are any mitigating circumstances delaying the jurisdiction from coming into compliance with state housing law. The court may consider whether a city, county, or city and county is making a good faith effort to come into substantial compliance or is facing substantial undue hardships.

(n) Nothing in this section shall limit the authority of the office of the Attorney General to bring a suit to enforce state law in an independent capacity. The office of the Attorney General may seek all remedies available under law including those set forth in this section.

(o) Notwithstanding Sections 11040 and 11042, if the Attorney General declines to represent the department in any action or special proceeding brought pursuant to a notice or referral under subdivision (j) the department may appoint or contract with other counsel for purposes of representing the department in the action or special proceeding.

(p) Notwithstanding any other provision of law, the statute of limitations set forth in subdivision (a) of Section 338 of the Code of Civil Procedure shall apply to any action or special proceeding brought by the Office of the Attorney General or pursuant to a notice or referral under subdivision (j), or by the department pursuant to subdivision (o).

(Amended by Stats. 2022, Ch. 657, Sec. 2.3. (AB 2653) Effective January 1, 2023.)

Exhibit B

**A PROPOSAL
TO
THE COUNTY OF KINGS
TO PREPARE
THE 2024-2032 MULTI-JURISDICTIONAL HOUSING ELEMENT**



Submitted by:



REALTY PLANNERS GROUP, INC.

3258 Alta Vista Drive

Fallbrook, CA 92028

(661) 549-2006

issac@planninginstitute.org

Submission Deadline: April 3, 2023, 4:00 P.M.

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COUNTY OF KINGS – HOUSING ELEMENT UPDATE – PROPOSAL FROM REALTY PLANNERS GROUP

PART 1

SIGNATURE PAGE

EXHIBIT A

SIGNATURE PAGE

(Proposer to complete and place in front of proposal)

Individual/Company: Realty Planners Group, Inc.

Address: 3258 Alta Vista Road, Fallbrook, CA 92028

Contact Person's name: Issac A. George

Contact Person's title: CEO/Director of Planning & Development

Contact Person's telephone number: 661-549-2006

Contact Person's email address: issac@planninginstitute.org

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to submit this proposal and sign on behalf of the organization and assure that all statements made in the proposal are accurate and truthful. The undersigned agrees to provide the work or services requested in this Request for Proposal at the price contained therein and will comply with all terms and conditions of the proposed agreement, unless otherwise stipulated through a written exception.

Issac A. George CEO/Director of Planning & Development
 Authorized Representative – Name Title



 Authorized Representative's signature

Business License No. (if applicable):
 (Hanford) _____
 (Kings County) _____

Professional License No. (if applicable): _____

PART 2

COVER LETTER

(See following pages).



REALTY PLANNERS GROUP, INC.
3258 Alta Vista Drive
Fallbrook, CA 92028
(661) 549-2006
issac@planninginstitute.org

April 3, 2023

Submitted by Mail

Evan Jones, Purchasing Manager
1400 W. Lacey Boulevard, Building 6
County of Kings
Hanford, California 93230

Subject: Proposal to Prepare the 2024-2032 Housing Element

Dear Evan Jones:

Realty Planners Group, Inc., is pleased to submit our Response to the RFP for updating the Multi-jurisdictional Housing Element of the County of Kings and the cities of Avenal, Corcoran, Hanford, and Lemoore. We have extensive experience working with HCD in certifying numerous Housing Elements. The recent Housing Element prepared for the City of Maricopa was certified by HCD on time. Further, we are currently preparing the 2023-2031 housing elements of the cities of Arvin and Ridgecrest.

Our proposal complies with the requirements of the RFP. We offer exceptional pricing making our services affordable. We are flexible in accommodating the County's work plan, budget, and timeline and we welcome the opportunity to discuss and modify our proposal as needed. Our management approach in preparing housing elements is aimed at achieving cost-effectiveness, work quality and the ability to complete a legally-sufficient, state-certifiable Housing Element on-time, and on budget.

Issac George will serve as the Project Manager and contact person, who will be assisted by a team of experts, namely, David Melilli, a former Community Development Director and Jihane Boussata (Planner), both of whom have demonstrated experience in preparing housing elements and conducting community outreach. Mr. George served as Director of Planning & Building for cities in California, particularly in Kern, Solano, Los Angeles, and Riverside counties.

RPG has no past or pending litigation, and no conflicts of interest. We are fully insured. The proposal is a firm offer, with a flat rate, not-to-exceed price, and is valid for 60 days. Thank you for considering our proposal.

Sincerely,

Issac George

Issac A. George, CEO/Director of Planning & Development

Executive summary

Realty Planners Group, Inc. (formerly, Planning Institute), is a California S Corporation, located at 3258 Alta Vista Drive, Fallbrook, California 92028. Our Contact number is (661) 549-2006.

Realty Planners Group (RPG) offers urban and regional planning consulting services. We are staffed by professional planners and supporting staff offering a full range of services including, but not limited to, current planning, advance planning, economic development, and environmental planning to city and county governments. We also offer real estate and land development services to our clients.

We have thoroughly reviewed the goals and objectives of the RFP and we will meet or exceed the County's expectations in terms of the content, timeliness, and cost. We are proposing to prepare the 2024-2032 Multi-jurisdictional Housing Element Update (County and Cities) in compliance with the applicable State housing laws.

RPG will build on the existing Housing Element, seek public input, and perform a needs and constraints analyses to formulate an implementation plan with appropriate and feasible housing policies. Each action program proposed will have a specific objective, time-frame, funding source and the responsible party for implementation/execution. The implementation plan will satisfy the requirements of Government Code section 65583(b) and (c), as noted below:

- Ensure that housing opportunities are available for all persons in the City/County;
- Preserve and improve the existing stock of affordable housing, including at-risk unit;
- Facilitate development of adequate housing to meet the needs of low- and moderate-income households, meeting regional share of goals;
- Mitigate any governmental constraints to housing production, improvement and/or maintenance;
- Ensure consistency with other General Plan elements and community goals; and
- Make (not just identify) necessary changes to other General Plan elements, the Zoning Code, and other regulatory documents to achieve comprehensive compliance with State Housing Law and to provide the City/County with necessary legislative framework to meet its housing needs and goals.

In the past, we have completed several certified housing elements for the cities of Maricopa, Rio Vista, Arvin, Taft, and McFarland. HCD Certification for the Maricopa Housing Element is attached. Currently, we are preparing the 2023-2031 (6th Cycle) housing elements of the City of Arvin and the City of Ridgecrest.

Issac George served as the Director of Planning, Building, and Community Development for cities in Kern County and Solano County. His familiarity working with Kern, Solano, Los Angeles, and Riverside County cities provide him direct insight of the housing needs and policy challenges in California. This insight provides us the ability to craft HCD-compliant housing action plans without sacrificing other development needs of the community.

PART 3 – COMPANY OVERVIEW

Realty Planners Group, Inc. (formerly, Planning Institute), a California S Corporation, is located at 3258 Alta Vista Drive, Fallbrook, California 92028, offering urban and regional planning consulting services. We are staffed by professional planners and supporting staff offering a full range of services including, but not limited to, current planning, advance planning, economic development, and environmental planning to municipalities. We also offer real estate and land development services to our clients.

Our city and regional planning experience cover a period of over 30 years, especially for cities of Maricopa, Taft, Arvin, McFarland, California City, Wasco, in the San Joaquin Valley and for the city of Rio Vista in East Bay.

We have completed several certified housing elements for the cities of Maricopa, Rio Vista, Arvin, Taft, and McFarland. HCD Certification for the Maricopa Housing Element is attached. It is noteworthy that we are currently preparing the 6th Cycle Housing Element for the cities of Arvin and Ridgecrest.

Issac George, Director of Planning & Development, will serve as the Project Manager and contact person on this project, assisted by David Melilli, Assistant Planning Director, and Jihane Boussata, Planner.

We offer an all-inclusive, competitive, pricing at a flat-rate, not-to-exceed cost as per the budget. We will offer the same hourly rate for optional work, including overheads, if requested by the County.

PART 4 – RELEVANT EXPERIENCE

4.1 Experience Preparing General Plans/Housing Elements.

Mr. George will manage the planning process and the work products mentioned within the RFP. He has prepared and directed several general plan updates/housing elements, listed below:



- **Housing Element, City of Arvin (2023-2031, 6th Cycle Update – Under preparation.**



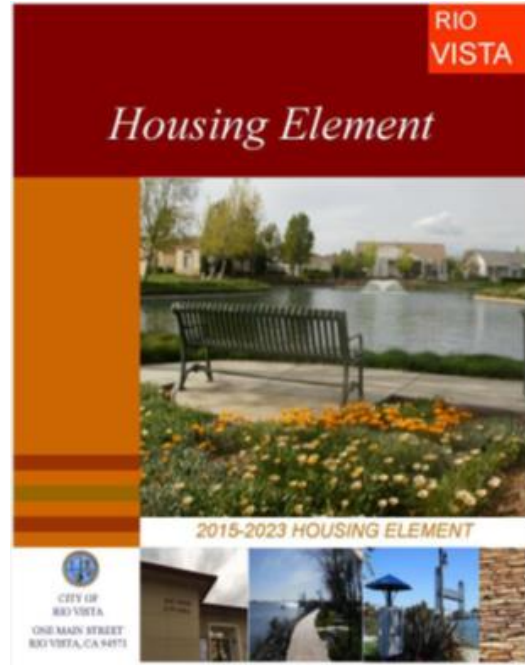
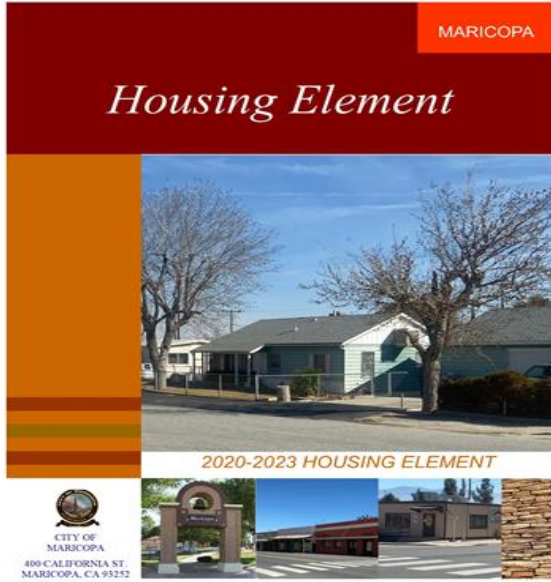
- **Housing Element, City of Ridgecrest (2023-2031), 6th Cycle Update – Under preparation.**



- **Housing Element, City of Maricopa (2015-2023).** On a four-year Cycle. **Certified by HCD** in March 2022.

Besides the Housing Element, the Maricopa contract included the preparation of objective design standards for streamlined, ministerial approval of low-cost housing projects; infill/vacant land study; related zoning ordinance amendments; and a

sewer/water policy resolution for priority allocation to low-income housing developments. RPG completed all the projects on time, on budget.



- **Environmental Justice Element, City of Maricopa (2022).**
- **Land Use Element Update, City of Maricopa (2022).**
- **Circulation Element Update, City of Maricopa (2022).**
- Annual General Plan Progress Report, City of Maricopa (2019).
- Annual General Plan Progress Report, City of Rio Vista (2019).
- Climate Action Plan and General Plan Land Use Amendment for reducing GHG emissions, City of Rio Vista (2015).
- Community Character & Design Element Update (Complete Streets Plan), City of Rio Vista (2012).
- 2015-2023 Housing Element, City of Rio-Vista (2015). **Certified by HCD.**

- General Plan Circulation Element Amendment: Policies for Complete Streets, City of Rio Vista (2015).
- Land Use, Conservation and Open Space, Health and Air Quality Elements, City of Arvin (2010 – 12).
- Climate Action Plan, City of Arvin (2010–2012).
- Circulation Element and Transportation Impact Fee Study, City of Arvin (2010-2012).
- 2008-2013 Housing Element, City of Arvin, CA (2012). **Certified by HCD.**
- 2020 Land Use and Circulation Elements, City of Maricopa (2007), which won the Kern Council of Government’s Award of Merit for Resource Conservation (2009).
- Land Use and Circulation Elements, City of Taft (2004-2006).
- Housing Condition Survey, City of McFarland 2006. Designed survey questionnaire, trained surveyors, and integrat-

ed the survey results into the Housing Element.

- 2002-2007 Housing Element, City of McFarland. **Certified by HCD.**
- 2008-2013 Housing Element, City of McFarland. **Certified by HCD.**
- Housing Condition Survey, City of Taft, CA 2002-2007.
- Housing Element Update, City of Taft, CA 2002-2007. **Certified by HCD.**
- Housing Element Update, City of Taft, CA (Interim Amendment 1998-99). **Certified by HCD.**
- Housing Condition Survey, City of Taft, CA (1998-99).
- Downtown specific plan Update, City of Taft.
- AB 1290 Community Development Agency 2nd Five-Year Implementation Plan & Housing Plan 2000-2004, City of Taft.

4.2 Experience Preparing Design Guidelines for Housing.

- **Objective Design Standards for Streamlined, Ministerial approval of low-cost housing projects, City of Maricopa (2022).**
- Prepared a Smart Growth Primer containing Residential Design Guidelines, as part of the 2020 Land Use Element, City of Maricopa (2007).
- The Rio Vista Housing Element prepared by Mr. George contained policies for Housing Design Incentives for senior housing. Under this policy, Mr. George has worked with the Liberty Development to prepare varying

housing plans that were pre-approved as part of a Planned Unit Development of approximately 1000 Acres (2018-19).

- Site and Architectural Review Application to approve Architectural Styles/Models for the Liberty Subdivision (Non-Senior, Unrestricted Homes), City of Rio Vista (2017).
- Site and Architectural Review Application to approve Model Homes for the Riverwalk Subdivision, City of Rio Vista (2015).
- Rio Vista Community Character and Design Element Update (2012).

4.3 Experience Preparing Environmental Impact Assessments.

RPG has over 30 years of experience in preparing environmental assessments, including statutory exemptions, Mitigated Negative Declarations, Environmental Impact Reports (under CEQA), and Environmental Impacts Statements (under NEPA). Example of reports prepared and supervised are as follows:

- CEQA General Exemptions for several projects, including the Housing Element, City of Maricopa (2022).
- Climate Action Plan, City of Rio Vista (2017).
- Environmental Assessment, Housing Element, City of Arvin (2012).
- Environmental Assessment, Circulation Element, City of Arvin (2010 – 2012).
- Environmental Assessment, General Plan Land Use, Conservation and Open Space, Air Quality, and Community Health elements, City of Arvin.
- Enterprise Zone EIR, City of Arvin (2008).

- Environmental Assessment, Housing Element, City of Taft.
- Environmental Assessment, Housing Element, City of McFarland.
- Environmental Assessment, Land Use and Circulation Elements, City of Maricopa.
- Environmental Assessment, Land Use and Circulation Elements, City of Taft.
- GATX Tank Storage EIR, City of Carson (1985)
- Watson Industrial Complex Specific Plan EIR, City of Carson (1986)
- Chemical Transportation Master EIR, City of Carson (1986).
- EIR on Arco Cogeneration Plant (1987-89).
- Specific Plan EIR, Golden Eagle Refinery site, City of Carson (1984-86).
- Updated the Master Environmental Assessment for Coachella Valley Association of Governments (Eisner-Smith & Associates, 1984-86).
- Environmental Impact Statement (EIS) on a 21-square-mile New City, Phoenix, Arizona, Bureau of Indian Affairs (Eisner-Smith & Associates/Smith-Peroni & Fox, Palm Springs, 1984-86).

PART 5 – SUPPORT TEAM

Issac George, B.S., M.P.A., M.D.D.P., M.A.U.P (UCLA), is the founder and director of the Realty Planners Group. **Mr. George will be the Project Manager and contact person on this project.**

Mr. George has an eclectic education that compliments his comprehensive planning experience. He has a B.S. in Biology; M.P.A. in

Public Administration; M.D.D.P. in Development Planning; and an M.A.U.P. in Urban Planning from the acclaimed University of California, Los Angeles, Graduate School of Architecture and Urban Planning.

Mr. George has worked at all levels in City Planning, including advance planning, current planning, subdivision planning, environmental planning, redevelopment planning, annexations, HCD grant administration, and similar fields. He has worked as a planner in Palm Springs, Carson, Beverly Hills, Taft, Arvin and Rio Vista, and brings over 30 years of experience in comprehensive planning.

During the last 30 years, Mr. George has served in positions such as Principal Planner, Director of Planning, Director of Community Development, and Building Director.

David Melilli, Assistant Planning Director, associated with RPG, has a Bachelor's Degree in Parks Administration from CALPOLY, Pomona, and an Associate Degree in Environmental Sciences from Chaffey College, Rancho Cucamonga. He has served as the Director of Community Development and Public Works in numerous California cities over the last 30 years and has worked with HCD on community development and housing programs.

Jihane Boussata, Planner, associated with RPG, has a B.A. in Linguistics from Johann Wolfgang von Goethe University, Frankfurt, Germany, and is pursuing her Business & Accounting degree from Skyline College, San Bruno. She possesses excellent public presentation skills and analytical experience. Technical writing is her forte. She has been associated with the Realty Planners Group working on the Maricopa Housing Element. She will work as the outreach coordinator, technical editor, statistical analyst, and time-keeper on this project to ensure that the project timelines are met.

PART 6 – TIMEFRAME FOR COMPLETION

A detailed schedule and cost are provided in Part 8, Project Costs. The timeframe has been calibrated to complete the project within a 13-month timeframe.

PART 7 – ASSISTANCE FROM COUNTY

After contract award, RPG will send a data request from staff for general plans, HCD data package, Zoning code and related regulatory documents, land inventory files, maps, General Plan Annual Progress Reports, etcetera required for the Housing Element Update. All data requested shall be submitted to RPG within 15 days.

Comments on work products submitted for staff review should be provided to RPG within 15 days of submittal of work products.

RPG will assist City/County staff on preparing public notices, presentation materials/exhibits and staff support at meetings, as needed. The public hearing Notices for mailing/ posting/publishing will be mailed by City/County staff.

PART 8 – PROJECT COST

Table 1: Timeframe & Project Cost provides a timeline and budget consistent with the requirements of the RFP.

RPG understands that constant interaction is required between County/City staff and RPG staff through telephone and emails, and monthly status reports, besides formal meetings mentioned above. The schedule can be rearranged to meet County’s/City’s requirements.

The costs are broken down by item, task, hours, cost, and personnel responsible for those tasks, as provided in Table 1 below:

COUNTY OF KINGS – HOUSING ELEMENT UPDATE – PROPOSAL FROM REALTY PLANNERS GROUP

Table 1: Timeframe* & Project Cost (Flat Rate, Not-to-Exceed Total Costs @ \$140/Hour).

No.	Timeline	Task	Hours	Rate (\$) *	Total (\$)	Staff
1.	July 2023 – August 2024	Task A: Project Management and Initiation	200	140	28,000	George/Melilli
2.	July – October 2023	Task B: Evaluation of Existing Housing Element	200	140	28,000	George/Jihane
3.	July – October 2023	Task C: Housing Needs Assessment	200	140	28,000	George/Melilli
4.	July – October 2023	Task D: Housing and Financial Resources	200	140	28,000	George/Melilli
5.	July – October 2023	Task E: Housing Constraints	400	140	56,000	George/Melilli
6.		Task F: Draft and Final Housing Element				
7.	July – October 2023	Task F.1: Administrative Drafts – Staff Review	545	140	76,300	George/Melilli
8.	Nov. 2023 – Dec. 2023	Task F.2: Draft Housing Element -Public Review (30-days review)	300	140	42,000	George/Melilli
9.	Dec. 2023 – Mar. 2023	Task F.3: Draft Housing Element – HCD Review (90 days review).	300	140	42,000	George/Melilli
10.	April 2024 – June 2024	Task F.4: Final Housing Element & Adoption by Council	400	140	56,000	George/Melilli
11.	June 2024 – Aug. 2024	Task F.5: HCD Certification (60 days review).	200	140	28,000	George/Jihane
12.	Nov. 2023 - Dec. 2023	Task G: Environmental Document (CEQA IS/MND).	400	140	56,000	George/Melilli
13.	July 2023 – October 2023	Task H: Public Participation & Community Workshops/Hearings	150	140	21,000	George/Melilli
14.	August 2023 – August 2024	Task I: Deliverables (Included as part of the above Tasks).	0	0	0	George
15.		TOTAL COST (\$)	3,495	140	489,300	
16.	* The time-line will be fine-tuned based on contract approval date. Work beyond the scope of Project Proposal will be provided at a flat rate @ \$140.00/Hr., including overhead costs for travel, printing, and materials.					

PART 9 – APPROACH, SCOPE OF WORK AND DELIVERABLES

9.1 APPROACH

Our management approach in preparing housing elements is aimed at achieving cost-effectiveness, work quality (quality of task completion, interactions and deliverables), and the ability to complete a legally-sufficient, state-certifiable Housing Element on-time, and on budget. Our team approach draws on experts from different fields to suit the tasks of the projects at hand, thus reducing overheads.

We will follow an adaptive framework which requires communication with City/County staff, City/County commissions, County Board of Supervisors, City Councils, HCD, stakeholders, and the public. Goals, objectives, and action plans will be formulated or reformulated based on inputs received from all parties. We will be flexible in our approach to incorporate suggestions from staff on budget, contents, and timeline. We will facilitate an inclusive, comprehensive discussion of the long-term housing needs of the Cities/County and make sure that the new Element is prepared in total compliance with the State housing and planning laws.

We will provide timely progress updates to the Kings County Community Development Agency, as requested, and adhere to the timelines. For this, we recommend conducting not to exceed one (1) public workshop in all jurisdictions, conducted simultaneously. This will require the formation of a steering committee comprising of all city planning directors and the Community Development Agency Director for coordination and advice to the consultant. We will hold monthly zoom meetings of the steering committee to discuss data needs and progress of the evaluation and development of the housing element updation.

To reduce costs, we recommend that the public workshops be conducted at Planning Commission meetings availing an opportunity for early

interaction between the decision-making bodies and the public. Hence, **we propose a total of 20 meetings**: five (5) meetings at the planning commission level for early input and conducting the public workshops; five (5) hearings at the Planning Commissions to consider the Draft Housing Element; five (5) meetings, severally, with the City Councils and Board of Supervisors for review of the Draft Housing Element; and five (5) meetings, severally, with City Council and Board of Supervisors for Adoption of the Housing Element.

9.2 SCOPE OF WORK

Realty Planners Group (RPG) has a very clear understanding of the goals set forth by the County of Kings. We have thoroughly reviewed the goals and objectives of the RFP and we will meet or exceed the County's expectations in terms of the content, timeliness, and cost.

RPG's primary role will be to conduct public meetings; assist in public hearings; and to prepare the work products required by the RFP.

The Housing Element Update will address all new housing laws applicable since the last update and will be submitted for certification by the California Housing and Community Development Department (HCD).

The following tasks are anticipated in successfully completing the work products.

Task - A: Project Management and Initiation.

The hallmark of our service is cost-effectiveness, work quality (quality of task completion, interactions and deliverables), and the proven ability to complete a legally-sufficient, state-certifiable Housing Element on-time, and on budget.

RPG will meet with County/City staff in person or by zoom, to collect information needed for the project, discuss the project budget and

timeline, including major milestones to be completed. We will prepare a memorandum on data needs, including digital data files of base maps, General Plan maps, and other maps available from the County/Cities. County-specific data available from HCD's data package and RHNA figures, Decennial Census Surveys, American Community Surveys, and data from City/County will be incorporated in to the housing element.

Our approach is to work closely with County and City staff by arranging monthly zoom meetings and/or monthly reports presenting milestones achieved and the timeline for completion of project activities, telephone conferences, email exchanges, etc.

Early consultation and on-going progress updates with State HCD will also be made. Having completed several Housing Elements, we have developed a great working relationship with HCD.

RPG will attend, present, and participate in proposed ten City/County meetings which may include Planning Commission meetings/hearings, City Council/County Board of Supervisors meetings/hearings, conduct public workshops.

RPG will prepare public meeting presentation materials, memos, letters, resolutions, findings of fact, CEQA notices, and other documents as required by the Cities/County;

RPG will provide regular e-mail progress reports to the project manager; and

RPG will prepare staff reports and exhibits for the City/County Commissions/Board of Supervisors, and City Councils.

Task – B: Evaluation of Existing Housing Element.

RPG will review and evaluate each jurisdiction's current Housing Elements and its programs, including:

- An evaluation of the existing Housing Element's compliance with applicable statutes and current State Housing Law.
- An assessment of the County's progress in meeting existing Housing Element goals, re-zoning programs, and objectives, including RHNA goals;
- A discussion of the effectiveness of the housing program and policies;
- An analysis of the action programs/projects in the existing housing element compared to the actual accomplishments;
- A summary of the results; and
- Evaluate the existing Housing Element for compliance with newer laws that are in place; and
- Recommend implementation programs, where needed, to comply with the California housing laws discussed below:

Accessory Dwelling Unit Legislation (SB 229 and AB 494):

- Clarifies that an ADU can be created through the conversion of a garage, carport or covered parking structure.
- Requires special districts and water corporations to charge a proportional fee scale based upon the ADUs size or its number of plumbing fixtures.
- Reduces the maximum number of parking spaces for an ADU to one space.
- Allows replacement parking spaces to be located in any configuration, as a result, of a parking structure conversion to an ADU.
- Authorizes the Department of Housing and Community Development to review and comment on ADU ordinances.

- Defines the term "tandem parking" to mean two or more automobiles.

No-Net-Loss Law (SB 166).

- A jurisdiction A jurisdiction must maintain adequate sites to accommodate its remaining unmet RHNA by each income category at all times throughout the entire planning period.
- A jurisdiction may not take any action to reduce a parcel's residential density unless it makes findings that the remaining sites identified in its Housing Element sites inventory can accommodate the jurisdiction's remaining unmet RHNA by each income category, or if it identifies additional sites so that there is no net loss of residential unit capacity.
- If a jurisdiction approves a development of a parcel identified in its Housing Element sites inventory with fewer units than shown in the Housing Element, it must either make findings that the Housing Element's remaining sites have sufficient capacity to accommodate the remaining unmet RHNA by each income level, or identify and make available sufficient sites to accommodate the remaining unmet RHNA for each income category.
- A jurisdiction may not disapprove a housing project on the basis that approval of the development would trigger the identification or zoning of additional adequate sites to accommodate the remaining RHNA.

Rental Inclusionary Housing Ordinance (AB 1505):

Palmer/Sixth Street Properties, L.P. v. City of Los Angeles (2009) 175 Cal.App.4th 1396, the Second District California Court of Appeal opined that the city's inclusionary housing requirements associated with a specific plan, as applied to rental housing,

conflicted with, and were preempted by, a state law known as the Costa-Hawkins Rental Housing Act. (Civil Code, §§ 1954.50 to 1954.535.).

The enactment of AB 1505 reaffirms the authority of local governments to include rental units within inclusionary ordinance requirements and adds a limited HCD review, under certain circumstances, of economic feasibility studies to demonstrate the ordinance does not unduly constrain the production of housing.

ADUs and JADUs (SB 13, AB 68, AB 881, AB 670, AB 671 and AB 587):

The Legislature updated Accessory Dwelling Unit and Junior Accessory Dwelling Unit (ADU and JADU) law effective January 1, 2021 to clarify various provisions. These include allowing ADUs and JADUs to be built concurrently with a single-family dwelling, opening areas where ADUs can be created in all zoning districts that allow single-family and multifamily uses, modifying fees from utilities such as special districts and water corporations, limited exemptions or reductions in impact fees, and reduced parking requirements.

JADUs are allowed to be created within the walls of a proposed or existing single-family residence and shall contain no more than 500 square feet. They may share central systems, contain a basic kitchen utilizing small plug-in appliances, may share a bathroom with the primary dwelling, all to reduce development costs.

Affirmatively Furthering Fair Housing AB 686:

All housing elements must now include a program that promotes and affirmatively furthers fair housing opportunities throughout the community. AB 686 (2018) also requires that all housing elements due

on or after January 1, 2021, must contain an Assessment of Fair Housing. Finally, the housing element land inventory and identification of sites must be consistent with a jurisdiction's duty to AFFH and the findings of its Assessment of Fair Housing. These requirements are detailed below:

Include a Program that Affirmatively Furthers Fair Housing and Promotes Housing Opportunities throughout the Community for Protected Classes (applies to housing elements beginning January 1, 2019); prepare an Assessment of Fair Housing; and prepare the Housing Element Land Inventory and Identification of Sites through the Lens of Affirmatively Furthering Fair Housing.

RPG will include programs in the Housing Element to mitigate the effects of economic and social disparities in the community.

Examples of AFFH programs that would be included are:

Goal 1: Proactively provide resources and education on fair housing rights, responsibilities, and services.

Strategy: Make fair housing educational materials and referral information available on the City/County's website and at key locations (e.g., County Offices, libraries, etc.) for the public and other community gathering places.

Action Plan: Create a webpage and provide information in hard copy at key locations, including locations with exposure to under-represented and populations with disabilities.

Milestone: Provide and populate a fair housing website and provide materials at key City/County offices and community locations.

Goal 2. Expand and preserve affordable housing opportunities, both rental and for-sale.

Goal 3. Address disproportionate housing needs of minorities and people with disabilities.

Goal 4. Close gaps in transportation to promote fair housing and access to opportunity.

The Housing Accountability Act (AB 678, B 1515, AB 3194, SB 330):

The Housing Accountability Act (HAA), Government Code section 65589.5, establishes limitations to a local government's ability to deny, reduce the density of, or make infeasible housing development projects, emergency shelters, or farmworker housing that are consistent with objective local development standards and contribute to meeting housing need.

Site Inventory (AB 1397, AB 1486, AB 686, SB 6):

RPG will identify safe assumptions, evaluate sites and analyze potential policy strategies to increase site capacity, demonstrating development viability (per State law) and inputting the information into HCD's electronic form for submittal with the updated element.

Several laws were enacted since 2019 that requires additional information on the County's site inventory analysis required in the Housing Element, as follows:

Design and development of the site inventory (SB 6, 2019); Requirements in the site inventory table (AB 1397, 2017 AB 1486, 2019); Capacity calculation (AB 1397, 2017); Infrastructure requirements (AB 1397, 2017); Suitability of non-vacant sites (AB 1397, 2017); Size of site requirements (AB 1397, 2017); Locational requirements of identified sites (AB 686, 2018); Sites identified in previous housing elements (AB 1397, 2017); Non-vacant site replacement

unit requirements (AB 1397, 2017); Rezone program requirements (AB 1397, 2017).

AB 571, AB 634, AB 290, SB 728, and the 2021 Appellate Court Decision (Density Bonus Laws):

AB 571 prohibits local governments from charging affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, against affordable units in density bonus housing developments.

AB 634 allows a local government to adopt an ordinance requiring an affordability period of more than 55 years in density bonus housing projects. However, these local ordinances cannot impose affordability periods of more than 55 years in developments financed with low-income housing tax credits.

SB 290 makes several changes to density bonus law, including at least 20% of the units for lower income students in a student housing development; Eliminates the ability of local governments to disapprove a developer’s request for an incentive or concession, or a waiver or modification of development standards; Allows one-half space per bedroom for housing developments with at least 40% moderate income units within a half mile of a major transit stop; Eliminates the requirement that for-sale units for moderate income households must be in a “common interest development” in order to qualify for a density bonus; Clarifies that for purposes of qualifying for a density bonus, the “total units” in a housing development include affordable units that are designated to satisfy local inclusionary housing requirements; Clarifies that for purposes of qualifying for a density bonus, affordable units for very low or lower income households can be either rental or for-sale units. (Affordable units for moderate income households still must be for-sale units and may not be rental units); SB 728 allows developers in for-sale density bonus housing developments to sell affordable units to nonprofit housing corporations instead of selling the units

directly to a low- or moderate-income homebuyers.

An appellate court ruled in 2021 that local agencies cannot require density bonus applicants to submit proformas or other documentation required to prove that requested incentives and concessions are necessary to make the housing development financially feasible. However, local agencies can require applicants to show that requested incentives and concessions will result in cost reductions for the project. *Schreiber v. City of Los Angeles*, 69 Cal. App. 5th (2021).

SB 244 (Analysis of Disadvantaged Unincorporated Communities).

SB 244 requires cities and counties to address the infrastructure needs of disadvantaged unincorporated communities (DUCs) in city and county general plans; Local Agency Formation Commission’s (LAFCO) Municipal Service Reviews (MSRs); and annexation decisions.

For cities and counties, Government Code Section 65302.10(a) requires that before the due date for adoption of the next housing element after January 1, 2012, the general plan land use element must be updated to identify and describe each DUC (Fringe Community and/or Island Community) that exists within the city’s sphere of influence (SOI); analyze for each identified community the water, wastewater, storm water drainage, and structural fire protection needs; and identify financial funding alternatives for the extension of services to identified communities.

SB 244 defines a DUC as a place that meets the following criteria: Contains 10 or more dwelling units adjacent or in close proximity to one another where 12 or more registered voters reside (close proximity may be defined as a density greater than 1 unit per acre); is either within a city SOI (also known as a Fringe Community), is an island within a city boundary (also known as an Island Community), or is geographically

isolated and has existed for at least 50 years (also known as a Legacy Community); and has a median household income that is 80 percent or less than the statewide median household income for California.

RPG will perform an analysis to identify DUCs within the City/County.

Task – C: Housing Needs Assessment.

RPG will review the current Housing and General Plan Land Use and other related Elements or materials to gain insight and understanding of Kings County's housing progress and priorities and prepare an assessment of housing needs and evaluate results from previous housing programs and policies implemented, and their effectiveness.

RPG will complete an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs in conformance with Government Code section 65582(a) and in compliance with HCD's Completeness Review Check List. We will evaluate housing conditions using the most current data available on demographics and housing in the County, including resources from the U.S. Census Bureau and the California Department of Finance. The gathered data will be used to draft a housing needs assessment that will analyze:

Population growth, demographics, income distribution and employment trends, projections of the locality's existing and projected housing needs, including the share of the regional housing needs, household characteristics, housing stock characteristics, at-risk housing analysis, an analysis of special housing needs, an analysis for energy conservation, disparities in access to opportunities, etcetera.

RPG will review City/County documents to aid in understanding local conditions and use the Community Outreach efforts to gauge the community's housing needs.

Government Code Section 65583(a)(3) requires local governments to prepare an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites.

The County's RHNA numbers are developed by HCD and given to the Kings County Association of Governments. We will work with KCAG on the RHNA requirements (9,429 units, including Extremely Low Income) and other data needs, as needed.

The County and cities are obligated to facilitate the construction of RHNA required housing units for the different income groups by permitting it in appropriate land use zones. Our analysis will look at the sufficiency of zoned lands to accommodate this need and suggest methods to rezone additional properties to meet those needs.

The vacant land inventory available with the City/County will be used to show capacity for housing development to accommodate the RHNA requirements throughout the five-year planning period. Using HCD's Housing Element Site Inventory Guidebook, RPG will analyze existing lands, suitably zoned, to meet the RHNA requirements in each income category, and identify additional lands, if needed, to meet any shortfalls. This will include identifying safe assumptions, evaluating sites and analyzing potential policy strategies to increase site capacity, demonstrating development viability (per State law) and inputting the information into HCD's electronic form for submittal with the updated element.

The suitability of Lower Income RHNA sites will also be analyzed for consistency with best practices recommended by HCD, including proximity to transit routes, schools, jobs, parks and daily services.

We will evaluate the development capacity for each site in view of new laws that significantly increase the potential for ADU development lot splits permitted under SB9. We will discuss ways to comply with the no-net loss provisions (Section 65583.2 of the Government Code). If, the approval of a development at a lower residential density result in the remaining sites capacity becoming inadequate to accommodate the RHNA by income category, a jurisdiction has up to 180 days from the approval to identify, or rezone, “sufficient additional, adequate, and available sites” to accommodate the remaining RHNA for each income category. Sites identified or rezoned must meet the following criteria: Must be considered an adequate site pursuant to the requirements of Government Code section 65583.2., and if the capacity to be replaced was on a site that was zoned by-right pursuant to Government Code section 65863.2 (h) and (i), then the replacement site must also satisfy those requirements. If the remaining sites in the inventory cannot accommodate the unmet RHNA need, the City/County must rezone other sites regardless of any City/County-imposed restrictions such as growth management or open space preservation.

Task – D: Housing and Financial Resources.

In accordance with Government Code Section 65583, the Housing Element is to provide “an inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites.” We will analyze opportunities for residential development in the city, the maximum number of dwelling units that could be constructed, in light of the development standards for each respective zone. In addition, as part of the Annual Housing Element Progress Report to HCD, the jurisdictions update its land use inventory to determine the availability of vacant land within the city.

Analysis of resources that cover financial and administrative resources, and energy conservation will also be studied.

Task – E: Housing Constraints.

RPG will perform an analysis of potential and actual governmental and non-governmental constraints on the preservation, protection or production of housing across all income levels within the City/County. Governmental constraints include local land use controls, on- and off-site development standards, building and housing codes, permit processing times, permit processing fees, residential development fees, and delays in permit processing that can cause increases in financing cost. Non-governmental constraints, will include land costs, site improvement costs, constructions costs, finance charges, sales and marketing, taxes and profit. Issues such as NIMBYism, lending practices, labor supply issues, etcetera will also be assessed per the new housing laws.

We will draw on information obtained during public outreach to identify constraints and further assessment and propose ways to mitigate identified constraints.

Task - F: Draft and Final Housing Element.

RPG will analyze the existing Housing Element and amend it consistent with the housing laws that became effective since the last update. We will review the existing general plan, zoning and development codes of the City/County, and other relevant documents. We will include implementation programs within the Housing Element that will be implemented by the City/County through future ordinance amendments or other means.

Goals, Policies, Programs and Quantified Objectives.

RPG will build on the existing Housing Element, public input, and the needs and con-

straints analyses performed to formulate an implementation plan with appropriate and feasible housing policies. Each action program proposed will have a specific objective, time-frame, funding source and the responsible party for implementation/execution. The implementation plan will satisfy the requirements of Government Code section 65583(b) and (c), as noted below:

- Ensure that housing opportunities are available for all persons in the City/County;
- Preserve and improve the existing stock of affordable housing, including at-risk unit;
- Facilitate development of adequate housing to meet the needs of low- and moderate-income households, meeting regional share of goals;
- Mitigate any governmental constraints to housing production, improvement and/or maintenance;
- Ensure consistency with other General Plan elements and community goals; and identify necessary changes to other General Plan elements, the Zoning Code, and regulatory documents to achieve comprehensive compliance with State Housing Law and to provide the City/County with necessary legislative framework to meet its housing needs and goals.

F.1 Administrative Draft: Administrative Drafts – Staff Review.

Prepare an **Administrative Draft** Housing Element for City/County staff to review and comment upon in accordance with the project's schedule.

RPG will submit an Administrative Draft Housing Element and list of necessary additional General Plan amendments and other regulatory amendments (as applicable) for

County staff to review and comment upon in accordance with the project's schedule.

F.2 Draft Housing Element – Public Review

RPG will revise Administrative Draft and the identified General Plan amendments to incorporate staff's comments. We will arrange with the City/County to publish a 45-day notice of Public Hearing before the Planning Commission on the Draft Housing Element for review by the public, Responsible and Trustee Agencies, nearby cities and County departments (generally to those on the City/County's CEQA mailing list). The Draft Housing Element will also be published on the City/County's website. This Notice will also meet the requirements of Senate Bill 215 which requires a public comment period of **30 days**, prior to submitting the document to HCD for its first 90-day review. If any comments are received from the public, take at least **10 business days** to consider and incorporate public comments. All comments received by the date of the Planning Commission hearing will be incorporated into the draft prior to sending it to HCD.

F.3 Draft Housing Element – HCD Review

Subsequent to the exhaustion of the 30-day public review period, the draft will be amended, as needed, and will be submitted to HCD for a **90-day review** and approval. Further updates could be required by HCD at this point, or the draft submitted could be conditionally approved by HCD enabling adoption of the Housing Element by the City/County.

F.4 Final Housing Element & Adoption.

The Final Housing Element will be prepared addressing all HCD comments and presented to the County Board of Supervisors/cities for adoption. The Notice of Public Hearing to Adopt the Housing Element will be published by staff.

F.5 HCD Certification.

Upon adoption of the Final Housing Element by the jurisdictions, a copy of the adopted Housing Element and a certified copy the Resolution adopting the Housing Element will be submitted by the County to HCD for certification of the Housing Element. This could take up to **60 days**. RPG will assist staff in achieving state certification.

Task – G: Environmental Document (CEQA).

Typically, most jurisdictions issue an Exemption or an Initial Study/Mitigated Negative Declaration (IS/MND) for a housing element update. Unlike a comprehensive amendment of the entire general plan, these updates are different components adopted at different times. Corollary changes required in other elements are typically marginal, and not comprehensive, qualifying for lower levels of environmental review. Therefore, our budget reflects preparations of Exemptions (Categorical or Common-Sense) and/or IS/MND, as needed.

RPG will prepare, post, and file all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study and the Notice of Intent to adopt a Mitigated Negative Declaration (IS/MND). We will be responsible for preparing all notices and mailings for SB 18 and AB 52. The budget proposed will cover the preparation of an IS/MND or lesser level of review.

The County/Cities shall file the required CEQA Notice of Determination within five (5) days of the adoption of the Housing Element.

Task - H: Public Participation & Community Workshops.

Government Code Section 65583(c)(7), require that jurisdictions "...shall make a diligent effort to achieve participation of all economic seg-

ments of the community in the development of the housing element.”

We will conduct an appropriate community outreach program which may include the preparation of presentations handouts and media for posting on the City/County website, as well as conducting public workshops in compliance with State law. **Twenty meetings are planned for:** five (5) meetings at the planning commission level for early input and conducting the public work-shops; five (5) hearings at the Planning Commissions to consider the Draft Housing Element; five (5) meetings, severally, with the City Councils and Board of Supervisors for review of the Draft Housing Element; and five (5) meetings, severally, with City Council and Board of Supervisors for Adoption of the Housing Element.

We will initiate the public outreach, in coordination with City/County staff, to solicit feedback from residents and stakeholders in a meaningful way. We have experience in engaging with community stakeholders, communicating complex material, forming consensus, and sharing key visions that lead to actionable goals. Those visions will be created from the ground up, using a series of steps:

- 1) Inform and educate residents, business owners, community organizations, and the civic leaders about housing laws, the City/County’s housing needs, and receive input on key issues and their suggestions; and
- (2) Ensure that all stakeholders, including hard-to-reach or typically underrepresented populations, such as low-income and ethnically diverse groups, are able to participate in the visioning and plan-making process.

Considering any emerging public health emergencies or restrictions, imposed as a result of the Covid pandemic, we could arrange online meetings via zoom, if needed, in consultation with staff.

We expect to receive input from community stakeholders on homelessness, income limitations, housing shortage, barriers to affordable housing, senior housing, and such other important matters that would guide the City/County in preparing a housing element compliant with state housing laws.

To ensure that everyone understands the planning process and will be heard, the community workshops can be conducted with a Spanish interpreter.

RPG will prepare presentation materials and facilitate initial meeting(s) to provide the public the legal requirements for the Housing Element. Further, we will explain about the outreach process, technical analysis, and goals and objectives, and examples of potential action plans that may be presented in the Housing Element.

Public workshop notice will be prepared in English and Spanish and published at City/County Administrative Offices, local library, and in newspapers of general circulation. Copies will also be mailed to the stakeholder list identified herein.

RPG will prepare (or receive from County/Cities) a list of stakeholders representing low- and moderate-income residents to discuss housing problems faced and resources needed; housing consumers and service providers, such as tenants in units at risk of conversion to market-rate, health- and human-service providers, homeless-shelter and mental-health service providers, places of worship, seniors, farmworkers, and non- and for-profit affordable housing developers to seek housing needs and conditions information; advocates or groups with housing interests early in the process, so they can share their ideas on how to meet need the housing needs of those they represent. These groups are often the ones who provide written comments during the housing-element review process. Including them early in the housing-element development process will help

to resolve issues or concerns during the development of the element.

We will inform local or regional business groups such as the local chamber of commerce, which is concerned about the availability of housing for employees and how housing availability affects regional economic growth. Other stakeholders could include grassroots, community-based organizations, neighborhood associations, homeowner/resident organizations, and civic groups, such as the League of Women Voters, and rotary clubs.

We will consult with staff and receive advise on how best to conduct these meetings and modify the program as per the advice received.

Task – I: Deliverables(s).

The deliverables will include the following:

Project Task Timeline and Team Assignments

1. Public Participation Summaries.
2. Administrative Draft
3. 30-Day Public Review/Hearing Draft
4. HCD Review Draft with mandated information for certification (90-day review).
5. Synopsis of recommended changes by HCD following the review period of HCD Draft.
6. Final Draft for Adoption.
7. Adopted Final Housing Element for HCD Certification (up to 60 days).
8. 2024-2032 Housing Element Certificate Letter from HCD.
9. Associated documents, appendices, and any background studies.
10. Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA).
11. Staff reports and related documentation.

PART 10 – EXHIBITS

(See following pages)

10.A.1

ISSAC A. GEORGE
M.D.D.P., M.P.A., M.A.U.P. (UCLA).
3258 Alta Vista Drive
Fallbrook, CA 92028

Cell: (661) 549-2006

E-Mail: issac@planninginstitute.org

EDUCATION

M.A.U.P. Master’s Degree, 1981-83, Graduate School of Architecture and Urban Planning, University of California, Los Angeles (UCLA).
Major: Urban Planning

PROFESSIONAL EXPERIENCE

Jun. 2014 – May ‘19 **COMMUNITY DEVELOPMENT DIRECTOR**, CITY OF RIO VISTA **CALIFORNIA**.

- **Administration**: Directed the Planning, Building, Economic Development, Business License, Housing, and Code Enforcement divisions. Serve as the Zoning Administrator, Building Official, and Flood Plains Administrator. Supervised Contract Engineers, Contract Planning Manager, Building Inspector(s), Priority Development Area Consultant, and clerical staff.
- **Projects**: Land use entitlements for 1000-Acre planned community (Final Phases) and a new 700-Acre mixed-use project with CFDs; 100-Acre Business Park Development (\$70 Million) with Cannabis cultivation/ manufacturing; Army Base Redevelopment; Priority Development Area Plan/Downtown Specific Plan with form-based codes; Highway 12 Corridor Plan; Climate Action Plan; Housing Element Update; Community Character & Design Element Update (Complete Streets Plan); Public Arts Ordinance; Water Efficient Landscape Ordinance; Communications/Cell Tower Ordinance; Building Permits, Nuisance Abatement; Local Hazard Mitigation Plan; etc.
- **Official Board Memberships**: Solano County Economic Development Task Force; Solano County Joint Powers Authority for Social Services; County e-GIS Forum; and Solano County Planning Director’s Forum.

Feb. 2012 – Jun.2014 **PLANNING CONSULTANT & REAL ESTATE ADVISOR,**
BAKERSFIELD, CALIFORNIA.

- Assisted clients on real estate negotiations, acquisition, planning and development.
- Licensed Real Estate Broker well-versed in Real Estate Law, Principles, Finance, Accounting, Appraisal, Property Management, and Escrow.

Sep. 2006 – Jan.2012 **DIRECTOR OF PLANNING & BUILDING,** CITY OF ARVIN,
CALIFORNIA.

- **Administration:** Directed the Planning, Building, Economic Development, Redevelopment, Housing, and Code Enforcement divisions. Supervised Engineers, Senior Project Managers, Building Official, Contract Technical Consultants and clerical staff. Served as the Acting City Manager. Advised City Council, Redevelopment Agency and City Commissions. Reported to the City Manager.
- **Projects:** Prepared development regulations (master plan guidelines, subdivision/land division, and zoning ordinances) for residential, commercial, and industrial developments; general plan circulation, housing, land use, open space, conservation and a Climate Action Plan for sustainable development; city-center master plan for 60 acres of mixed-use, transit oriented development; 2000-unit master planned residential-commercial development; and a concept plan for an 800-acre, residential-commercial project; development agreements, etc. Initiated home occupation licenses for select businesses as “business incubators” to promote economic development; Enterprise Zone Application to the State of California, which resulted in establishing the Arvin Enterprise Zone; property canvassing, business attraction, site selection, zoning, and master plan compliance; façade improvement program, and RDA Expansion Plan and EIR.
- **Official Board Memberships:** Served on the Regional Planning Advisory Committee (consisting of Planning Directors) of the Kern Council of Government’s Blueprint Planning Initiative; member of the Climate Change (Carbon Bank) Work Group; and Citizen Advisory Committee member, San Joaquin Valley Air Quality District.

May 97 – Sep. 2006 **PRINCIPAL PLANNER, CITY OF TAFT, CALIFORNIA.**

- **Administration:** Directed the Planning, Building, Economic/ Redevelopment, Code Enforcement, Housing, and Geographic Information Systems (GIS) divisions. Served as Advisor to the Planning Commission and the Redevelopment Agency. Supervised planning and building functions and department staff. Reported to the City Manager. Advised City Council and City Commissions. Served on the Regional Planning Advisory Committee.
- **Projects:** Residential, commercial, and industrial projects; Housing Element; downtown specific plan, the land use and circulation master plans, and the redevelopment implementation plan; zoning ordinances and guidelines. Established a GIS Division for Planning, Building, and Public Works departments. Coordinated development projects with Public Works, Building, and Engineering departments. Taft Revolving Loan business assistance program; CDBG/EDBG grants; property canvassing for commercial investment; and worked with the Kern Economic Development Corporation.

Oct. 91 - May 97

PLANNING CONSULTANT, POMONA, CALIFORNIA

- Provided contract planning and zoning assistance to land developers and consultants in the private sector; coordinated plan approvals with planning agencies; prepared land use applications; assisted in the preparation of environmental studies; and facilitated government/public relations.

Mar. 89 – Sep. 91

SENIOR PLANNER, CITY OF BEVERLY HILLS, CALIFORNIA.

- **Administration:** Headed the Current and Environmental Planning divisions. Supervised Assistant Planners, Associate Planners, Planning Technicians and clerical staff; advised the Planning Commission and the Environmental Review Board.
- **Projects:** Processed complex planning, zoning, and subdivision applications for commercial, industrial, and residential developments, including the multi-million 2 Rodeo Drive commercial project; prepared master plan amendments, ordinances, and resolutions; administered consultant contracts for the preparation of environmental impact reports; coordinated plan check and approval of plans with the Building and Engineering Department.

Feb. 86 – Mar. 89 **ASSOCIATE PLANNER, CITY OF CARSON, CALIFORNIA.**

- Administration: Supervised Assistant Planners and Planning Technicians. Served as principal staff liaison to Environmental and Planning commissions. Assisted Director in Department administration.
- Projects: Processed applications for architectural design reviews, subdivisions, general plan amendments, zone changes, and use permits, for industrial, commercial, and residential projects; prepared zoning ordinances, resolutions, environmental documents, RFQs, and RFPs; and coordinated plan check approvals with the Building and Engineering departments.

Oct. 1984 – Feb. 86 **URBAN PLANNER, EISNER-SMITH & ASSOCIATES/ SMITH, PERONI & FOX, PALM SPRINGS, CALIFORNIA.**

- Projects: Coachella Valley Association of Government’s Habitat Conservation Plan
- Prepared a major environmental impact statement for a 17 square-mile, new-city in Phoenix, Arizona: coordinated, reviewed, abridged, and compiled technical reports prepared by 21 sub-consultants (architects, biologists, economists, engineers, and several other subject matter experts). The project aimed at a new master-planned community with residential, commercial, industrial, facilities.
- Worked on several area development proposals.

**PLANNING
INSTITUTE, Inc. President/CEO -- Contract Consulting Services**

2004-2014 **City of McFarland**

- Contract City Planner, City of McFarland, CA.
- Housing Element Update
- CDBG/EDBG Grants Writing and Grants Management
- Economic Development Strategy

City of Taft

- Senior Housing Feasibility Study – Assisted Living/Skilled Nursing.

City of Maricopa

- Land Use and Circulation elements update (won KERN COG Award).
- Grants Writing and Grants Management

City of Wasco

- Enterprise Zone Application preparation.

RESEARCH EXPERIENCE

1982-84

Research Assistant, University of California, Los Angeles.

- Research in transportation planning and redevelopment.
- UCLA Comprehensive Project: Redevelopment in Los Angeles.

COMPUTER SKILLS

- **Geographic Information Systems (GIS Arc View)** knowledge, Desktop publishing (PageMaker), Windows, Office 2000, etc. Established the GIS Division in Taft, CA on an ESRI Grant. Multi-media presentations.

HONORS AND AWARDS

- Founding Director of “The Planning Institute, Inc.”
- Won the 2010 Regional Planning Award from Kern Council of Governments for the preparation of the California-Blueprint-compliant Land Use and Circulation Elements of the City of Maricopa, California.
- Tuition Scholarship and Dean’s Council Grant, UCLA, 1981-83.
- Marva and Lloyd Shearer Merit Fellowship, UCLA, 1982-83.

MEMBERSHIPS

- American Planning Association
- California Licensed Real Estate Broker
- National Association of Realtors
- California Association of Realtors

10.A.2

DAVID MELILLI

EDUCATION

- B.S. 1979 Parks Administration,
California State Polytechnic University, Pomona, California.
- B.A. 1975 Associate of Arts/Science Degree in Environmental Science,
Chaffey College, Rancho Cucamonga, California.

**PROFESSIONAL
EXPERIENCE**

- Current **ASSISTANT PLANNING DIRECTOR,**
REALTY PLANNERS GROUP, BAKERSFIELD, CA.
- Assists on City and Regional Planning Projects.
 - Assists on Land Development Projects.
 - Performs Housing Element Review and Update.
 - Prepares CEQA documentation.
 - Prepares bid proposals.
 - Performs Community Outreach.
 - Serves as government relations consultant.
- May 2011 – June 2018 **DIRECTOR OF COM. DEVELOPMENT/PUBLIC WORKS**
RIO VISTA, CALIFORNIA.
- Jointly Administered Community Development and Public Works Departments (till June 2014) and continued as Public Works Director. Managed activities such as Planning, Housing, Airport Operations, Building Division, Parks and Recreation, Water Well and Waste Water Treatment Plants.
- Dec. 2007 – Dec. 2010 **DIRECTOR OF PUBLIC WORKS**
CITY OF RIVERBANK, CALIFORNIA.
- June 2003 – Nov. 2007 **DIRECTOR OF PUBLIC WORKS**
CITY OF DIXON, CALIFORNIA.
- July 2001 – June 2003 **DIRECTOR OF PUBLIC WORKS**
CITY OF RIO VISTA, CALIFORNIA.
- Aug. 1992 – July 2001 **LANDSCAPE & LIGHTING DISTRICT MANAGER**
CITY OF FOLSOM, CALIFORNIA.
- July 1989 – Aug. 1992 **DPUBLIC WORKS MANAGER**
CITY OF COLTON, CALIFORNIA.

10.A.3

JIHANE BOUSSATA

EDUCATION

- B.A. Bachelor’s Degree in Literature, Linguistics, Philosophy
Johann Wolfgang von Goethe University, Frankfurt, Germany.
- Current Business Management & Accounting,
Skyline College, San Bruno (2018-Current).

**PROFESSIONAL
EXPERIENCE**

- Current **PLANNER,**
REALTY PLANNERS GROUP, BAKERSFIELD, CA.
- Assists on City and Regional Planning projects.
 - Assisted on SB2 planning projects, City of Maricopa, CA.
 - Performs Statistical Analysis, Population Studies.
 - Manages finances & accounting.
 - Serve as project liaison with clients, as needed.
- May. 2019 – 2020 **STUDENT ASSISTANT, SKYLINE COLLEGE, CA.**
- Support faculty in developing Transformative Teaching Techniques
 - Film and edit online lectures using Camtasia and iMovie software.
 - Organize on-campus events
- Dec. 2017 – 2018 **EDITORIAL TEAM LEADER,**
IBISWorld, FRANKFURT, GERMANY.
- Technical Writer
 - Edited and proof-read industry analyst reports for investment firms.
 - Taught analysts on improving writing skills.

**HONORS AND
AWARDS**

- Dean’s List, Fall 2018 – Current.
- Member, Phi Theta Kappa
- Member, Beta Theta Omicron Chapter.

10.B HCD CERTIFICATION – MARICOPA HOUSING ELEMENT

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



March 29, 2022

Eric G. Ziegler, City Administrator
City of Maricopa
400 California Street
Maricopa, CA 93252

Dear Eric G. Ziegler:

RE: City of Maricopa's 5th Cycle (2015-2023) Adopted Housing Element

Thank you for submitting the City of Maricopa's (City) housing element adopted January 25, 2022 and received for review on March 8, 2022. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

HCD is pleased to find the adopted housing element in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code). The adopted element was found to be substantially the same as the revised draft element that HCD's November 30, 2021 review determined met statutory requirements.

Additionally, the City must continue timely and effective implementation of all programs including but not limited to the following:

- Programs AP-02, AP-03, AP-04, and AP-05 (*State Density Bonus Law*);
- Program AP-09 (*Objective Residential Design Code*);
- Program DP-01 (*Reasonable Accommodation*);
- Program EP-03 and IP-01 (*Supportive Housing Zoning Amendments*) and
- Program HP-01 (*Public Participation*).

The City must monitor and report on the results of this and other programs through the annual progress report, required pursuant to (Gov. Code section 65400). Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

Eric G. Ziegler, City Administrator
Page 2

Please note for your information, as part of demonstrating adequate sites to accommodate the regional housing need allocation (RHNA) for lower-income households, HCD did not utilize sites less than a half-acre in size.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City of Maricopa now meets housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

HCD appreciates the efficiency, effort, and attentiveness that Isaac George, lead consultant, provided throughout the course of the housing element preparation, review, and revisions. HCD wishes the City of Maricopa success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to Government Code section 65400. If HCD can provide assistance in implementing the housing element, please contact Annie Parker, of our staff, at annie.parker@hcd.ca.gov or (916) 776-7471.

Sincerely,



Paul McDougall
Senior Program Manager

10.C REFERENCE LIST

EXHIBIT C

REFERENCE LIST

(Proposer to complete and return with proposal)

List five (5) references where the same or similar work or services were provided.

Reference No. 1 – Name: City of Ridgecrest

Address: 100 West California Avenue, Ridgecrest, CA 93555

Contact Person: Heather Spurlock Title: City Planner

Email: hspurlock@ridgecrest-ca.gov Telephone No.: (760) 499-5063

Amount of contract: 87,400 Date and type of work or services performed: Current

6th Cycle Housing Element Update

Reference No. 2 – Name: City of Arvin

Address: 200 Campus Drive, Arvin, CA 93203

Contact Person: Jake Raper Title: Planner

Email: jraper@arvin.org Telephone No.: (805) 234-7908

Amount of contract: 87,400 Date and type of work or services performed: Current

6th Cycle Housing Element Update

Reference No. 3 – Name: City of Maricopa

Address: 400 California Street, Maricopa, CA 93252

Contact Person: Eric Ziegler Title: City Manager

Email: eziegler@bak.rr.com Telephone No.: (661) 333-3113

Amount of contract: 160,000 Date and type of work or services performed: 2021-22
5th Cycle Housing Element Update, Environmental Justice, Land Use Element Update,
Environmental Justice Element, Land Use and Circulation Element Update, Zoning Code Amendment

Reference No. 4 – Name: City of Rio Vista

Address: 1700 7th Street, Sanger, CA 93657

Contact Person: Tim Chapa* Title: City Manager

Email: tchapa@ci.sanger.ca.us Telephone No.: (559) 892-7310

Amount of contract: 25,000 Date and type of work or services performed: 2015
Housing Element Update

* Currently with City of Sanger

Reference No. 5 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

COUNTY OF KINGS – HOUSING ELEMENT UPDATE – PROPOSAL FROM REALTY PLANNERS GROUP

10.D AFFIDAVIT OF NON_COLLUSION

EXHIBIT D

AFFIDAVIT OF NON-COLLUSION

I hereby affirm that:

- 1) I am the Proposer (if Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the Proposer having authority to sign on the Proposer's behalf (if Proposer is a corporation).
- 2) The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, or without agreement, understanding, or planned common course of action with, any other vendor or materials, supplies, equipment, or services described in the request for proposal, designed to limit the independent bidding or competition.
- 3) The contents of the proposal have not been communicated by the Proposer or its employees or agents, to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.
- 4) I have fully informed myself regarding the accuracy of the statements made on this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in: Fallbrook, California on: 3/30/2023 by:
(City) (State) (Date)

Realty Planners Group, Inc.
Name of Proposer

3258 Alta Vista Road
Address

Fallbrook, CA 92028
City, State, Zip Code

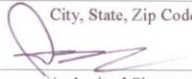

Authorized Signature

Exhibit C

	US Census Bureau population 2020	Percentage of total population	Cost by jurisdiction \$311,858 REAP funds (as of 4/14/23)
Hanford	57990	44.28%	\$78,573.15
Corcoran	12087	9.23%	\$16,377.20
Lemoore	27038	20.65%	\$36,634.95
Avenal	8989	6.86%	\$12,179.58
Kings	24855	18.98%	\$33,677.11
Total	130959	100.00%	\$177,442.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Community Development Agency – Chuck Kinney

SUBJECT: MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

SUMMARY:

Overview:

Report of any actions by the Planning Commission during the most recent meeting.

Recommendation:

Accept the monthly report of Planning Commission's actions.

Fiscal Impact:

None.

BACKGROUND:

At a regular meeting held Monday, May 1, 2023, the Kings County Planning Commission reviewed the following:

ACTIONS AS THE PLANNING COMMISSION

CONDITIONAL USE PERMIT NO. 20-06 (Foster Farms – Kent Ave Ranch) - The applicant is proposing to re-establish an existing poultry farm to grow turkeys and/or chickens and have the ability to adjust operations required to meet market demand located at 19744 Kent Ave, Lemoore, Assessor's Parcel Number 024-170-073. The Proposed Project would be implemented in two phases. As Phase 1 of the Proposed Project, Foster Farms would place up to a maximum of 387,692 chickens or 112,000 turkeys on-site per flock for grow-out operations. For turkey brooding, Foster Farms has requested a maximum flock size of up to 280,000 poults at any given time. In Phase 2 of the Proposed Project, Foster Farms would expand the existing outdoor poultry pens from 75,600 square feet (sf) to a maximum of 189,000 square feet (sf). In addition, Foster Farms would demolish and reconstruct all structures and utilities on the existing site, excluding the residential structure, which would be remodeled to current standards.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION

SUMMARY:

Overview:

The Board received a notification from the Bureau of Indian Affairs in the United States Department of the Interior indicating that the Santa Rosa Indian Community of the Santa Rosa Rancheria, California (Tribe) has applied to put real property “in trust”, making it part of their sovereign nation. The property is contiguous with existing “in trust” tribal land, consists of 436.91 acres over 10 parcels, and is located south-west of the hotel and casino.

Recommendation:

Direct staff as to the County’s response to the Bureau of Indian Affairs notification seeking comment regarding any potential impacts to County operations under the proposed trust land acquisition.

Fiscal Impact:

All subject parcels have a combined secured property tax roll of \$139,361 for the 2022-2023 tax year, which includes \$4,282 in direct assessments for the South Fork Kings Groundwater Sustainability Agency (GSA). Should the land be placed in-trust, this will become lost revenue.

BACKGROUND:

The Tribe currently owns 436.91 contiguous acres of land south-west of the hotel and casino on the north side of Kent Avenue between 18th and 17th Avenue. As part of the application and review process, the Bureau of Indian Affairs seeks comments from government stakeholders in order for the bureau to make a decision on each application. The following County agencies were recipients of the notification seeking comment on the Tribe’s application: Board of Supervisors, Administration, Community Development (Planning), Finance (Tax

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION

May 23, 2023

Page 2 of 2

Collector), Sheriff, and Fire.

In order for the bureau to assess the impact of the removal of the property from the tax rolls, they also request that entities provide the following information: (1) if know, the annual amount of property taxes currently levied on the subject property allocated to your organization; (2) any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization; (3) any government services that are currently provided to the property by your organization; and (4) if subject to zoning, how the intended use is consistent, or inconsistent, with current zoning.

On February 28, 2023, the Board took action on a similar application to support the Tribe's request to have 37.19 acres of land placed "in-trust" with the federal government, of which are contiguous with the subject land in this notice of application.

Staff are seeking direction from the Board on how the County is to respond to this notification.



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way, Room W-2820
Sacramento, CA 95825



IN REPLY REFER TO:
Real Estate Services
TR-4609-P5

Case Number: 39632

NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION

Pursuant to the Code of Federal Regulations, Title 25, INDIANS, Part 151.10, notice is given of the application filed by the Santa Rosa Indian Community of the Santa Rosa Rancheria, California (Tribe) to have real property accepted "into trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority which is vested in the Secretary of the Interior, or her authorized representative, U.S. Department of the Interior. To assist us in the exercise of that discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we also request that you provide the following information:

- (1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization;
- (3) Any government services that are currently provided to the property by your organization; and
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with current zoning.

We are providing the following information regarding this application:

Applicant:

Santa Rosa Indian Community of the Santa Rosa Rancheria, California

Legal Land Description/Site Location:

See "Exhibit A" for legal descriptions.

Project Description/Proposed Land Use:

The subject property consists of 436.91 acres, more or less, which is commonly referred to as the Gilcrease Parcels and Assessor's Parcel Numbers 024-160-018, 024-160-025, 024-160-026, 024-160-027, 024-160-028, 024-160-029, 024-160-030, 024-160-031, 024-160-032 and 024-160-033. The Gilcrease Parcels are contiguous to land held in trust for the Tribe. The parcels will be used for development of a recreational vehicle park, a recreational stocked fishing pond, an orchard, and associated infrastructure on the property after acquisition into federal trust. The Tribe also proposes to restore a portion of Mussel Slough.

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on local/state government, which may result from the removal of the subject property from the tax roll and local jurisdiction.

This notice does not constitute, or replace, a notice that might be issued for the purpose of compliance with the National Environmental Policy Act of 1969.

Your written comments should be addressed to the Bureau of Indian Affairs at the address at the top of this notice. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted an extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter. Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application.

If any party receiving this notice is aware of additional governmental entities that may be affected by the subject acquisition, please forward a copy to said party.

A copy of the application, excluding any documentation exempted under the Freedom of Information Act, is available for review at the above address. A request to make an appointment to review the application, or questions regarding the application, may be directed to the Pacific Regional Office attention Arvada Wolfen, Supervisory Realty Specialist, (916) 978-6069.

Sincerely,

AMY
DUTSCHKE

Digitally signed by
AMY DUTSCHKE
Date: 2023.04.27
11:08:53 -0700'

Regional Director

Enclosures

cc: Distribution List

DISTRIBUTION LIST

cc: BY CERTIFIED MAIL – RETURN RECEIPTS REQUESTED TO:

Senior Advisor for Tribal Negotiations
Deputy Legal Affairs Secretary
Office of the Governor
California State Capitol Building, Ste. 1173
Sacramento, CA 95814
Certified Mail ID: 70153010000036222239

United States Senator Dianne Feinstein
331 Hart Senate Office Building
Washington, DC 20510
Certified Mail ID: 70153010000036222246

Sara Drake, Deputy Attorney General
State of California, Department of Justice
P.O. Box 944255
Sacramento, CA 94244-2550
Certified Mail ID: 70153010000036222253

Kings County Administrative Officer
1400 West Lacey Blvd
Hanford, CA 93230
Certified Mail ID: 70153010000036222260

Kings County Planning Department
1400 West Lacey Blvd
Hanford, CA 93230
Certified Mail ID: 70153010000036222277

Kings County Board of Supervisors
1400 West Lacey Blvd
Hanford, CA 93230
Certified Mail ID: 70153010000036222284

Kings County Tax Collector
1400 West Lacey Blvd
Hanford, CA 93230
Certified Mail ID: 70153010000036222291

Santa Rosa Indian Community
of the Santa Rosa Rancheria
P.O. Box 8
Lemoore, CA 93245
Certified Mail ID: 70153010000036222307

Congressman David Valadao
United States House of Representative - 22nd District
2465 Rayburn HOB
Washington, DC 20515
Certified Mail ID: 70153010000036222314

Kings County Sheriff's Office
1550 Kings County Drive
Hanford, CA 93230
Certified Mail ID: 70153010000036222321

Kings County Fire Department
280 Campus Drive
Hanford, CA 93230
Certified Mail ID: 70153010000036222338

BY FIRST CLASS MAIL:

Superintendent
Central California Agency, BIA
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
2. Intentionally deleted
3. Intentionally deleted
4. Intentionally deleted
5. Intentionally deleted
6. Intentionally deleted
7. Supplemental assessment for 2020-2021:

APN:	024-160-018
1st Installment	\$6,987.21, Open
Must be Paid By:	December 10, 2020
2nd Installment:	\$6,987.21, Open
Must be Paid By:	April 12, 2021
Bill No.:	990310259000

Affects: Parcel 1

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

8. Supplemental assessment for 2020-2021:

APN: 024-160-028
1st Installment \$3,626.68, Open
Must be Paid By: December 10, 2020
2nd Installment: \$3,626.68, Open
Must be Paid By: April 12, 2021
Bill No.: 990310260000

Supplemental assessment for 2020-2021:

APN: 024-160-029
1st Installment \$3,628.04, Open
Must be Paid By: December 10, 2020
2nd Installment: \$3,628.04, Open
Must be Paid By: April 12, 2021
Bill No.: 990310261000

Supplemental assessment for 2020-2021:

APN: 024-160-030
1st Installment \$3,637.82, Open
Must be Paid By: December 10, 2020
2nd Installment: \$3,637.82, Open
Must be Paid By: April 12, 2021
Bill No.: 990310262000

Supplemental assessment for 2020-2021:

APN: 024-160-031
1st Installment \$3,608.24, Open
Must be Paid By: December 10, 2020
2nd Installment: \$3,608.24, Open
Must be Paid By: April 12, 2021
Bill No.: 990310263000

Supplemental assessment for 2020-2021:

APN: 024-160-032
1st Installment \$3,661.76, Open
Must be Paid By: December 10, 2020
2nd Installment: \$3,661.76, Open
Must be Paid By: April 12, 2021
Bill No.: 990310264000

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

Supplemental assessment for 2020-2021:

APN: 024-160-033
1st Installment \$3,563.43, Open
Must be Paid By: December 10, 2020
2nd Installment: \$3,563.43, Open
Must be Paid By: April 12, 2021
Bill No.: 990310265000

Affects: Parcel 2

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

9. Supplemental assessment for 2020-2021:

APN: 024-160-026
1st Installment \$3,745.31, Open
Must be Paid By: December 10, 2020
2nd Installment: \$3,745.31, Open
Must be Paid By: April 12, 2021
Bill No.: 990310268000

Affects: Parcel 3

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

10. Supplemental assessment for 2020-2021:

APN: 024-160-025
1st Installment \$3,449.17, Open
Must be Paid By: December 10, 2020
2nd Installment: \$3,449.17, Open
Must be Paid By: April 12, 2021
Bill No.: 990310266000

Affects: Portion Parcel 4

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

11. Supplemental assessment for 2020-2021:

APN:	024-160-027
1st Installment	\$3,504.44, Open
Must be Paid By:	December 10, 2020
2nd Installment:	\$3,504.44, Open
Must be Paid By:	April 12, 2021
Bill No.:	990310267000

Affects: Portion Parcel 4

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

12. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

13. Taxes and assessments levied by the Lemoore Canal and Irrigation Company

14. Taxes and assessments levied by the Jacob Rancho Water Company.

Amounts are unavailable at this time. A report has been ordered and the Company reserves the right to add additional items or make further requirements after review of the requested report.

15. Rights to any portion of the Land lying within the area commonly known as Bettencourt Ditch.

16. Rights of the public to any portion of the Land lying within the area commonly known as

Jersey Avenue;
Kent Avenue;
18th Avenue;
17th Avenue;
Java Avenue and
Davis Circle.

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SCHEDULE B, PART II EXCEPTIONS

(continued)

17. Any adverse claim based upon the assertion that:
- a. Some portion of said Land is tide or submerged land, or has been created by artificial means, or has accreted to such portion so created.
 - b. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Mussel Slough or has been formed by accretion to any such portion.
18. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Mussel Slough.
19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: County of Tulare
 Purpose: road purposes
 Recording Date: June 4, 1891
 Recording No.: Book 3, Page 268 of Rights of Ways
 Affects: The West 25 feet of the Southwest quarter of said Section 35 and the South 25 feet of said Section 35
20. Matters contained in that certain document
- Entitled: CONTRACT
 Executed by: The Jacob Rancho Water Company, a corporation; and
 California City Land Company, a corporation
 Recording Date: November 30, 1908
 Recording No.: Volume 3, Pages 312 thru 318 of Contracts
- Reference is hereby made to said document for full particulars.
21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on
- Entitled: MAP SHOWING SUBDIVISION OF
 JACOB RANCHO
 Recording Date: January 5, 1909
 Recording No.: Book 2, Page 14 of Plats
 Purpose: Public roads
 Affects:
- Along the North line; The South line; The West line; The East line and running East and West through the center of said Section 35, all as more particularly shown on said map

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

22. Matters and/or recitals as shown on that certain map/plat

Entitled: MAP SHOWING SUBDIVISION OF
JACOB RANCHO
Recording Date: January 5, 1909
Recording No.: Book 2, Page 14 of Plats

Reference is hereby made to said document for full particulars.

23. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: Kings County, successor in interest to
County of Tulare
Street or Highway: 18th Avenue; and Kent Avenue
Recording Date: June 4, 1891
Recording No.: Volume 3, Page 268 of Rights of Way of Tulare County Records

24. Matters contained in that certain document

Entitled: AGREEMENT
Dated: April 23, 1958
Executed by: M. A. Nunes and Mary Nunes, husband and wife; and
Berry Gilcrease
Recording Date: April 30, 1958
Recording No.: 4503, Book 709, Page 148 of Official Records
Affects:

That portion of Lots 5 and 12 in said Section 35, which lies North and East of the ditch of Jacob Rancho Water Company, known as the Bettencourt Ditch.

Reference is hereby made to said document for full particulars.

25. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: Kings County
Street or Highway: 18th Avenue
Recording Date: September 27, 1962
Recording No.: 13143, Book 815, Page 978 of Official Records

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

26. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code (Williamson Act) authorizing the establishment of agricultural preserves. The use of the land within the preserve may be restricted by the contract to agricultural, recreational, open-space, and other approved compatible uses.

Dated: December 23, 1969
 Executed by: Manuel A. Nunes, as Owners; and County of Kings
 Recording Date: March 3, 1970
 Recording No.: 3131, Book 950, Page 544 of Official Records
 Affects: Parcel 1 and other land

All of the Land Conservation Contracts aka California Land Conservation Act of 1965 (Williamson Act), recorded in Kings County were amended by agreements:

Entitled: Implementation of SB863 For Fiscal Year 2011/2012
 Recording Date: December 22, 2010
 Recording No.: 1022872 through 10228884, of Official Records,
 and similar instruments recorded about the same time each year

This is a California State wide Bill, most Counties do not record these notices every year.

27. Matters contained in that certain document ||

Entitled: EASEMENT DEED FOR WATER WELL SITE
 Dated: January 6, 1978
 Purpose: Drilling and developing a water well and necessary appurtenances thereto TOGETHER WITH, the right to go upon, maintain, repair, and replace said facilities
 Grantor: Berry Gilcrease and Eugenia Lee Gilcrease
 Grantee: Jacob Rancho Water Company, a mutual water company, its successors and assigns
 Recording Date: January 20, 1978
 Recording No.: 935, Book 1110, Page 70 of Official Records
 Affects: That portion of the Northwest quarter of said Section 35, as more particularly described therein

Reference is hereby made to said document for full particulars.

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

28. An unrecorded oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document

Entitled: OIL, GAS AND MINERAL LEASE (SHORT FORM)
 Dated: December 18, 1979
 Lessor: Berry Gilcrease and Eugenia Gilcrease, husband and wife
 Lessee: Terra Resources Inc., a Delaware corporation
 Recording Date: April 23, 1980
 Recording No.: 5122, Book 1174, Page 418 of Official Records

Affects: That portion of Lot 5 in said Section 35,
 lying North and East of the Jacob Rancho Water Company ditch,
 as said ditch was located on April 3, 1958;
 The East half of the Northwest quarter; and
 Lot 7 in said Section 35
 (Parcels 3 & 4); and other land

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

29. An unrecorded oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document

Entitled: OIL, GAS AND MINERAL LEASE (SHORT FORM)
 Dated: March 5, 1981
 Lessor: Terra Resources, Inc.
 Lessee: Terra Resources, Inc.
 Recording Date: July 1, 1981
 Recording No.: 7757, Book 1205, Page 33 of Official Records

Affects: Parcels 1 and 2

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

30. Matters contained in that certain document

Entitled: AGREEMENT
Dated: May 8, 1982
Purpose: To provide for an effective means of disposal of dairy waste water,
as more particularly described therein
Executed by: Berry Gilcrease, as Farmer; and Ricardo J. Azevedo, Maria I. Azevedo,
Francisco J. Sousa, and Maria L. Sousa, jointly and severally, as Dairyman
Recording Date: July 9, 1982
Recording No.: 9021, Book 1236, Page 122 of Official Records
Affects: Lots 3, 5, 6 and 7 in said Section 35
(Parcels 3 & 4); and other land

Reference is hereby made to said document for full particulars.

31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Kings
Purpose: Wastewater collection system and appurtenances and
Public utilities, all as more particularly described therein
Recording Date: October 12, 1982
Recording No.: 12854, Book 1243, Page 130 of Official Records
Affects:

The East 10 feet of said Lot 3, except the North 20 feet which is public right of way;
The East 10 feet of the North 10 feet of said Lot 6; and
The North 10 feet of said Lot 7
(Parcels 3 & 4)

32. An unrecorded oil and gas lease for the term therein provided, with certain covenants, conditions and provisions,
together with easements, if any, as set forth therein, disclosed by document

Entitled: OIL, GAS AND MINERAL LEASE (SHORT FORM)
Dated: March 29, 1983
Lessor: Berry Gilcrease, a married man, as his sole and separate property
Lessee: Hrubetz Oil Company, a Texas Corporation
Recording Date: August 3, 1983
Recording No.: 10424, Book 1271, Page 414 of Official Records

Affects: Parcels 3 & 4

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters
affecting the rights or interests of the lessor or lessee in said lease.

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counter-signature by the Company or its issuing agent that may be in electronic form.*

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SCHEDULE B, PART II EXCEPTIONS

(continued)

33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Jacob Rancho Water Company, its successors and assigns
 Purpose: Pipeline, ingress and egress, all as more particularly described therein
 Recording Date: September 25, 1987
 Recording No.: 015149, Book 1426, Page 388 of Official Records
 Affects:

The South 10 feet of the North 30 feet of said Lot 3, excepting therefrom, any portion thereof lying within Jersey Avenue; and also excepting therefrom, any portion thereof lying Westerly of the Childress Ditch aka as Lateral 15, as now located, approximately 290 feet from the West line of said Lot 3.
 (Parcel 4)

34. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Jacob Rancho Water Company, its successors and assigns
 Purpose: Pipeline, ingress and egress, all as more particularly described therein
 Recording Date: September 25, 1987
 Recording No.: 015150, Book 1426, Page 389 of Official Records
 Affects:

The West 10 feet of the East 20 feet of said Lots 3 and 6.
 (Parcels 3 & 4)

Also granted to Lemoore Canal & Irrigation Company and/or Jacob Rancho Water Company, both mutual water companies, the right to discharge water into the pipeline located within the above described easement from Jacob Rancho Water Company Well Number 4 as the same now is, or later may be, located.

35. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Jacob Rancho Water Company, its successors and assigns
 Purpose: Ditch purposes and attendant bank roadway, TOGETHER WITH, right of ingress and egress, all as more particularly described therein
 Recording Date: June 29, 1999
 Recording No.: 9913836, of Official Records
 Affects: A strip of land having a uniform sideline boundary width of 65 feet, where measured at right angles, as more particularly described therein

and Recording Date: August 10, 1999
 and Recording No.: 9917098, of Official Records

36. Intentionally deleted

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

37. Intentionally deleted
38. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code (Williamson Act) authorizing the establishment of agricultural preserves. The use of the land within the preserve may be restricted by the contract to agricultural, recreational, open-space, and other approved compatible uses.

Dated: June 17, 2004
 Executed by: Jeffrey A. Gilcrease and Karen Lee Gilcrease,
 as Owner; and County of Kings
 Recording Date: July 27, 2004
 Recording No.: 0422019, of Official Records
 Affects: Parcels 3, 4 and other land

All of the Land Conservation Contracts aka California Land Conservation Act of 1965 (Williamson Act), recorded in Kings County were amended by agreements:

Entitled: Implementation of SB863 For Fiscal Year 2011/2012
 Recording Date: December 22, 2010
 Recording No.: 1022872 through 10228884, of Official Records,
 and similar instruments recorded about the same time each year

This is a California State wide Bill, most Counties do not record these notices every year.

39. Matters contained in that certain document

Entitled: ADDENDUM TO DITCH RELOCATION AND PIPELINE AGREEMENT
 Dated: October 29, 2007
 Executed by: Lemoore Canal & Irrigation Company, a California corporation; and
 Jeffrey A. Gilcrease and Karen Lee Gilcrease, as Trustees of
 the Jeffrey A. and Karen Lee Gilcrease 1998 Family Trust U/T/D
 dated December 9, 1998
 Recording Date: October 30, 2007
 Recording No.: 0727598, of Official Records
 Affects: Lot 3 in said Section 35
 (Parcel 4)

Reference is hereby made to said document for full particulars.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

40. Matters and/or recitals as shown on that certain map/plat
- Entitled: RECORD OF SURVEY
Recording Date: August 4, 2014
Recording No.: Volume 24, Page 97 of Licensed Surveyors' Plats
Affects: The North and East lines of said Lots 3, 7 and 9
- Reference is hereby made to said document for full particulars.
41. Right, title and interest of Santa Rosa Indian Community of the Santa Rosa Rancheria, California, as disclosed by the application for insurance.
42. Any assertion that the acquisition by the United States in Trust for the Santa Rosa Indian Community of the Santa Rosa Rancheria, California was without authority.
43. Water rights, claims or title to water, whether or not disclosed by the public records.
44. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
45. Any lien or right to a lien for services, labor or material not shown by the Public Records.
46. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
47. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

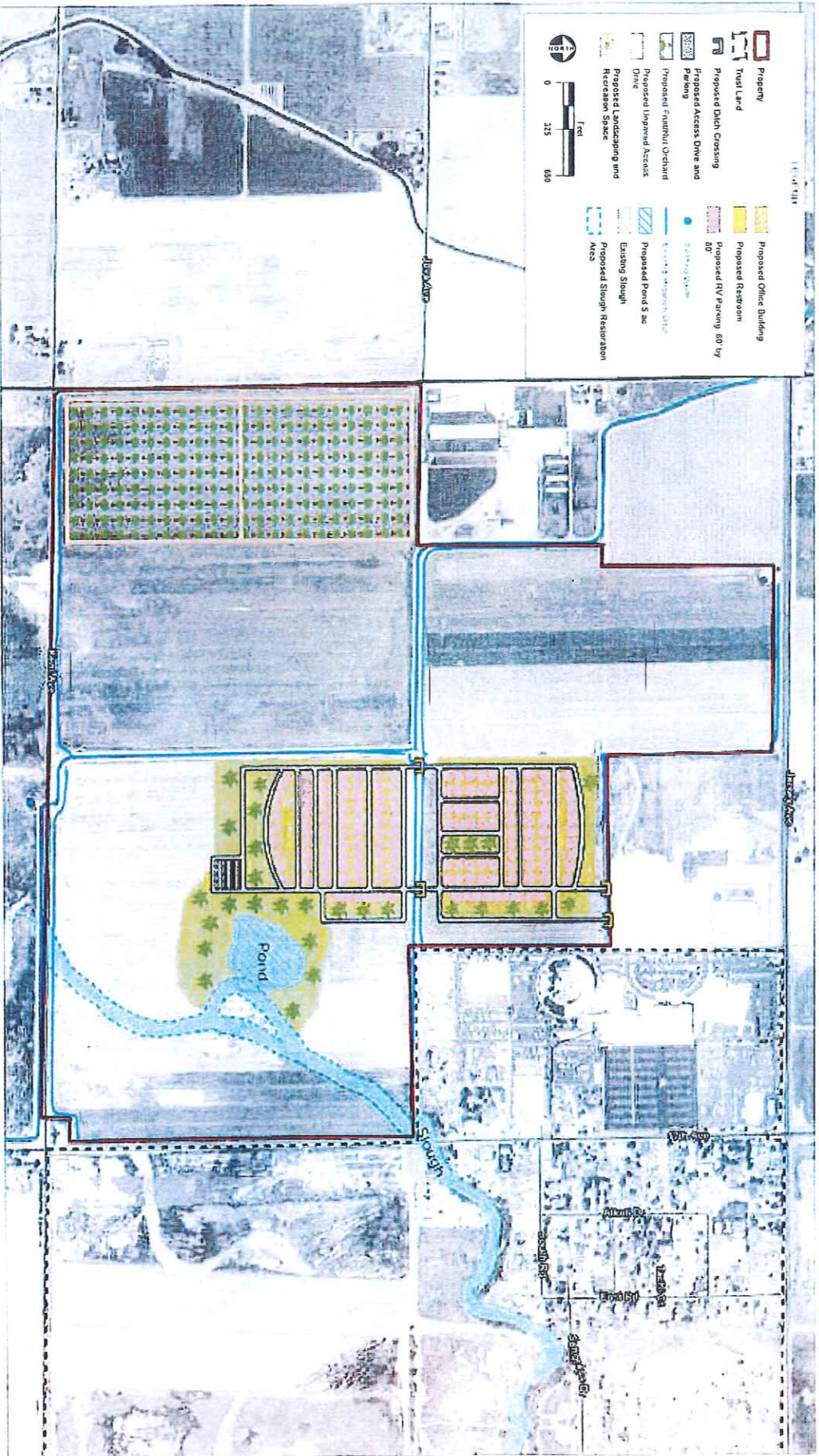
END OF SCHEDULE B, PART II

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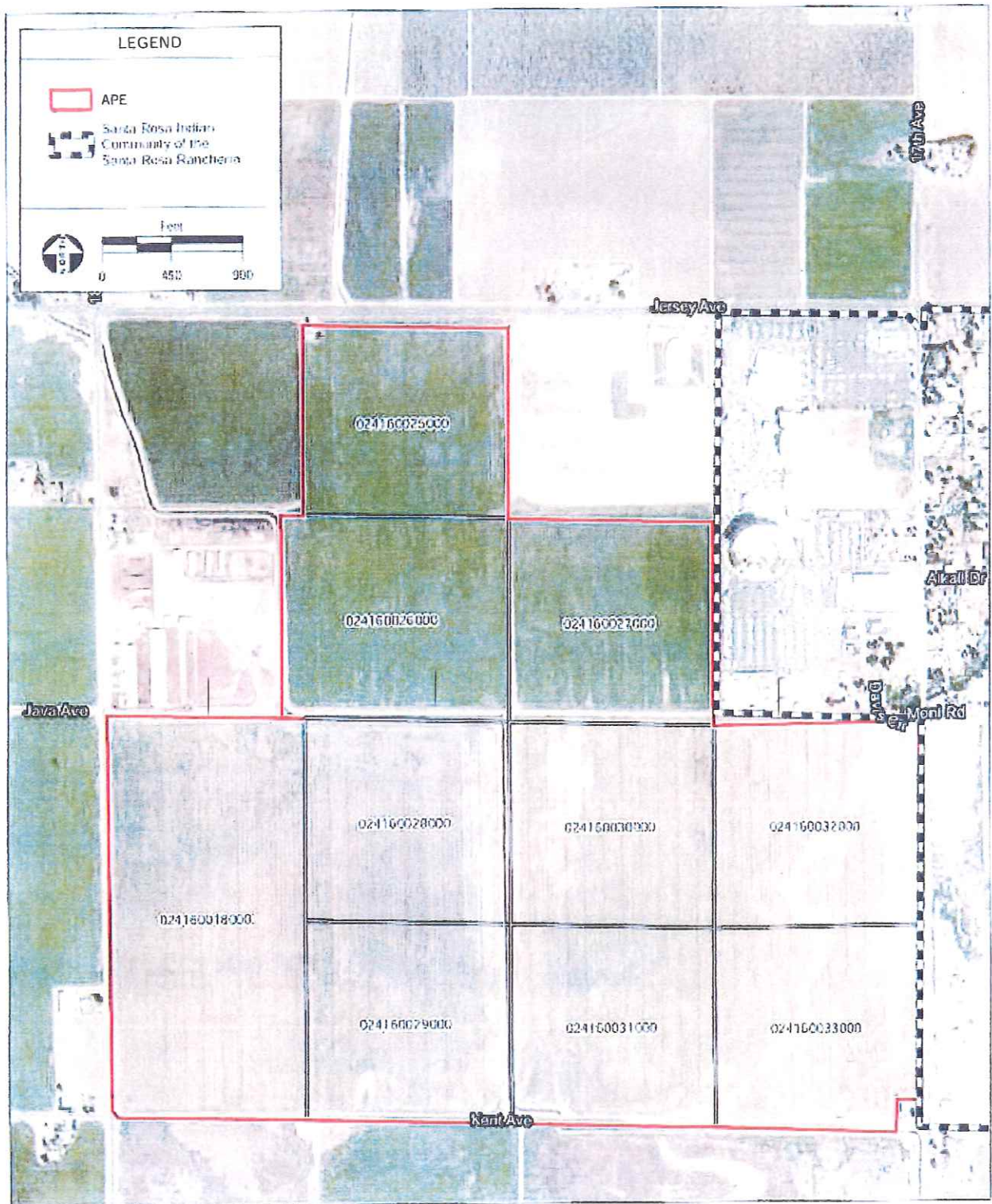
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SOURCE: National Wetland Inventory data; Vund Maxar aerial photography, 6/25/2021; ESRI, 2022. Modified: Environmental, 4/17/2022

Teah Noku RV Park and Orchard Project Environmental Assessment / 220503 ■
 Figure 4
 Site Plan



SOURCE: Maxar aerial photograph, 8/20/2019; AES, 9/14/2020

— — Santa Rosa Rancheria Gilcrease Parcels Cultural Resources Study / 220503 ■

Figure 3
Aerial Photograph



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 23, 2023

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: PUBLIC HEARING AND FIRST READING OF THE ORDINANCE – MASTER FEE SCHEDULE BIENNIAL UPDATE

SUMMARY:

Overview:

The Master Fee Schedule is comprehensively reviewed every other year by each department to calculate the fees charged to the community for various services rendered by the County. Changes to the existing fee schedule are presented to the Board to consider updating the fees charged for service. A Study Session was held on May 16, 2023 to outline the various changes being proposed by the departments.

Recommendation:

- a. Conduct a public hearing regarding the County’s Master Fee Schedule Biennial update;
- b. Introduce and waive the first reading of Ordinance #520.24 governing the County’s Master Fee Schedule.

Fiscal Impact:

There is no fiscal impact with the public hearing or introduction of the ordinance. The overall fiscal impact of adopting all proposed changes is an estimated reduction in unreimbursed costs realized by the various departments providing critical services to the community.

BACKGROUND:

State and local governments use charges and fees to help fund certain services. When these specific services provide a benefit to a particular individual or group of individuals, then governments often create charges and fees paid for by direct recipients of those that receive these specific benefits from such services, rather than using general revenues. A fee amount cannot be in excess of the cost to provide the service. Instead, the amount of a fee should be sufficient to recover the costs of a service and ensure its future sustainability. Fees are applied on a user-pay basis, so only those who benefit from the service bear the fee. In order to maintain transparency and ease of access, the fees have been combined into a single master document, known as the Master Fee Schedule.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING AND FIRST READING OF THE ORDINANCE – MASTER FEE SCHEDULE BIENNIAL UPDATE

May 23, 2023

Page 2 of 2

The County's Master Fee Schedule was established by Ordinance #510, which was adopted in April 1993 with the stipulation that the adopted fees be reviewed periodically. In May of 1995, the Master Fee Ordinance, #520.1, was merged with several separate ordinances to update the schedule of fees. The current version is Master Fee Ordinance #520.23.

A Study Session was conducted on March 16, 2023 regarding the biennial update to the Master Fee Schedule. The Study Session included a comprehensive review of all County departmental fees as well as an anticipated timeline of events for the completion of the update. As was outlined in the Study Session held on March 16, 2023, the next step in the biennial update is the holding of a public hearing and the introduction of the amended ordinance governing the County's Master Fee Schedule. A notice of this public hearing was published in the Hanford Sentinel on May 13, 2023, and May 18, 2023.

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

ORDINANCE NO. 520.24

AN ORDINANCE AMENDING ORDINANCE NO. 520.23
ESTABLISHING CERTAIN COUNTY FEES AND CHARGES AND ADOPTING A
MASTER FEE SCHEDULE

The Board of Supervisors of the County of Kings ordains as follows:

SECTION 1. This Ordinance, its attachment, and all future amendments thereto shall be referred to and known as the “Master Fee Ordinance.”

SECTION 2. The fees and charges set forth in the Master Fee Schedule, attached hereto and incorporated herein as though fully set forth, are hereby established for the following county departments, offices, and divisions thereof:

- a. Assessor/Clerk/Recorder
- b. Board of Supervisors (Clerk of the Board)
- c. Community Development Agency
- d. District Attorney
- e. Elections
- f. Finance Department
- g. Fire Department
- h. Health Department
- i. Library
- j. Public Guardian
- k. Public Works
- l. Sheriff/Coroner/Public Administrator/Animal Control

SECTION 3. The fees and charges established herein shall take effect upon the effective date of this Ordinance.

SECTION 4. Fees and charges for the listed county departments, offices, and divisions thereof may be added, reduced, increased, or deleted from time to time by amendments to this Master Fee Ordinance in compliance with law.

SECTION 5. The fees and charges adopted in Section 2 of this Ordinance shall supersede and take the place of any different fee or charge in any codified section of the Kings County Code of ordinances or in any resolution.

SECTION 6. The Kings County Board of Supervisors hereby adopts the

following findings:

a. The fees and charges specified by this Ordinance do not exceed the cost of providing the product or service or enforcing the regulation for which the fee or charge is levied.

SECTION 7. This ordinance shall take effect thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage shall be published with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel newspaper published in the County of Kings.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on May 23, 2023, and adopted at a regular meeting of the Board of Supervisors of the County of Kings on June 6, 2023.

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

Chairman of the Board of Supervisors
County of Kings, State of California

Witness my hand and seal of said Board of Supervisors on June 6, 2023.

Clerk of said Board of Supervisors

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
ASSESSOR	
ASSESSOR DIVISION	
Assessor's Maps:	
Total County by Book on 8 1/2" x 11" PDF's	\$ 25.00
1 Copy 8 1/2" x 11" or 11" x 17"	\$ 2.50
Each Additional Page of Document	\$ 0.50
1 Copy 18" x 26"	\$ 19.00
1 Copy 24" x 36"	\$ 19.00
1 Copy 44" X 36" (wall size)	\$ 27.00
Custom GIS Radius Map	\$ 35.00
Name & Address Labels, per Label	\$ 0.05
Map Boundary Changes:	
Lot Line Adjustments, Parcel Maps	\$ 481.00
Tract-Subdivision Parcel Map (up to 8 hrs)	\$ 703.00
Tract-Subdivision Parcel Map (8 hrs +)	\$ 1,217.00
Split/Combine Parcels per Request*	\$ 42.00
*To process request, property taxes must be paid up to date	
Bond Amount Calculations	\$ 60.00
Document Copies:	
First Page of Document	\$ 2.00
Each Additional Page of Document	\$ 0.50
Research Fee Hourly - (1/2 hr minimum charge)	\$ 59.50
Access to Assessor Documents:	
Data Subscription Service, includes one user, (600 hits or less per year)*	\$ 100.00
Data Subscription Service, includes one user, (unlimited hits per year)*	\$ 600.00
*Pre-paid annual subscription. Due in full, with signed contract.	
Additional Users, per User	\$ 60.00
Reports:	
Custom Report	\$ 61.00
Property Transfer Report	\$ 10.00
Extended Tax Roll	\$ 49.00
Redemption Roll	\$ 51.50
Pre-extension Roll	\$ 51.50
Subdivision & Tract Index Report	\$ 6.00
Property Characteristics Update	\$ 3.00
Tax Allocation- Undivided Interests	\$ 55.00
Williamson Act and Farmland Security Zone:	
Cancellation Formal Review per hour	\$ 110.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Appraisal of Welfare Exempt Property for Tax Sale	\$ 276.00
Parent-Child Exclusion Processing Fee (late file)	\$ 175.00
Historical Aircraft Exemption (initial application)	\$ 35.00
CD & Mailing Costs:	
CD	\$ 1.00
Mailer	\$ 1.00
Regular Mail	\$ 3.50
USPS, free tracking, flat rate	\$ 8.95
Fed Ex, overnight	\$15.00-\$35.00
Returned Checks	\$ 55.00
<i>CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION</i>	
CLERK-RECORDER DIVISION	
Recording:	
First Page of Titles <u>not</u> Associated with the Real Estate Fraud Fee (8 1/2 x 11)*	\$ 13.00
First Page of Titles Associated with the Real Estate Fraud Fee (8 1/2 x 11)*	\$ 16.00
Assignment of Deed of Trust, Amended Deed of Trust, Abstract of Judgement, Affidavit, Assignment of Rents, Assignment of Lease, Construction Trust Deed, Covenants Conditions and Restriction (CC&Rs), Declaration of Homestead, Deed of Trust, Easement, Lease, Lien, Lot Line Adjustment, Mechanics Lien, Modification for Deed of Trust, Notice of Completion, Notice of Default, Notice of Rescission of Declaration of Default, Notice of Trustee's Sale, Quitclaim Deed, Release, Reconveyance, Request for Notice, Subordination Agreement, Substitution of Trustee, Trustee's Deed Upon Sale	
Each Additional Page	\$ 3.00
*SB2 Building Homes & Jobs Act (Applies to real estate recording documents unless exempt, shall not exceed \$225)	\$ 75.00
Electronic Recording, per Document	\$ 1.00
Release of Lien:	
Release of Lien by State or Local Government if Original Lien was Recorded Without Fee	\$ 20.00
Uniform Commercial Code*:	
Financing Statement 1 to 2 pgs	\$ 16.00
Financing Statement 3 + pgs	\$ 26.00
*UCC'S subject to SB2 Building Homes & Jobs Act and Real Estate Fraud Fees	
Map Recording:	
Maps First Page (subdivision, parcel, survey & assessment)	\$ 8.00
Maps Each Additional Page	\$ 2.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Special Recording Fees:	
Non-Conforming Page Size (other than 8 1/2 x 11), each page of document	\$ 3.00
Penalty Print, per page	\$ 1.00
Each Additional Reference Indexed	\$ 1.00
Each Group of 10 Names, or Fraction Thereof, in Addition to the Initial First 10 Names	\$ 1.00
Each Additional Title <u>not</u> Associated with Real Estate Fraud Fee	\$ 13.00
Each Additional Title Associated with Real Estate Fraud Fee	\$ 16.00
Additional Recording Fees:	
Documentary Transfer Tax - Per \$500.00 of value	\$ 0.55
Survey Monument Fee	\$ 10.00
Involuntary Lien Notice- First Address (subject to recording fee)	\$ 9.50
Each Additional Address	\$ 6.00
Filing of 20 days Preliminary Notice of Lien	\$ 44.00
Documents Recorded Without a Preliminary Change of Ownership Report	\$ 20.00
Document Copies:	
First Page of Document	\$ 3.00
Each Additional Page of Document	\$ 0.50
Conformed Copies- Self Addressed, stamped envelope must be enclosed	\$ 1.00
Certification Fee	\$ 1.00
Document Self-Print:	
First Page of Document (includes County Depts)	\$ 1.00
Each Additional Page of Document	\$ 0.50
Vital Record Certificate:	
Birth - Public	\$ 32.00
Certificate of No Record Found	\$ 32.00
Government	\$ 22.00
Death - Public	\$ 24.00
Certificate of No Record Found	\$ 24.00
Government	\$ 24.00
Fetal Death - Public	\$ 21.00
Certificate of No Record Found	\$ 21.00
Government	\$ 21.00
Marriage - Public	\$ 17.00
Certificate of No Record Found	\$ 17.00
Government	\$ 12.00
Marriage - Confidential	\$ 17.00
Certificate of No Record Found	\$ 17.00
Government	\$ 12.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Marriage Licenses:	
Marriage License- Public	\$ 87.00
Affidavit to Amend Marriage Record (paid to State), no charge if within 1 year)	\$ 26.00
Marriage License- Confidential	\$ 140.00
Affidavit to Amend Confidential license (no charge if within 1 year)	\$ 26.00
Duplicate Marriage License	\$ 32.00
Marriage Ceremony	\$ 45.00
Marriage Witness Fee	\$ 15.00
Fictitious Business Name Filing:	
Filing or Renewal Fee (includes one registrant)	\$ 35.00
Each Additional Business Name or Partner	\$ 8.00
Statement of Abandonment	\$ 21.00
Statement of Withdrawal from Partnership	\$ 21.00
Affidavit of Publication of Notice of Dissolution of Partnership	\$ 2.25
Notary Public Filing: (Bonds are subject to Recording Fees)	
To Register as a Notary Public to be accompanied by \$15,000 Surety Bond	\$ 18.00
Fee for Canceling, Revoking, or Withdrawing the Bond	\$ 7.00
Legal Document Assistant Filing: (Bonds are subject to Recording Fees)	
Filing Legal Document Assistant to be accompanied by \$25,000 Surety Bond. For five to nine assistants employed by the corporation or partnership, \$50,000 bond is required. Ten or more assistants employed by the corporation or partnership, \$100,000 bond is required. Includes one ID Card.	\$ 182.00
Fee for Canceling, Revoking, or Withdrawing the Bond	\$ 7.00
Process Server Filing: (Bonds are subject to Recording Fees)	
Filing Certificate of Registration Process Server to be accompanied by \$2,000 Surety Bond. Must supply two once inch photos for ID cards. Includes one ID card.	\$ 107.00
Fee for Canceling, Revoking, or Withdrawing the Bond	\$ 7.00
Professional Photocopier Filing: (Bonds are subject to Recording Fees)	
Filing Certificate of Registration Professional Photocopier to be accompanied by \$5,000 Surety Bond. Must supply one-inch photo for ID card. Includes one ID Card.	\$ 182.00
Fee for Canceling, Revoking, or Withdrawing the Bond	\$ 7.00
If already registered as a Process Server	\$ 107.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Unlawful Detainer Assistant Filing: (Bonds are subject to Recording Fees)	
Filing Certificate of Registration Unlawful Detainer Assistant to be accompanied by \$25,000 Surety Bond. Must supply one-inch photo for ID card. Includes one ID Card.	\$ 182.00
Fee for Canceling, Revoking, or Withdrawing the Bond	\$ 7.00
Additional ID Cards for Legal Document Assistant, Process Server, Professional Photocopier and Unlawful Detainer Assistant	\$ 10.00
Power of Attorney Filing:	
Power of Attorney Filing (cancellation, withdrawal, or revocation) Each additional name	\$ 19.00
Power of Attorney Filing, more than one name (each additional name)	\$ 9.00
Additional Clerk Fees:	
Certificate of Notary or Public Health Officer Signature Authentication	\$ 13.00
Certificate of Proof of Authority of Surety Company to Act	\$ 14.00
Certificate of Aliveness	\$ 13.00
Certificate of Translation	\$ 22.00
Certification of Appointment of Humane Officer	\$ 10.00
Filing & Indexing all papers for which charges is not elsewhere provided, other than papers filed in actions or special proceedings, official bonds, or certificates of appointment	\$ 2.25
Environmental Filings (CEQA):	
Notices of Determination, Clerk's Handling Fee	\$ 70.00
Notices of Exemption, Clerk's Handling Fee	\$ 70.00
Negative Declaration Prepared: No certificate of fee exemption attached	\$ 2,764.00
Environmental Impact Report Prepared: No certificate of fee exemption attached	\$ 3,839.25
Access to Clerk-Recorder Documents:	
Data Subscription Service, includes one user*	\$ 600.00
*Pre-paid annual subscription. Due in full, with signed contract.	
Additional Users, per user	\$ 60.00
Recorded Images Service	\$ 0.06
CD & Mailing Costs:	
CD	\$ 1.00
Mailer	\$ 1.00
Certified Mail Request	\$ 8.00
Returned Checks	\$ 55.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Fees with No Charge:	
Military Records	\$ -
Administering Oaths for County Departments	\$ -
CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION	
BOARD OF SUPERVISORS	
Conflict of Interest Statements Per Page (plus \$5.00 retrieval fee for over 5 years)	\$ 0.25
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Certification Fee (each page)	\$ 5.00
Findings of Fact - Assessment Appeals per hour charge of prep time + (\$100 upfront deposit + actual costs for County Counsel at \$204 per hour)	Actual Costs
Record Search/retrieval from storage/per page	\$ 5.00
CD Reproduction of Board Proceedings (First CD)	\$ 20.00
Each additional CD	\$ 5.00
Transcript of meeting - Deposit of \$100 (Current hourly rate charged by Kings Court Reporters)	Actual Cost
Returned Check Charge (\$10.00 Treasurer's Fee + actual cost) - for use in all depts	\$ 20.00
COMMUNITY DEVELOPMENT AGENCY	
Zoning Ordinance:	
Conditional Use Permit (CUP)	
CUP / Resubmittal / Extension - MINIMUM FEE	\$ 6,350.00
CUP / Resubmittal / Extension - MAXIMUM FEE	Actual Cost
Site Plan Review	
Site Plan Review / Resubmittal / Extension - MINIMUM FEE	\$ 3,570.00
Site Plan Review / Resubmittal / Extension - MAXIMUM FEE	Actual Cost
Dairy Site Plan Review / Resubmittal / Extension - MINIMUM	\$ 4,980.00
Dairy Site Plan Review / Resubmittal / Extension - MAXIMUM	Actual Cost
Dairy Review Letter	\$ 1,140.00
Agri. Land Div. (SPR) / Resubmittal / Extension - MINIMUM	\$ 1,860.00
Agri. Land Div. (SPR) / Resubmittal / Extension - MAXIMUM	Actual Cost

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Variance	
Variance (Var) / Resubmittal / Extension - MINIMUM	\$ 1,790.00
Variance (Var) / Resubmittal / Extension - MAXIMUM	Actual Cost
Dev. Code Administration	
Change of Zone District Boundary - MINIMUM	\$ 3,200.00
Change of Zone District Boundary - MAXIMUM	Actual Cost
Development Code Text Change - MINIMUM	\$ 2,990.00
Development Code Text Change - MAXIMUM	Actual Cost
Other Fees	
Planned Unit Development (PUD) - MINIMUM	\$10,000 Deposit
Planned Unit Development (PUD) -MAXIMUM	Actual Cost
New Community Development Procedure - MINIMUM	\$10,000 Deposit
New Community Development Procedure - MAXIMUM	Actual Cost
Appeals (General)	\$ 1,290.00
Change in Nonconforming Use - MINIMUM	\$ 6,350.00
Change in Nonconforming Use - MAXIMUM	Actual Cost
Bldg. Replacement ("Burndown") letter	\$ 210.00
Temporary Land Use Permit	\$ 190.00
Groundwater Export Permit	\$ 6,350.00
Financial Assurance review	\$ 280.00
Legal Evaluation of Financial Assurance Review (\$250 Deposit Required)	Actual Cost
Firearms Dealer Federal Permit	
(Annual Land Use Permit Cert. Letter)	\$ 140.00
Surface Mining and Reclamation Act (SMARA) Annual Permit	\$1,000 Deposit
Alcohol Beverage Control (ABC) letter of convenience and public necessity	\$ 420.00
Building Plan - Zoning conformance check	\$ 140.00
Building Plan - Specific Plan conformance check	\$ 2,280.00
Water Well data processing	\$ 280.00
Written verification of zoning	\$ 210.00
Photovoltaic (PV) Solar data processing	\$ 70.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
General Plan:	
General Plan Amendments - MINIMUM	\$ 5,700.00
General Plan Amendments - MAXIMUM	Actual Cost
Environmental Review (CEQA):	
Environmental Review - MINIMUM	\$ 4,430.00
Environmental Review - MAXIMUM	Actual Cost - Deposit
Land Division Ordinance:	
Tent. Parcel Map (TPM) / Resubmit / Extension- MINIMUM	\$ 3,990.00
Tent. Parcel Map (TPM) / Resubmit / Extension- MAXIMUM	Actual Cost
Land Division - Appeal	\$ 1,290.00
(IPM) in lieu of TPM-Re Section 21-83(b) / Resubmit / Extension - MINIMUM	\$ 2,310.00
(IPM) in lieu of TPM-Re Section 21-83(b) / Resubmit / Extension - MAXIMUM	Actual Cost
Tent. Tract (TT) / Resubmit / Extension - MINIMUM	\$ 5,740.00
Tent. Tract (TT) / Resubmit / Extension - MAXIMUM	Actual Cost
TT - Final	\$ -
Prelim. TT	\$ 1,060.00
Lot Line Adjustment (LLA) / Resubmit / Extension - MINIMUM	\$ 2,130.00
Lot Line Adjustment (LLA) / Resubmit / Extension -MAXIMUM	Actual Cost
Cert. Of Compliance (COC) - MINIMUM	\$ 1,050.00
Cert. Of Compliance (COC) - MAXIMUM	Actual Cost
Cert. of Voluntary Parcel Merger - MINIMUM	\$ 670.00
Cert. of Voluntary Parcel Merger- MAXIMUM	Actual Cost
Parcel Map Waiver	\$ 140.00
Williamson Act:	
Williamson Act - Preserve/Farmland Security Zone Fee (New/Enlarge)	\$ 710.00
Williamson Act/Farmland Security Zone - Contract Fee	\$ 1,140.00
Williamson Act/Farmland Security Zone - Contract Modification/Recission Fee	\$ 1,710.00
Williamson Act/Farmland Security Zone - Non-renewal/Partial Non Renewal	\$ 420.00
Williamson Act/Farmland Security Zone Cancellation - MINIMUM	\$ 1,280.00
Williamson Act/Farmland Security Zone Cancellation - MAXIMUM	Full Cost
Agricultural Conservation Easement	\$ 1,324.00
Building Inspection:	
Building Permit	per CBC
Electrical Permit	per CEC
Mechanical Permit	per CMC

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Plumbing Permit	per CPC
Plan Conf. Fee (plan check fee)	per CBC
Relocation Inspection & Report, mileage	\$ 420.00
Ag. Exemption Processing and Inspection Fee	\$ 420.00
Compliance Inspection	\$ 280.00
Well Permit	\$ 420.00
Mobilehome Installation Permit	\$ 570.00
School Fees (2%)	\$ 0.02
Roads and Easements:	
Easement Abandonmt/Rd.Opening/Abandonment - MINIMUM	\$ 390.00
Easement Abandonmt/Rd.Opening/Abandonment - MAXIMUM	\$ 1,580.00
Code Compliance	
Citation 1st	\$ 100.00
Citation 2nd	\$ 200.00
Citation 3rd	\$ 500.00
Admin Citation Appeal fee (Hearing Officer decision)	\$ 570.00
Other Miscellaneous Fees:	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Return Check Fee	\$ 70.00
Agenda/Minutes Subscription	\$ 30.00
Full Agenda Packet Subscription	\$ 50.00
Agenda Subscription	\$ 20.00
Documents Published by KCPA/Staff Reports	Actual Cost
Floodplain Development Permit / Letter / Variance - MINIMUM	\$ 140.00
Floodplain Development Permit / Letter / Variance - MAXIMUM	Actual Cost
GIS General Plan and Zoning Data Subscription	\$ 280.00
GIS Custom Map Production (includes material costs)	Actual Cost
Fee for permits following a Notice of Violation/Stop Work Notice	Double (2x) the regular permit fee
** Note - Cost Justification Tools used for this update include the 3% salary increase scheduled for December 26, 2022	

DISTRICT ATTORNEY

Administrative Bad Check Fee	\$ 50.00
Financial Responsibility Workbook	\$ 60.00

DEPARTMENT OF FINANCE

SECURED TAX FEES:	
Cost of Delinquent Tax	\$ 20.00
Redemption of Prior Taxes	\$ 30.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Prior secured pay plan	\$ 65.00
Impending Power to Sell Advertising	\$15 + proration
Party of Interest - Research	At Cost
Party of Interest - Notice	At Cost
Tax Sale Publication & Web Advertising	100+actual publish cost
Tax Sale County Fee	\$ 150.00
Tax Sale Redemption Fee	\$ 150.00
Chapter 8 Tax Sale Redemption Fee	\$ 450.00
Chapter 8 Tax Sale Fee	\$ 450.00
Notice of Recission of Tax Sale	Cost
Tax Sale Personal Notice	Cost
Tax Sale - Photographs	At Cost
Tax Sale - Internet Fees	Cost
Tax Sale - Internet Deposit and Settlement	Cost
Tax Sale - Excess Proceeds Reporting	Cost
Tax Sale - Excess Proceeds Publication & Notice Mailing	\$ 32.00
Parcel/Subdivison Maps & Lot Line Adjustments	\$ 55.00
Tax Segregation - Undivided Interest	\$ 50.00
Tax Segregation - Parcel Split	\$ 60.00
UNSECURED DELINQUENT COLLECTIONS:	
Lien Delinquent Notice	\$ 10.00
Recorded Liens	\$ 10.00
Release Liens	\$12 + court costs
Final Notice	\$ 10.00
Intent to Seek Judgement	\$ 15.00
Summary Judgement	\$20+Court Fee
Satisfaction of Judgement	\$20+Court Fee

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Dept of Motor Vehicles: Boat Lien Notice	\$ 40.00
Dept of Motor Vehicles: Boat Lien Filing	\$ 5.00
Franchise Tax Board (FTB): Offset Notice	\$ 10.00
Franchise Tax Board (FTB): Offset Filing	\$ 10.25
Federal Aviation Administration (FFA): Lien Filing	\$ 12.00
Writ of Execution	\$20+Court Fee
Sheriff Letter: For Of Instruction	\$36.00 + Cost
Bank Levy	\$36.00 + Cost
Wage Levy	\$36.00 + Cost
Till Tap	\$36.00 + Cost
Services out of the County	\$36.00 + Cost
Third Party Seizure	\$ 15.00
Debtors Exam	\$ 400.00
Seizure & Sale	\$ 250.00
Payment Plan Balance Under \$1,000	\$ 50.00
Payment Plan Balance \$1,000+	\$ 100.00
Bulk Transfer Claim	\$ 75.00
Mobile Home Tax Clearance Certificate: Reissue	\$ 25.00
Mobile Home Tax Clearance Certificate: Additional Reissue (Same Mobile Home)	\$ 25.00
MISCELLANEOUS LICENSING	
Bingo: Application Fee	\$ 12.00
Dance/Dance Hall: Application Fee	\$ 12.00
Dance Hall: Annual License	\$ 25.00
Peddlers & Solicitors: Application Fee	\$ 25.00
Peddlers & Solicitors: Annual License	\$ 25.00
Junk and Secondhand Dealers: Application Fee	\$ 12.00
Junk and Secondhand Dealers: Annual Fee	\$ 50.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Entertainment Events: Application Fee	\$ 12.00
Entertainment Events: Daily License Fee	\$100 / day
Transient Occupancy Tax Clearance Certificate	\$ 15.00
MISCELLANEOUS TAX COLLECTOR FEES	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Copies: Certified Copy	\$ 2.00
Copies: Microfiche/Imaging Copy	\$ 1.50
Copies: Non-owner Tax bill	\$ 1.50
Tax Research Fee: Minimum	\$ 15.00
Tax Research Fee: Hourly	\$ 60.00
Property Tax Returned Checks (\$50.00 per additional parcel)	\$ 75.00
Tax Intercept Fee	\$ 27.50
TREASURER FEES	
Returned Checks	\$10.00 +Bank Cost/each
Call Assessment Fee	\$10.00 each
Registered Warrants	\$60.00 each
Wire Fund Transfers - Existing	\$12.00 + Bank Cost
Wire Fund Transfers - New	\$25.00 + Bank Cost
ACH - Existing	\$5.00 + Bank Cost
ACH - New	\$25.00 + Bank Cost
Book Transfer of Funds	\$12.00 + Bank Cost
Direct Investment - Account/Portfolio Origination	\$ 60.00
Direct Investment - Cost/Investment	\$ 50.00
Direct Investment - Annual/Portfolio Maint. Per Investment	\$ 200.00
Direct Investments - Safekeeping	At Cost
Direct Investments - Maturity	\$ 20.00
Direct Investments - Sale	\$ 100.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
ZBA Account Maintenance	\$5 + Bank Cost
Process Credit Card Deposits	\$ 1.50
Credit and Debit Card Transaction Fee	At Cost
E-Checks	At Cost
Electronic Payments related to Payroll	\$5 + Bank Cost
Unidentified ACH/Wire Deposits: Minimum	\$ 15.00
Unidentified ACH/Wire Deposits: Hourly	\$ 60.00
Place Stop Payment at Bank	\$8 + Bank Cost
Place Stop Payment at ITD	\$1.00 / stop
Cancel Stop Payments	\$5 + Bank Cost
Rush Warrants	\$ 6.00
Photocopies of Paid Warrants	\$8 + Bank Cost
Bank Special Collections	\$8 + Bank Cost
Treasury Research Fee: Minimum	\$ 15.00
Treasury Research Fee: Hourly	\$ 60.00
Lockbox service	Bank Cost
AUDITOR FEES	
Benefit Assessment Fee	\$ 1.00
REGISTRAR/PAYING AGENT/TRUST SERVICE FEES	
Acceptance fee	\$ 1,000.00
Counsel fees	actual cost
Annual Administration fee (minimum)	\$ 250.00
Semi-Annual Interest Payments	\$50.00 each
Annual Principal payment	\$ 25.00
EFT (Electronic Fund Transfer) Bond Payment	\$ 5.00
BOND PROCEEDS INVESTMENT FEES	
Receipt Only	\$10 / Day + wires
Treasury Investment Pool Fund (1 time Initial Investment)	\$35 / million + wire
LAIF Account/Portfolio Origination	\$ 130.00
LAIF Redemptions & Annual Account/Portfolio Maintenance	\$ 350.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Direct Investment - Account/Portfolio Origination	\$ 70.00
Direct Investment - Cost/Investment	\$ 55.00
Direct Investment - Annual/Portfolio Maint. Per Investment	\$ 250.00
Direct Investments - Safekeeping	Cost
Direct Investments - Maturity	\$ 20.00
Direct Investments - Sale	\$ 100.00
Money Market Account/Portfolio Origination	\$ 130.00
Money Market Redemptions	\$ 15.00
Money Market Annual Portfolio Maintenance	\$ 275.00
Out of Pocket Expenses	Actual Cost
ELECTIONS	
Copies of Campaign Expenditure Report, per page	\$ 0.10
Copies Standard & Legal Size- B&W (per page)	\$ 2.05
Research Fee Hourly - (1/2 hr minimum charge)	\$ 52.10
Certificate of Election Results by category:	
UDEL/Schools, Specials & Municipal Districts	\$ 4.30
General/Primary - Bound Report	\$ 9.60
Polling place/Precinct Consolidation Lists	\$ 6.25
Labels of registered voters (each)	\$ 0.03
Certified copy of affidavit of registration or abstract of voter	\$ 1.50
Searching records or files, for each file	\$ 5.00
Filing Notice of Intent of Initiative Petition	\$ 126.40
Filing Notice of Intent of Recall Petition	\$ 126.40
Declaration of Intention	Fee varies
Electronically formatted custom parcel shape file	\$ 44.10
Precinct county map (approx. 34" x 22" size)	\$ 7.00
Vote Recount (hand count, per day, 1 day minimum) (Fee based on amount of time, personnel, materials cost, and election size)	Actual Cost
Vote Recount (Computer count, per day, 1 day minimum) (Fee based on amount of time, personnel, materials cost, and election size)	Actual Cost
District to Precinct File	\$ 18.55

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Voter Registration File	\$ 13.95
Voter Registration Index	\$ 13.95
Voter Registration Index, printout, per 1000 names	\$ 0.50
Plus Voter History - per election	\$ 3.25
Election Candidate list	\$ 3.25
Absentee Voter Lists - Cumulative	\$ 5.55
Absentee Voter Lists - Daily	\$ 5.55
Candidate Statement of Qualifications	Max of \$3,212.80
Passport Fee	\$ 35.00
CD & Mailing Costs	
CD	\$ 0.75
USPS, free tracking, flat rate	\$ 6.45
Fed Ex, overnight	\$15.00-\$35.00
Regular Mail	\$ 2.65
Returned Checks	\$ 25.00
CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION	
FIRE	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
REPORT FEES	
Fire Incident Report	\$ 5.00
INSPECTION FEES	
Fire Pump Test and Certification	\$ 625.00
Fire Sprinkler Test and Certification	\$ 750.00
Commercial Cooking Hood and Duct Exhaust System Acceptance Test	\$ 409.00
Fire Alarm Test	\$ 519.00
Spray Booth Accept. Inspection	\$ 440.00
Facilities (requiring state licensing)	\$ 100.00
Private Hydrant Flow Test	\$ 301.00
Tent Inspection Fee	\$ 150.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Review of Conditional Use Permits, Site Plans, Tentative Tracts & Parcel Maps (Planning Dept. collects)	\$ 120.00
Fire Sprinkler Plan Review + \$3 / head > 20 heads	\$ 835.00
Plan Check Fees + 3rd party plan check fees (if required)	\$ 275.00
Plan Review/Inspection of Underground Tanks	\$ 500.00
Residential Sprinkler Plan Review/Inspection	\$ 565.00
Mobile Food Vendor Inspection / Permit	\$ 100.00
Cart	\$ 50.00
Tank inspection - H2O, Fuel, LPG	\$ 343.00
Halon, CO2, Foam system inspection	\$ 426.00
CNG / LNG Storage or dispensing	\$ 200.00
Solar (per acre)	\$ 210.00
Bess (per container)	\$ 435.00
Fire Line Underground System Inspection	\$ 527.00
Fire Line Underground System Flush	\$ 150.00
*Inspections include initial inspection and re-inspection. Third and subsequent inspections require an additional fee.	
Re-Inspection Fee	\$ 308.00
Express Service Fee	Double Service Fee Rate
Mileage - Per Trip (30 mile average)	\$ 25.00
Annual Fire and Life Safety Inspection - per hour charge	\$ 80.00
PERMITS	
Fireworks Stand Permit Fee	\$ 300.00
Operational or Construction Permits Required by CFC 105.6 and 105.7	\$ 100.00
Special Event Food Vendor Permit	\$ 40.00
Fireworks Public Display (per event)	\$ 400.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
FINES	
Possession of Dangerous Fireworks**	\$ 1,500.00
Hazard Abatement Fire Suppression Charges + Suppression Costs	\$ 250.00
False Alarms After Third Call Annually (115.00+ Response Cost)	\$ 150.00
HEALTH	
** All prices are subject to change**	
General Services (Applies to all Departments)	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Return Check Fee	\$ 25.00
Pre Employment	
Pre Employment Physical (All Classes Except C)	\$ 350.00
Sliding Fee Schedule	
<p>The Health Department will follow the sliding fee scales required by contract, law, or regulation; for other services, a Sliding Fee Schedule (SFS) is offered for reduced fees for clinical services to eligible individuals and families. The SFS is based on the current Health and Human Services Poverty Guidelines for the 48 Contiguous States and will be updated following the publication of new guidelines. The Current Guidelines can be viewed at http://aspe.hhs.gov/poverty/index.cfm.</p>	
Clinical Fee Sliding Fee Schedule	Percentage Charged
Household Income less than 100% of federal poverty guideline level	0%
Household Income 101 to 133% of federal poverty guideline level	25%
Household Income 134 to 185% of federal poverty guideline level	50%
Household Income 185 to 200% of federal poverty guideline level	75%
Household Income greater than 200% of federal poverty guideline level	100%
Intervention & Prevention Clinic Services	
Condoms (one dozen)	\$ 3.00
Lubricant (4 packets)	\$ 1.00
<p>Unlisted fees will be set in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.</p>	

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Child Immunization Services	
Child immunizations provided by the Vaccine For Children program or required for school enrollment and Influenza Vaccinations will be charged at the MediCal administration rate plus the cost of the vaccine. All other vaccinations will be charged in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates.	
Duplicate IZ Card Copy	\$ 2.00
Other Immunization Services	
Influenza Vaccinations will be charged at the MediCal administration rate plus the cost of the vaccine. All other vaccinations will be charged in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates.	
Tuberculin Testing and Services	
Unlisted clinical, Non-Vaccine, fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
TB Chest X-ray	
Unlisted clinical, Non-Vaccine, fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Unlisted clinical, Non-Vaccine, fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Medications	
Medications, non-vaccine and not otherwise listed in this schedule, dispensed by the Department of Public Health will be provided at the cost paid plus 10% (to cover ordering, processing and administrative costs) rounded to the nearest nickel.	
Clinician Consultation	
Unlisted clinical, Non-Vaccine, fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Carseat Safety Services	
Child Pasenger Safety Violator Program Fee	\$ 75.00
Vital Records Services	
Birth Certificate	\$ 32.00
Birth Certificate - Government	\$ 22.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Burial Permit	\$ 12.00
Burial Permit - Government	\$ 12.00
Death Certificate	\$ 24.00
Death Certificate - Government	\$ 24.00
Fetal Death Certificate	\$ 21.00
Fetal Death Certificate - Government	\$ 21.00
Medical Marijuana ID Card - MediCaid	\$ 50.00
Medical Marijuana ID Card - Non MediCaid	\$ 100.00
Medical Marijuana ID Card -CMSP	No cost
Medical Records Services	
Clerical Fee	\$ 15.00
Laboratory Services	
Fees will be set in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Water Analysis	
Colilert Presence/Absence	\$ 20.00
ENVIRONMENTAL HEALTH DIVISION	
Water Program Activities	
Annual Operating Fee:	
Community System, 15 - 24 Connections	\$ 1,410.00
Community System, 25 - 199 Connections	\$ 2,267.00
Non-Transient Non-Community System	\$ 2,093.00
Transient Non-Community System	\$ 1,143.00
State Small System	\$ 466.00
Cal Code System	\$ 1,143.00
New Permit:	
Community System	\$ 2,093.00
Transient Non-Community System	\$ 2,093.00
Non-Transient Non-Community System	\$ 2,093.00
Enforcement Actions (per hour)	\$ 141.00
Request for Variance, Exemption or Waiver (per hour)	\$ 141.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Water Sampling Collection (each)	\$ 75.00
Food Safety Program Activities	
Annual Permits:	
Bar/Alcohol Sales Only (Dependent on ABC licensing codes)	\$ 416.00
Mobile Food Vending Operation (0-1 Sink)	\$ 199.00
Mobile Food Vending Operation (2+ sinks)	\$ 371.00
Hotel Breakfast	\$ 227.00
Food Vending Machines (Per Location)	\$ 224.00
Produce Stands (Mobile or Swap Meet)	\$ 218.00
Produce Stands (Permanent)	\$ 417.00
Temp Food Facilities (multiple events)	\$ 401.00
Temp Food Facilities (single event:<= 5 days)	\$ 204.00
Non-Profit Operations	\$ -
Summer Food Service Program	\$ 401.00
Community Event Sponsor (For Profit) Small Events 1-5 Vendors	\$ 135.00
Community Event Sponsor (For Profit) Medium Events 6-15 Vendors	\$ 220.00
Community Event Sponsor (For Profit) Large Events 16 or More Vendors	\$ 330.00
Restaurants/bars/bakeries/caterers:	
Cottage Food A (Annual Registration Fee-No Inspection)	\$ 135.00
Cottage Food A (Complaint Investigation - Per Hour)	\$ 122.00
Cottage Food B	\$ 403.00
<\$12,000 Gross Annual Rev.	\$ 149.00
\$12,001 - \$100,000 Gross Annual Rev.	\$ 357.00
\$100,001 - \$250,000 Gross Annual Rev.	\$ 713.00
\$250,001 - \$500,000 Gross Annual Rev.	\$ 1,439.00
\$500,001 - \$750,000 Gross Annual Rev.	\$ 2,008.00
\$750,001 - \$1,000,000 Gross Annual Rev.	\$ 2,177.00
>\$1,000,000 Gross Annual Rev.	\$ 2,684.00
Retail Markets - by sq ft devoted to food storage/display	
0-500 sq ft	\$ 149.00
501-2000 sq ft	\$ 357.00
2001-5000 sq ft	\$ 654.00
5001-10,000 sq ft	\$ 1,319.00
10,001 - 15,000 sq ft	\$ 1,699.00
>15,000 sq ft	\$ 1,961.00
Miscellaneous:	
Food Handler Training/Exam (Per Person)	\$ 23.00
Food Handler Training Class (Non-reg facility)	\$ 489.00
Dance Hall Permit	\$ 135.00
Inspection on Request by nonpermitted facility	\$ 135.00
Copies, per page (over 10 pages)	\$ -
Return Check Fee	\$ 25.00
Reinspections (2nd or more)	\$ 245.00
Plan Checking (charged in all programs) (per hour)	\$ 122.00
Emergency Response Activities (per hour)	\$ 122.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Consultation/Service upon request not otherwise provided (per hour)	\$ 122.00
Lead Assessment (per hour)	\$ 122.00
Equipment Rental/Laboratory Analysis	COST
Administrative Office Hearing	\$ 245.00
Late Charges after the 1st 30 days past due	5%/month
Site Plan Review (per hour)	\$ 122.00
Waiver - Minimum Setback for Onsite Sewage Disposal (per hour)	\$ 122.00
Liquid Waste Program	
Septage Pumper Annual Registration	\$ 60.00
Solid Waste Program	
Illegal, Non-permitted SW Fac. Inspect'n,Enf.Srvc (per hour)	\$ 122.00
Permitted Solid Waste Facility <50K Tons Waste/Yr	\$ 5,562.00
Permitted Solid Waste Facility 50K-150K Tons Waste/Yr	\$ 13,016.00
Permitted Solid Waste Facility Greater than 150,000 Tons Waste/Yr	\$ 15,574.00
New Solid Waste Facility permits (per hour)	\$ 122.00
Enforcement Srvc: Notice & Order; Hearings (per hour)	\$ 122.00
Closed Solid Waste Facility - Annual fee	\$ 319.00
Active Notification Tier Permit	\$ 648.00
Registration Tier Permit (Excluding Co-Disposal)	\$ 2,160.00
Medical Waste Generator Program	
Small Quantity Gen (<200lbs/mth)w/ onsite treatment/yr	\$ 1,782.00
Large Quantity Generators (>200 lbs/month) - Annual Fee	
Acute Care Hospitals - Annual Fee	
1 to 99 beds	\$ 1,171.00
100 to 199 beds	\$ 1,693.00
200 to 250 beds	\$ 1,961.00
251 or more beds	\$ 2,733.00
Specialty Clinics (surgical,dialysis,etc)-Annual Fee	\$ 713.00
Common Storage Facilities serving:	
2 to 10 generators	\$ 179.00
11 to 49 generators	\$ 444.00
50 or more generators	\$ 891.00
Skilled Nursing Facilities Annual Fee	
1 to 99 beds	\$ 486.00
100 to 199 beds	\$ 620.00
200 or more beds	\$ 713.00
Acute Psychiatric Hospitals - Annual Fee	\$ 357.00
Intermediate Care Facilities - Annual Fee	\$ 535.00
Primary Care Facilities - Annual Fee	\$ 620.00
Clinical Laboratory Facilities - Annual Fee	\$ 357.00
Health Care Service Plan Facilities - Annual Fee	\$ 357.00
Veterinary Clinics or Hospitals - Annual Fee	\$ 357.00
Medical/Dental Offices(>200 lbs/mth)-Annual Fee	\$ 357.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Tattoo Parlors, Permanent Cosmetics, Body Piercing:	
Artist Registration (Annual)	\$ 27.00
Annual Facility Inspection Fee (Annual)	\$ 324.00
Temporary Event Booth	\$ 324.00
Plan Check/Extra Services (per hour)	\$ 122.00
Aboveground Storage Tank (AST) Program	
Per Site	\$ 76.00
Underground Storage Tank (UST) Program	
New UST Installation (\$111 ea+hr>10hrs)	\$ 977.00
UST Abandonment/Removal (\$111 ea+hr>6hrs)	\$ 733.00
UST System Upgrade (\$111-ea+hr>6hrs)	\$ 733.00
UST Monitoring Equip/Spill prevention Only Upgrade (per hour)	\$ 122.00
UST Annual Fee:	
First Tank (per tank)	\$ 729.00
Additional Tanks (per tank)	\$ 217.00
Additional Srvcs (See attached list of srvcs.) (per hour)	\$ 122.00
Hazardous Waste Generators	
RCRA Large Quantity Generators (per facility)	\$ 644.00
Other Generators (per facility)	\$ 76.00
Tiered Permit Activities (per facility)	\$ 130.00
Hazardous Materials Inventories/Business Plan	
Annual Fee:	
Comercial/Non-Farm Site:	
Small (<25 tons)	\$ 174.00
Medium (25 - 500 tons)	\$ 454.00
Large (>500 tons)	\$ 1,624.00
Farm Sites:	
Small (<25 tons)	\$ 135.00
Medium (25 - 500 tons)	\$ 340.00
Large (>500 tons)	\$ 1,306.00
Bulk Petroleum Storage facility without USTs (SIC 5171)	\$ 249.00
Retail or Wholesale Petroleum facility with permitted USTs	\$ 217.00
Surcharges (chemicals listed Table 3 19CCR 2770.5):	
Large (>25 tons maximum storage capacity)	\$ 270.00
Small (<25 tons maximum storage capacity)	\$ 135.00
Additional Services (See attached list of srvcs) per hour	\$ 122.00
Miscellaneous Haz Material Program Services:	
Contaminated Site Remediation Oversight (per hour)	\$ 122.00
Cal ARP Program Services (per facility)	\$ 647.00
Hazardous Materials Emerg. Incident Response (per hour)	\$ 122.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Housing Program	
Hotel/Motel Annual Fee:	
6 -30 units	\$ 148.00
31 - 50 units	\$ 163.00
51 - 100 units	\$ 249.00
101 - 200 units	\$ 335.00
201 - 500 units	\$ 633.00
Over 500 units	\$ 756.00
Recreational Health	
Public Pool/Spa Annual Fee	\$ 378.00
Occupational Health and Safety Program	
Equipment Rental/Laboratory Analysis at cost	cost
Consultations and Training (per hour)	\$ 122.00
Surcharges	
APSA Surcharge	\$ 26.00
State Surcharge - CUPA Oversight	\$ 84.00
CAL-ARP State Surcharge	\$ 270.00
CA State UST Surcharge	\$ 20.00

LIBRARY	
Overdue Fines (per day)	\$ 0.25
Maximum Overdue Book Charge	70% of cost
Maximum Overdue Periodical Charge	70% of cost
Maximum Overdue Audio/ DVD/CD charge	70% of cost
Returned Check Service Charge	\$ 20.00
Damaged Items	
Audio Books/DVD/CD per tape or disk	\$ 6.00
Audio Books/DVD/CD cases	\$ -
Barcode Replacement	\$ 1.00
Media Artwork Replacement Processing Fee	\$ 10.00
Lost/Replaced Items	
Lost/Replaced Items Processing Fee	\$ 10.00
Lost/Replaced Library Card (per card)	\$ 2.00
Interlibrary Loan Requests	
Book (Not in System)	\$ 15.00
Periodical Article (Not in System)	Cost to Library
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Copies from Microfilm Reader Printers (per page)	\$ 1.00
Flash Drive (per drive)	\$ 5.00
Obituary Search	\$ 15.00
Test Monitoring	\$ 20.00
Meeting Room - 4 hours	\$ 60.00
5 Hours Or More - Per Hour Charge	\$ 15.00
Local History Room	
Research Assistance - 1 Hour	\$ 15.00
Per Image	\$ 10.00
PUBLIC GUARDIAN	
Reimb. for Conservatorship Routine Service Expenses (Balance of cash in estate after monthly expenses paid). Fee is shown as a per month amount.	
0-\$200	\$ -
\$201-\$700	\$ 22.00
\$701-\$1,000	\$ 29.00
\$1,001-\$1,500	\$ 37.00
\$1,501-\$2,000	\$ 51.00
\$2,001-\$3,000	\$ 58.00
\$3,001-\$4,000	\$ 73.00
\$4,001-\$5,000	\$ 88.00
\$5,001-\$7,500	\$ 110.00
\$7,501-\$10,000	\$ 131.00
\$10,001-\$20,000	\$ 190.00
\$20,001-\$50,000	\$ 234.00
\$50,001 and over	\$ 438.00
Storage Fee not taken if account balance is under \$200.00. Fee amounts are shown as a per month amount.	
4'X4'	\$ 12.00
5'X5'	\$ 28.00
5'X10'	\$ 53.00
10'X15'	\$ 80.00
10'X20'	\$ 95.00
10'X25'	\$ 110.00
	total
Reimb. for Conservatorship Non-Routine Service Expenses. Fee is a per hour rate.	\$ 85.00
Reimbursement for Rep-Payee Services. Fee is shown as a per month rate	\$ 44.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
PUBLIC WORKS	
Record of Survey	\$ 630.00
Encroachment Permits	Actual Cost
Transportation Permits	
Annual	\$ 90.00
Single	\$ 16.00
Corner Record Fee	\$ 91.00
Subdivision Improvement Plan Check/Inspection Fee	
Cost of Improvements	
\$0 - \$5,000	5% of Cost
\$5,001 - \$25,000	\$250 +4% of cost over \$5,000
\$25,001 - \$100,000	\$1,050 +3.5% of cost over \$5,000
\$100,001 - \$250,000	\$4,375 +3% of cost over \$100,000
\$250,001 and over	\$8,875 +2% of cost over \$250,000
Certificate of Correction	\$ 110.00
Amending Map	\$ 130.00
Other Fees (Collected by Planning Department)	
Prelim. Tentative Tract (PTT)	\$ 240.00
Tentative Tract Map (TT)	\$ 175.00
Tentative Parcel Map	\$ 175.00
Final Parcel Map (Single Sheet Map)	\$ 990.00
Final Parcel Map (Per Additional Sheet)	\$ 195.00
Tract Map	\$ 1,145.00
Parcel Map Waiver	\$ 275.00
Parcel Map in lieu of Tentative Parcel Map	\$ 790.00
TPM/LPM-Resubmittal	\$ 250.00
TT-Resubmittal	\$ 285.00
TT-ZOB Formation	\$ 1,738.00
Conditional Use Permit	\$ 110.00
Lot Line Adjustment	\$ 275.00
Lot Line Adjustment-Resubmittal	\$ 210.00
Site Plan Reviews	\$ 120.00
Site Plan Review-Mobile Home (MHR)	\$ 138.00
Certificate of Compliance	\$ 75.00
Road Openings	\$ 700.00
Road Closings/Abandonment	\$ 950.00
Easement Abandonment	\$ 950.00
Flood Zone Permit or Variance	\$ 85.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Planned Unit Development	\$ 360.00
Variance	\$ 55.00
Change in Nonconforming Use (CNCU)	\$ 55.00
Change of Zone District Boundary	\$ 55.00
LAFCO Annexation or Reorganization	\$ 700.00
Voluntary Parcel Merger	\$ 190.00
Time Extension for a Subdivision	\$ 290.00
Parks Program	
Play Field (Soccer, Softball, Sand Volleyball) Resv.(per day in advance)	\$ 30.00
Horseshoe Pits	\$ 15.00
Gate Fees	
Bicycle/Walk-In/Senior Citizen Driver	\$ 2.00
Motor Vehicle	\$ 6.00
Commercial or School Bus or Recreation Vehicle	\$ 20.00
Motorcycle/Moped/Scooter	\$ 4.00
Season Pass	\$ 50.00
Camping Fees (gate fees and reservation fees are charged in addition)	
Groups (per night charge only)	\$ 100.00
Picnic Reservation Fees / Area use fees	
Capacity:	
3 Table Area	\$ 25.00
6 Table Area	\$ 50.00
9 Table Area	\$ 75.00
12 Table Area	\$ 100.00
15+ Table Area(includes \$100 refundable cleaning dep.)	\$ 250.00
Firewood Sales	
Bundle	\$ 5.00
Mixed Wood (plus tax) (per cord)	\$ 125.00
Oak and/or Eucalyptus (plus tax) (per cord)	\$ 150.00
Special Use Permit - Bounce House per day	\$ 50.00
Special Access Fee - per hour (2 hr. Minimum)	\$ 35.00
Burris Park Multi-Purpose Room (BPMP) - 200 Max. Occupancy	
Base rate for room rental	\$ 350.00
Deposit requirement for all rentals	\$ 100.00
SHERIFF	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
222000-OPERATIONS	
Coroner Report Package	\$ 25.00
Body Removal & Storage (price per removal)	\$ 175.00
Public Administrator Estate Probation minimum	\$ 1,000.00
4% first \$100,000	
3% next \$100,000	
2% next \$800,000	
1% next \$9 million	
.5% next \$15 million	
223000-DETENTIONS	
Bookings:	
All agencies	\$ 131.00
Daily Jail Rate Price/day:	
Prison Costs	\$ 113.30
Alternative Sentencing:	
Adult Offender Work Program (AOWP) Price/day	\$ 12.50
Adult Offender Work Program (AOWP) Application Fee	\$ 75.00
Adult Offender Work Program (AOWP) Transfer Fee	\$ 100.00
Adult Offender Work Program (AOWP) Reschedule Fee	\$ 20.00
Weekender Program Price/wknd	\$ 90.00
Community Service Admin Fee	\$ 35.00
220000-ADMINISTRATION-RECORDS DEPARTMENT	
CUSTODIAN OF RECORDS	
Recording Duplication:	
CD	\$ 14.00
DVD	\$ 12.00
Reports:	
Crime Report - Victim's Copy	\$ 5.00
Records Background Check	\$ 6.00
Auto Repossession	\$ 15.00
Letters:	
Booking Sheet	\$ 1.00
Immigration	\$ 6.00
Police Clearance	\$ 6.00
Custodian of Records Subpoena Duces Tecum	\$ 6.00
\$24.00 per hour/\$6.00 per quarter hour/copies @ .10 per page	\$ 0.10
.20 Per page for Microfilm copies	\$ 0.20
Sheriff Towing Srvc	\$ 125.00
Fingerprinting (LiveScan or Initial black ink card)	\$ 14.00
Additional black ink card	\$ 5.00
Permits:	
Gun & Explosive Permit	
County Fee	\$ 10.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Concealed Weapons:	
Original Application	
90-Day employment CCW - State Fee	\$ 71.00
County Fee	\$ 100.00
2 Year resident CCW - State Fee	\$ 93.00
County Fee	\$ 100.00
3-Year judicial CCW State Fee	\$ 115.00
County Fee	\$ 100.00
4-Year reserve peace officer CCW -State fee	\$ 137.00
County Fee - Waived	\$ -
Amendment to the License	\$ 10.00
Renewal fees	
90-Day employment CCW - State Fee	\$ 30.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
2-Year resident CCW - State Fee	\$ 52.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
3-Year judicial CCW - State Fee	\$ 74.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
4-Yr resrv peace officer CCW State fee	\$ 96.00
County Fee and Training Course Fee	waived
Marijuana Grow Registration Fee	\$ -
220000-ADMINISTRATION-CIVIL DEPARTMENT	
Vehicle Inspection for Certification of Correction	\$ 20.00
Check Fee	\$ 12.00
Bench Warrant (CCP 491.160, 708.170)	\$ 50.00
Bench Warrant (Failure to appear on subpoena or court order)	
Receive and process Warrant (Up to \$40 is refundable)	\$ 140.00
Cancel the service of the Warrant (Up to \$40 is refundable)	\$ 140.00
Unable to locate person after due diligence	\$ 85.00
Arrest, which shall include arrest & release on promise to appear- (Up to \$40 is refundable)	\$ 140.00
Copy fee for writ, process, paper, order or notice, per page	\$ 1.00
Civil Subpoena Price/day (Deputy)	\$ 150.00
Civil Subpoena on a Peace Officer Price/day (Deputy)	\$ 275.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Citation/Petition	\$ 40.00
Claim of Defendant	\$ 40.00
Claim of Plaintiff & Order	\$ 40.00
Military Affidavit	\$ 40.00
Notary Fee	\$ 15.00
Notice to Quit 3/5/30/60/90 Day	\$ 40.00
Order of Hearing	\$ 40.00
Order to Show Cause	\$ 40.00
Prejudgment Claim to Right of Possession	\$ 40.00
Subpoena (Civil only)	\$ 40.00
Subpoena Duces Tecum	\$ 40.00
Summons and Complaint	\$ 40.00
Summons and Complaint (Unlawful Detainer)	\$ 40.00
Summons and Petition	\$ 40.00
Order to Show Cause/Temp. Restraining Order (Domestic Violence)	Waived
Order to Show Cause/Temp. Restraining Order (Harassment)	\$ 40.00
Execution - EWO (Domestic)	\$ 35.00
Execution - EWO	\$ 35.00
Execution - Bank Levy (Served by Sheriff or Process Server)	\$ 40.00
Execution - Third Party	\$ 40.00
Execution - Book Levy (W/A)	\$ 40.00
Execution - Book Levy (W/E)	\$ 40.00
Real Property Levy (Additional \$570 Deposit Required)	\$ 40.00
Personal Property Levy (Additional \$1,500 deposit required)	\$ 100.00
Automobile Levy (Additional \$2,000 deposit required)	\$ 100.00
Till Tap-Sheriff fee	\$ 100.00
Keeper - 8 hour (Additional \$240 deposit required)	\$ 240.00
Keeper - 24 hour	\$ 645.00
Sheriff fee per day for continuously maintaining levy after first day	\$ 40.00
Sheriff fee NOT found (non installation)	\$ 35.00
Sheriff fee NOT found (Keeper non installation)	\$ 60.00
Sheriff fee NOT found RETURN	\$ 35.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Safety Deposit Box-Sheriff's Fee	\$ 135.00
Bank's fee, Lock Smith, Storage, etc.	Actual
Eviction (see below)	
Notice to Vacate	\$ 85.00
Repost Notice to Vacate	\$ 40.00
Notice of Restoration	\$ 60.00
Cancellation	\$ 40.00
227700-ANIMAL CONTROL FIELD SERVICES	
Impound Fee (Altered & Licensed)	
1st impound	\$ -
2nd impound (within 90 days)	\$ 35.00
3rd impound (within one year)	\$ 50.00
Impound Fee (Unaltered & Unlicensed) 1st Impound (\$30+\$35 state fee)	\$ 65.00
2nd impound (within 90 days) (\$55+\$50 state fund)	\$ 105.00
3rd impound (within one year) (\$105+\$100 state fund)	\$ 155.00
Tranquilizer Fee	\$ 25.00
Owned Animal Pick up (+50 owner surrender fee)	\$ 30.00
Small animal trap deposit	\$ 60.00
Large animal trap deposit	\$ 200.00
Livestock (stray) service call	\$ 100.00
Dangerous Dog Fee	\$ 100.00
Vicious Dog Fee	\$ 150.00
227710-ANIMAL CONTROL SHELTER	
Kennel Licenses:	\$ 105.00
Kennel Permit	\$ 250.00
Multiple Animal Permit	\$ 50.00
Breeder Permit	\$ 500.00
Breeders Permit Application Fee	\$ 25.00
Microchip Fee	\$ 10.00
Dog Licenses	
UNALTERED Fee (1 yr-Senior)	\$ 50
Altered (1yr/2yr/3yr)	\$10/\$15/\$20
Altered-Senior (1yr/2yr/3yr)	\$10/\$15/\$20
Replacement dog license	\$ 5.00
Breeders County License	\$ 100.00
Penalty Fee	\$ 5.00
Boarding Fee (per day)	\$ 10.00

Kings County Master Fee Schedule

Fee Name / Description of Service	Fee Amount
Adoption Fee	
Puppy Adoption Fee (under 6 months)	\$ 250.00
Dogs (Inclد Spay/Neuter, Vaccinations, microchip, license)	\$ 150.00
Cats (Inclد Spay/Neuter, Vaccinations, microchip, license)	\$ 75.00
Senior Rate: Dogs (Inclد Spay/Neuter, Vaccinations, microchip, license)	\$ 75.00
Senior Rate: Cats (Inclد Spay/Neuter, Vaccinations, microchip, license)	\$ 35.00
Private Animal Cremation (Animals under 40 pounds)	\$ 50.00
Private Animal Cremation (Animals 40-60 pounds)	\$ 100.00
Private Animal Cremation (Animals 60 pounds and above)	\$ 150.00
Euthanasia (w/ note from veterinarian)	\$ 100.00
Live stock Redemption Fee	\$ 50.00
Feral Trap Rental	\$ 10.00
Home Quarantine	\$ 25.00
Owner surrender (dog or cat) Unaltered/Altered	\$ 135.00
Veterinary Costs	Actual Cost