

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

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, November 7, 2023

Time: 9:00 a.m.

Place: MULTI PURPOSE ROOM, Administration Building 1, 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:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m1cd7bcc6dc9c6a97b95daa21caf72ede>

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access.*WebEx will be available for access at 8:50 a.m.*

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<https://youtube.com/live/nC0inwVET2s?feature=share>

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I. 9:00 AM CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Orris Whitley – Mt. Olive Baptist Church - Lemoore

PLEDGE OF ALLEGIANCE



- II. COUNTY SERVICE AWARDS - Carolyn Leist**
Acknowledge employees that have completed various milestones of County Service from the Human Services Agency.
- 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 October 31, 2023.
 - B.** Approval of the minutes from the regular meeting for October 31, 2023.
- V. CONSENT CALENDAR**
- A. Behavioral Health Department:**
 - 1. Consider authorizing the exemption from normal vehicle identification for vehicle #54808.
 - B. Public Health Department:**
 - 1. a. Consider allocating a 1.0 Full Time Equivalency Business Application Specialist position into budget unit 411300;
 - b. Adopt the budget change. **(4/5 vote required)**
 - C. Public Works Department:**
 - 1. Consider approving the Notice of Completion for the Motor Pool Fuel System Upgrades project to provide notice to interested parties that the work has been completed.
 - D. Sheriff's Office:**
 - 1. a. Consider authorizing the Sheriff's Office to purchase a Communications System Analyzer for the Kings County Sheriff's Office Dispatch Center;
 - b. Adopt the budget change. **(4/5 vote required)**
 - 2. Consider authorizing the purchase of a Conex box and cement slab for storage at the Kings County Coroner's Office.
 - E. Administration:**
 - 1. Consider denying the Claim for Damages filed by the Estate of Jagtar Singh.



VI.

REGULAR AGENDA ITEMS

A. District Attorney's Office – Sarah Hacker

1. Consider authorizing the District Attorney's Office to apply for the National Victims' Rights Week Community Awareness Projects Funding Opportunity for funding assistance to be used for Victims Rights Week for the period of April 27, 2024 through May 3, 2024.
2.
 - a. Consider authorizing the District Attorney to sign and submit the California Office of Emergency Services' Elder Abuse Program grant application for the performance period of January 1, 2024 through December 31, 2024;
 - b. Approve the Operational Agreements with the California Highway Patrol, Lemoore Police Department, Kings County Sheriff's Office, Kings County Probation Department, Kings View Behavioral Health Systems, Kings Community Action Organization, Kings County Commission on Aging, Kings County Human Services Agency, Hanford Police Department, and Avenal Police Department for participation in the California Office of Emergency Services' Elder Abuse Program for the performance period of January 1, 2024 through December 31, 2024;
 - c. Authorize the District Attorney to sign the Operational Agreements with the California Highway Patrol, Lemoore Police Department, Kings County Sheriff's Office, Kings County Probation Department, Kings View Behavioral Health Systems, Kings Community Action Organization, Kings County Commission on Aging, Kings County Human Services Agency, Hanford Police Department, and Avenal Police Department for participation in the California Office of Emergency Services' Elder Abuse Program for the performance period of January 1, 2024 through December 31, 2024;
 - d. Approve the Grant Subaward Certificate of Assurance of Compliance for the California Office of Emergency Services' Elder Abuse Program.

B. Fire Department – Bill Lynch/Blake Adney

1. Consider approving the Agreement with Gary V. Bufkin Computer Consulting and Associates for a fire permit and record management software system.

C. Human Resources – Carolyn Leist

1. Consider approving the revised Chapter 6 of the Personnel Rules for the Education Reimbursement Program.

D. Human Services Agency – Wendy Osikafo/Monica Connor

1. Consider adopting a Resolution proclaiming the month of November 2023 as National Adoption Month in Kings County.

E. Public Health Department – Rose Mary Rahn/Heather Silva

Fire Department – Bill Lynch/Abraham Valencia

1. Consider approving an Agreement with Dellavalle Laboratory for water analysis services effective upon execution through June 30, 2026.



F. Public Works Department – Dominic Tyburski/Natalie Brinson/Mitchel Cabrera

1. Consider dedicating Serentiy Garden to all Kings County employees as a space for mental health awareness, reflection, and respite from daily personal or occupational stressors.
2.
 - a. Consider adopting a Resolution authorizing an inter-fund loan between the County's General Fund and the County's Fleet Fund for the purchase of a 2023 Vermeer CTX100 Skid Loader and a 2023 Vermeer BC1500 Brush Chipper through Sourcewell;
 - b. Adopt the budget change. **(4/5 vote required)**
3. Consider approving the Construction Agreement with Harris Development Corporation doing business as HBC Enterprises.

G. Administration – Kyria Martinez/Megan Vega

1.
 - a. Consider approving the Agreement with Shani Jenkins to replace Marianne Gilbert's Contract Administration and Felony Indigent Defense Contract retroactively effective from October 16, 2023 through June 30, 2024;
 - b. Approve the Agreement with Jamil Nushwat to replace Shani Jenkin's Felony Indigent Defense Contract retroactively effective from October 16, 2023 through June 30, 2024.
2.
 - a. Consider appointing a Primary Director to the California State Association of Counties Board of Directors;
 - b. Appoint an Alternate Director to the California State Association of Counties Board of Directors.

VII. 10:00 AM PUBLIC HEARING

A. Community Development Agency – Chuck Kinney/Noelle Tomlinson

1.
 - a. Conduct a public hearing to implement modifications to the California Land Conservation Williamson Act Program;
 - b. Adopt a Resolution to implement Government Code Section 51244(b) to reduce Williamson Act and Farmland Security Zone contract terms by ten percent;
 - c. Find that reducing Williamson Act and Farmland Security Zone contract terms by ten percent is exempt from review under the California Environmental Quality Act.

VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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



IX. CLOSED SESSION

- ◆ **Conference with Real Property Negotiator: (1 Case) [Govt. Code Section 54956.8]**
 - Property:** 1426 South Drive
Hanford, CA 93230
 - Agency Negotiator:** Kyria Martinez
 - Negotiation Parties:** Lacey Campus Partners, II LLP
 - Under Negotiation:** Price and Terms of Payment
- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**
 - Negotiators:** Kyria Martinez, Sarah Poots
 - 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

X. ADJOURNMENT

**The Regular Meeting for the Board of Supervisors for Tuesday, November 14, 2023 has been canceled due to Board Members participating in CSAC Annual Meeting.
 The next regularly scheduled meeting will be held on Tuesday, November 21, 2023 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.**

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

<i>FUTURE MEETINGS AND EVENTS</i>		
November 14	--	Regular Meeting Canceled due to Board Members participating in CSAC Annual Meeting
November 21	9:00 AM	Regular Meeting
November 28	9:00 AM	Regular Meeting
December 5	9:00 AM	Regular Meeting
December 12	9:00 AM	Regular Meeting
December 12	2:00 PM	Board of Equalization 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 November 7, 2023

SUBMITTED BY: Human Resources – Carolyn Leist

SUBJECT: COUNTY SERVICE AWARDS PRESENTATION

SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County Service from the Human Services Agency.

Fiscal Impact:

The Adopted Fiscal Year 2023-24 Budget includes \$17,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. At the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash, or a memento based on the years of qualifying service. At this meeting, employees from the Human Services Agency will be recognized.

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.

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

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, October 31, 2023

Time: 9:00 a.m.

Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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I. 9:00 AM CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian Church

PLEDGE OF ALLEGIANCE

MEMBERS PRESENT: JOE NEVES, DOUG VERBOON, RUSTY ROBINSON, RICHARD FAGUNDES

MEMBERS ABSENT: RICHARD VALLE



II. COUNTY SERVICE AWARDS - Carolyn Leist

Acknowledge employees that have completed various milestones of County Service from the following departments: Human Resources, Information Technology, Probation, Public Guardian, Public Works and Behavioral Health.

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.

Doug Verboon, Vice-Chairman stated that the Board held the Kings County Office Halloween Decorating contest and the winner of the perpetual milk can trophy is Community Development Agency/Public Works Department. He stated that it was a close decision with one point difference and a 2nd place winner was selected and a trophy is being prepared for them and that department is Human Resources. He thanked all the departments who participated and stated that this was the most entries they have had to judge and stated that everyone did a great job.

IV. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for October 24, 2023.

REPORT OUT: Diane Freeman, County Counsel stated that no reportable action was taken in closed session.

B. Approval of the minutes from the regular meeting for October 24, 2023.

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

V. CONSENT CALENDAR

A. County Counsel:

1. Consider appointing Ralph Alcala as Director for Division 2, Jeb Headrick as Director for Division 3, and Clinton Church as Director for Division 4, to the Board of Directors of the Lakeside Irrigation Water District.
2. Consider reappointing Ronnie Fagundes as a Trustee to the Board of the Hanford Cemetery District to serve a four-year term that will begin January 1, 2024 and terminate on January 1, 2028.

B. Fire Department:

1. a. Consider authorizing the purchase of one kitchen range;
b. Adopt the budget change. **(4/5 vote required)**

C. Public Health Department:

1. a. Consider approving an Agreement with the Department of Resources Recycling and Recovery for the Solid Waste Local Enforcement Agency grant, effective upon execution to June 30, 2024; **[AGMT 23-171]**
b. Approve the acceptance of Solid Waste Local Enforcement Agency grant funds from the Department of Resources Recycling and Recovery.
2. a. Consider approving the Agreement with eClinicalWorks effective upon execution until terminated by either party; **[AGMT 23-178]**
b. Authorize the Public Health Director, or designee, to approve upgrades and service enhancements.

D. Administration:

1. Consider denying the Claim for Damages filed by the Noma Law Firm, on behalf of Lloyd's London Underwriters.



2. a. Consider approving the Fourth Amendment with Vanir Construction Management, Incorporated for continued construction management during the construction phase of the Juvenile Center Remodel Project; **[AGMT 15-058.4]**
- b. Approve the Third Amendment to the Agreement with DLR Group, Incorporated for architectural and engineering services during the construction phase of the Juvenile Center Remodel Project; **[AGMT 15-081.3]**
- c. Adopt the budget change. **(4/5 vote required)**

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

VI.

REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes/Laura Tafolla

1. Consider approving the Agreement with Kings View for Narcotic Treatment Program and Opioid Treatment Program services retroactively effective from July 1, 2023 through June 30, 2025. **[AGMT 23-179]**

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

2. Consider approving the Agreement with Aegis Treatment Centers, Limited Liability Company for Narcotic Treatment Program and Opioid Treatment Program services retroactively effective from July 1, 2023 through June 30, 2025. **[AGMT 23-180]**

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

3. a. Consider approving Agreement Number 22-20107 with the California Department of Health Care Services for the intergovernmental transfer of funding for specialty mental health services retroactively effective from July 1, 2023 through December 30, 2026; **[AGMT 23-181]**
- b. Approve Agreement Number 23-30093 with the California Department of Health Care Services for the intergovernmental transfer of funding for the Drug Medi-Cal services retroactively effective from July 1, 2023 through December 30, 2026. **[AGMT 23-182]**

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

4. a. Consider approving the grant funding Agreement with the California Department of Health Care Services for the implementation of California Providing Access and Transforming Health services, effective upon execution through March 31, 2026; **[AGMT 23-183]**
- b. Adopt the budget change. **(4/5 vote required)**

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

B. Public Health Department – Rose Mary Rahn/Heather Silva

1. Consider adopting a Resolution proclaiming the month of November 2023 as National Prematurity Awareness Month and November 17, 2023, as World Prematurity Day. **[RESO 23-076]**

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

C. Sheriff's Office – David Robinson

1. Consider approving the grant funding Agreement with the California Department of Health Care Services for the implementation of California Providing Access and Transforming Health services, effective upon execution through March 31, 2026. **[AGMT 23-184]**

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



D. Administration – Kyria Martinez/Domingo Cruz

Public Guardian/Veterans Service Office – Scott Holwell

1. Consider adopting a Resolution in support of Operation Green Light for veterans from November 6, 2023 through November 12, 2023. [RESO 23-077]

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

E. Administration – Kyria Martinez

1. Consider approving the County’s Telework Policy.

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

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 Robinson stated that he coached the soccer game and attended the County office Halloween decorating contest as a judge.

Supervisor Fagundes stated that he attended the Housing Authority of Kings County meeting and attended the County office Halloween decorating contest as a judge.

Supervisor Neves stated that he continues to monitor the Tulare Lake flooding waters, attended the Kings County Area Public Transit Agency meeting, attended the Kings County Association of Governments meeting, announced the West Hills College game, attended the Crisis Leadership course held by the Office of Emergency Services, announced Lemoore High School football game, attended the County employee night at Fresno State football game and attended the Sons of Italy drive thru dinner fundraiser.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received correspondence from the Kings River Conservation District dated October 24, 2023 regarding a Letter of Gratitude Water Year 2022-2023. The Board received the Quarterly Portfolio Compliance Report dated October 24, 2023 from our Director of Finance. The Board received a Notice of Planning Commission Meeting and Public Workshop on the Proposed 2024-2032 General Plan Housing Element Update and Fair Housing Analysis for November 6, 2023.**
- ◆ **Upcoming Events: Kyria Martinez stated that The South Valley Battle of the Badges Blood Drive will be on Tuesday, November 7, 2023 through Thursday, November 9, 2023 from 9:00 a.m.-2:00 p.m. at the Old Sheriff’s Parking Lot here at our Government Center. Those who participated in the last blood drive on September 7, 2023 are eligible to participate in the upcoming Battle of the Badges. The 10th Annual Lemoore Veterans Day Parade is happening November 11, 2023 at 6:00 p.m. downtown Lemoore. The 11th Annual Veterans Day Festival will be on November 11, 2023 from 10:00 a.m.-4:00 p.m, at the Hanford Civic Park. The Avenal Rotary Club together with Central California Food Bank will be distributing food on November 14, 2023 from 10:00 a.m.-12:00 p.m. through the Avenal Community Center Parking Lot. The Kings County Human Services Agency is organizing the Annual Foster Children’s Christmas Toy Drive. May children do not receive a Christmas gift so if you would like to participate in donating unwrapped gifts this year, please contact Human Services Agency , at 559-852-4954, with the number of wish lists you would like to receive by November 15, 2023. Our PIO will be doing an outreach campaign as well.**



- ◆ Information on Future Agenda Items: **Kyria Martinez stated that the following items would be on a future agenda: Administration - Claim for Damages and Avenal Courthouse Purchase and Sale Agreement with the State of California; Behavioral Health has an item regarding a Vehicle Identification Exemption Request. Community Development Agency - Public Hearing on Govt Code Sect 51244(b) to Implement the Modification of CA Land Conservation WLM Act Program; District Attorney - Application to Apply for the Elder Abuse (XE) Program; Fire Department - purchase of Fire Permit Software; Public Health Department - Amendment to the Kings County Homelessness Collaborative Bylaws, Dellavalle Laboratories for Tulare Lake Water Analysis Services Agreement, and Business Application Specialist Position in the Health Department; Human Resources Department - County Service Awards Presentations and Revision of Chapter 6 of the Personnel Rules; Human Services Agency -National Adoption Month Proclamation; Public Works Department - Serenity Garden Dedication, Resolution Authorizing an Interfund Loan for Park Equipment, Motor Pool Fuel System Upgrades and Highway Safety Improvement Program Cycle 10 Systemic Flashing Beacons Project; Sheriff's Office - Communications System Analyzer Purchase and Purchase Conex Box and Concrete for Coroner's Office.**

VIII. CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case)**
 [Govt. Code Section 54956.9 (d)(2)(e)(3)]
 Receipt of Tort Claim or other written threat of litigation
 Notice of Right to Sue: **Charlie Flores**
- ◆ **Conference with Real Property Negotiator: 2 Cases) [Govt. Code Section 54956.8]**
- ◆ **Property: 1426 South Drive, Hanford, CA 93230**
 Negotiation Parties: **Kyria Martinez**
- ◆ **Property: 501 E. Kings Street, Avenal, CA 93204**
 Agency Negotiator: **Kyria Martinez**
 Negotiation Parties: **State of California**
 Under Negotiation: **Price and Terms of Payment**

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, November 7, 2023 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

FUTURE MEETINGS AND EVENTS

November 7	9:00 AM	Regular Meeting
November 14	--	Regular Meeting Canceled due to Board Members participating in CSAC Annual Meeting
November 21	9:00 AM	Regular Meeting
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December 5	9:00 AM	Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Behavioral Health Department – Lisa Lewis/ Christi Lupkes

SUBJECT: VEHICLE IDENTIFICATION EXEMPTION REQUEST

SUMMARY:

Overview:

The Kings County Behavioral Health Department (KCBH) is seeking approval for an exemption from normal identification for one vehicle, a 2023 Toyota Rav4, County Vehicle #54808, VIN #JTMWRFVXP201124.

Recommendation:

Authorize the exemption from normal vehicle identification for vehicle #54808.

Fiscal Impact:

There is no fiscal impact for this item.

BACKGROUND:

KCBH was awarded grant funding from the California Health Facilities Financing Authority (CHFFA) for development of a community based mobile crisis support team to focus on children and youth. Related agreements for this award were presented to the Board on September 20, 2022, and most recently June 27, 2023. KCBH is passing through this funding to a provider to execute the program on behalf of the County. Part of the project includes the acquisition of a vehicle, which is required to be owned by the County. During program response, the provider will respond to mobile crisis incidents within the community. To reduce stigma and identification of beneficiaries receiving these services, it is recommended that this vehicle remain unmarked to serve the community and students at schools.

Public Works has been consulted and supports this request.

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 November 7, 2023

SUBMITTED BY: Department of Public Health—Rose Mary Rahn/Heather Silva
SUBJECT: BUSINESS APPLICATION SPECIALIST POSITION IN THE HEALTH DEPARTMENT

SUMMARY:

Overview:

The California Department of Public Health has allocated funding to the Kings County Department of Public Health to enhance the public health workforce and infrastructure. The Board of Supervisors approved this agreement in September of 2022. The purpose of this item is to continue enhancing the public health workforce in Kings County by bringing on additional staff.

Recommendation:

- a. Allocate a 1.0 Full Time Equivalency Business Application Specialist position into budget unit 411300;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

A budget transfer is requested to account for the new grant funded position total of \$104,319. There is no increase or decrease to the Fiscal Year 2023-24 adopted County budget unit 411300 associated with the recommended action.

BACKGROUND:

The California Department of Public Health (CDPH) has allocated Future of Public Health funding to enhance the Kings County Department of Public Health (KCDPH) public health workforce and infrastructure. Expanding the public health workforce and infrastructure will provide strategic and operational capabilities to address new and emerging health priorities and will enhance KCDPH's ability to respond during time of crisis. CDPH requires that at least seventy (70) percent of the funds be allocated to support the hiring of permanent staff including benefits and training.

(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

BUSINESS APPLICATION SPECIALIST POSITION IN THE HEALTH DEPARTMENT

November 7, 2023

Page 2 of 2

KCDPH brought an item to the Board of Supervisors on September 13, 2022, which was approved as recommended, authorizing the Director to accept the Future of Public Health funding and submit the required work and spend plans, which were developed in consultation with Human Resources and the Board of Supervisors. KCDPH is currently requesting to add one County established position: Business Application Specialist (BAS).

The BAS will be responsible for managing multiple information systems and maintaining software required for KCDPH to operate and better serve the residents of Kings County. There are several pending projects and assignments that may be subcontracted due to the insufficient number of Full Time Equivalencies in the BAS role. If approved, the department will reduce or eliminate reliance on a subcontractor for the Accela Environmental Platform information system. Furthermore, the BAS will be tasked with developing and maintaining dashboards to improve communication with the public regarding communicable diseases. Additionally, the BAS will work on improving processes to streamline data collection, input, and output required for local, state, and federal reporting. Finally, the additional position will ensure a seamless transition in the event that the department's current BAS decides to leave, which would create a significant hardship for the department.

The mission of the KCDPH is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. The enhanced workforce and infrastructure to be supported with these funds will bolster the efforts of the Department to improve the health of Kings County residents.

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 NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

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

(B) Budget Transfer:

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Health – Communicable Disease Clinic	Special Departmental	100000	411300/400900	92063	104,319
TOTAL						104,319

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Health – Communicable Disease Clinic	Regular Employee	100000	411300/400900	91000	71,156
General	Health – Communicable Disease Clinic	Retirement	100000	411300/400900	91005	16,387
General	Health – Communicable Disease Clinic	Health Insurance	100000	411300/400900	91007	11,204
General	Health – Communicable Disease Clinic	Management – Life Insurance	100000	411300/400900	91008	29
General	Health – Communicable Disease Clinic	Unemployment Insurance	100000	411300/400900	91011	100
General	Health – Communicable Disease Clinic	Social Security - Medicare	100000	411300/400900	91012	5443
TOTAL						104,319

Explanation: Transfer of \$104,319 from Special Departmental to the Personnel Accounts to fund the new position under the previously approved Future of Public Health Grant in Budget Unit 411300.

Rose Mary Rahn

Dept. of Finance Approval _____ Department Head 990E4008E21399DDE7E1F7CE2152D177 readysign

Administration Approval *[Signature]* 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 November 7, 2023

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera

SUBJECT: MOTOR POOL FUEL SYSTEM UPGRADES

SUMMARY:

Overview:

On August 30, 2022, the Board approved an agreement with KC Partners Corp, DbA B&T Service Station Contractors to replace the Motor Pool fuel dispensers, replace under containment units, install new veeder root, install a new TSL 450 and associated hardware, etc. Pursuant to the contract with KC Partners Corp, DbA B&T Service Station Contractors, a Notice of Completion (NOC) must be filed to provide notice to interested parties that the work has been completed.

Recommendation:

Approve the Notice of Completion for the Motor Pool Fuel System Upgrades project to provide notice to interested parties that the work has been completed.

Fiscal Impact:

The impact to the Fleet Fund is \$137,239 which is shown in Budget Unit 700000, Capital Outlay.

BACKGROUND:

A total of two proposals from specialized contractors were submitted and evaluated based on their understanding of the work to be performed and contractor's past performance. Based on the criteria mentioned above, KC Partners Corp, DbA B&T Service Station Contractors was selected as the winning bidder. The project consisted of replacement and installation of new fuel dispensers and under containment units and all applicable hardware for fuel dispensers to function properly. The total for the project including any change orders was in the amount of \$137,239. The project has been completed and a notice of completion (NOC) is necessary to provide notice to interested parties of the project completion.

The Notice of Completion (NOC) has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Recording Requested by:
When Recorded Return to:
Department of Public Works
Mitchel Cabrera, P.E., Chief Engineer
Govt. Code 6103

NOTICE OF COMPLETION

YOU ARE HEREBY NOTIFIED:

1. The owner of the work of improvement: County of Kings, 1400 West Lacey Blvd., Hanford, CA 93230.
2. The undersigned is the Chairman of the Board of Supervisors of the County of Kings.
2. The work of improvement is located: Motor Pool, Kings County Government Center at 1400 W. Lacey Blvd, Hanford, CA 93230. APN: 010310054000.
2. The work of improvement is particularly described as: Replacement of fuel dispensers and under containment units, new dispenser systems, installation of new Veeder-Root TLS 450 Plus system, dispenser unit concrete pad reconstruction, etc.
3. The date of completion of the work of improvement: October 9, 2023.
5. The nature of the interest or estate of the owner is in fee.
6. The name of the original contractor for the work of Improvement: KC Partners Corp, DbA B&T Service Station Contractors, 630 S. Frontage Road, Nipomo, CA 93444.

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

I, the undersigned, say:

I am the person who signed the foregoing notice of completion. I have read the above notice of completion; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this 7th Day of November 2023.

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





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Sheriff's Office – David Robinson
SUBJECT: COMMUNICATIONS SYSTEM ANALYZER PURCHASE

SUMMARY:

Overview:

The Sheriff's Office is requesting to purchase a Communications System Analyzer for the Kings County Sheriff's Office Dispatch Center.

Recommendation:

- a. Authorize the Sheriff's Office to purchase a Communications System Analyzer for the Kings County Sheriff's Office Dispatch Center;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The cost of the Communications System Analyzer, not to exceed \$36,000, will be paid from the Sheriff Communication budget unit 220600. Appropriations from Services and Supplies will be transferred to Capital Assets to facilitate this purchase.

BACKGROUND:

The Kings County Dispatch Center currently has four Spectrum Analyzers. Two of the analyzers were purchased in 1985 and two were purchased in 1996. Both monitors purchased in 1985 have failed and are not repairable. One of the newer monitors, purchased in 1996, has recently failed and it was discovered that the random-access memory (RAM) board and the microprocessor are not repairable. The Communications System Analyzers are essential to the Dispatch Center's ability to ensure proper operation of County radio equipment. The Dispatch Center is currently working with a single monitor purchased in 1996. The Communications System Analyzer is instrumental in maintaining the Kings County communication infrastructure and ensuring reliable and clear communication.

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
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	\$36,000
TOTAL						\$36,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
General	Radio Communications	Capital Assets	100000	220600	94000	\$36,000
TOTAL						\$36,000

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

To move funds within the Radio Communications budget unit 220600 from Maint - Equip line to a capital asset line for the purchase of the Communications System Analyzer

Dept. of Finance Approval _____

Department Head  _____

Administration Approval  _____

Board Approval _____

BOS meeting date _____

Send orders to

Phone: (903) 985-8999

Fax: (903) 985-8998

email: freedom_sales@astronics.com



TEST SYSTEMS



Communication Technologies

Quotation For: Jim Phelan

Kings County Sheriff

1400 W Lacey Blvd, Building 5

Hanford, CA 93230

Phone: 559-469-4937

email: jim.phelan@co.kings.ca.us

Please Make Purchase Orders to:
Freedom Communication Technologies
2002 Synergy Drive, Suite 200
Kilgore, TX 75662

Quotation valid until:

8/23/2023

DATE: 7/24/2023

Quotation #: DJW072423

Prepared by:

Doyle Wofford

MR FIRM	SALES PERSON	SHIP DATE	SHIP VIA	FCA POINT	TERMS
HOFFMAN	Doyle Wofford	1 Week ARO	Best	Kilgore, TX	Prepayment

QUANTITY	PART #	DESCRIPTION	UNIT PRICE	AMOUNT
1	R8100	R8100 Communications System Analyzer - Includes R8-CF, R8-ESA and R8-TG	\$22,500.00	\$22,500.00
1	R8-P25	APCO P25 Phase 1	\$3,000.00	\$3,000.00
1	R8-AT_NX3K5K	AutoTune for Kenwood NX3000/5000 Radios	\$3,000.00	\$3,000.00
1	KNB78	Breakout Box and cables for Kenwood NX Series	\$1,600.00	\$1,600.00
1	R8-SC	Soft Carrying Case	\$325.00	\$325.00
1	R8-5Y	Five Year Service Plan	\$2,400.00	\$2,400.00

NOTES:

- * FCT Standard Terms and Conditions shall apply, except as provided herein.
- * Any resultant Purchase Order is subject to FCT review and acceptance.
- * Changes in quantities or elimination of items may require a revision to this quotation at FCT's sole discretion.
- * While every effort will be made to ship by the estimated delivery date, no penalty shall apply for early or late deliveries.
- * Shipping costs are best estimates only.
- * A tax exemption certificate or number will be required if tax exemption is claimed.
- * A completed end-user statement will be required prior to shipment outside the U.S. for compliance with U.S. Export Control Regulations

SUBTOTAL		\$32,825.00
ESTIMATED TAX RATE		\$0.00
ESTIMATED SALES TAX		\$75.00
ESTIMATED SHIPPING		
TOTAL		\$32,900.00

Remit to: Freedom Communication Technologies, 2002 Synergy Blvd, Kilgore, TX 75662

For questions concerning this quote, please contact:

Phone:

602-721-5889

email:

doyle.wofford@astronics.com

This document contains trade secrets and commercial or financial information which are privileged and confidential and exempt from disclosure under the Freedom of Information Act pursuant to exemptions (b)(3) and (b)(4). Furthermore, this information is prohibited from disclosure under the Trade Secrets Act, 18 U.S.C. 1905.

THANK YOU FOR YOUR INTEREST IN OUR PRODUCTS



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: PURCHASE CONEX BOX AND CONCRETE FOR CORONER'S OFFICE

SUMMARY:

Overview:

The Kings County Sheriff's Office requests to purchase a Conex box and cement slab for storage at the Kings County Coroner's Office.

Recommendation:

Authorize the purchase of a Conex box and cement slab for storage at the Kings County Coroner's Office.

Fiscal Impact:

The cost, not to exceed \$30,000, will be paid from American Rescue Plan Act funds previously approved by the Board.

BACKGROUND:

On September 20, 2023, the Board approved the funding for the Conex box from the American Rescue Plan Act (ARPA) fund. The storage is needed for the Coroner's Office to store equipment, files as well as items for the Public Administrator's Office. The Coroner/Public Administrator's Office is required to store a large number of items, and the storage must be secure. The Conex box will be placed on a concrete slab outside of the Coroner's Office.

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.

Allied Storage Containers

Ken Melkonian

kmelkonian@alliedstoragecontainers.com

QUOTATION

DATE 10/23/2023

4750 E. Commerce Ave.
Fresno, CA 93725
Phone 559-268-2501 Fax 559-268-2507

Quotation For: **PURCHASE**
Name: Barbara Blackburn
Company Name: **KINGS COUNTY CORONER'S OFFICE**
Phone: [\(559\) 852-4362](tel:5598524362)
Fax:
Address: 1470 North Dr.
City/State: Hanford, CA 93230
E-mail:
Comments or Special Instructions:

Prepared by: **Ken Melkonian**

**** CURRENT LEAD TIME 4-6 WEEKS ****

SALESPERSON	P.O. NUMBER	SHIP DATE	CONTRACT #	F.O.B. POINT	TERMS
KMJ		TBD		FRESNO	

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	8'X8'6"X40' NEW 1-TRIP STEEL CONTAINER LIGHT BEIGE COLOR; W/FACTORY LOCK BOX MARINE GRADE STYLE FLOORING	\$5,580.00		5,580.00
1	VELUX: MANUAL FRESH AIR SKYLIGHT 22.5"X46.5"; W/SECURITY BARS INSTALLED	\$1,650.00		1,650.00
1	36"X80" STEEL PERSONEL DOOR & FRAME W/THRESHOLD & DOOR HARDWARE	\$1,180.00		1,180.00
1	TILT BACK DELIVERY HANFORD/CA	\$234.00		234.00

We require a 30% non-refundable deposit before we begin on all modified units

Quote subject to change without notice based on market conditions & availability

SUBTOTAL	\$	8,644.00
TAX RATE		7.250%
SALES TAX	\$	626.69
OTHER		
INITIAL TOTAL	\$	9,270.69

X _____
Signature Date _____

THANK YOU FOR YOUR BUSINESS!



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots

SUBJECT: CLAIM FOR DAMAGES FILED BY THE ESTATE OF JAGTAR SINGH

SUMMARY:

Overview:

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

Recommendation:

Deny the Claim for Damages filed by the Estate of Jagtar Singh.

Fiscal Impact:

None.

BACKGROUND:

On July 25, 2022, a Claim for Damages was filed by the Estate of Jagtar Singh alleging a wrongful death caused by dangerous road design and lack of proper signage. After investigation of the claim, it was determined that there is no liability against the County of Kings. Pursuant to Government Code section 912.6, staff recommend 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 November 7, 2023

SUBMITTED BY: District Attorney's Office – Sarah M. Hacker

SUBJECT: APPROVAL TO APPLY FOR THE 2024 NATIONAL VICTIMS' RIGHTS WEEK
COMMUNITY AWARENESS PROJECTS FUNDING OPPORTUNITY

SUMMARY:

Overview:

The District Attorney's (DA) Office relies heavily on grant funding to carry out the functions of the office. This fiscal year, the DA's Office is seeking approval to apply for the 2024 National Victims' Rights Week Community Awareness Projects Funding Opportunity (NCVRW CAP). The grant will fund the advertising, publications, and venue for the Annual Memorial Quilt Ceremony, held during Victims' Rights Week.

Recommendation:

Authorize the District Attorney's Office to apply for the National Victims' Rights Week Community Awareness Projects Funding Opportunity for funding assistance to be used for Victims Rights Week for the period of April 27, 2024 through May 3, 2024.

Fiscal Impact:

There is no impact to the County's General Fund. The amount requested is \$5,000, and if approved the amount will be reflected in the Fiscal Year 2024-2025 proposed budget.

BACKGROUND:

Annually the DA's Office holds a Memorial Quilt Ceremony during National Victims' Rights Week. This funding would contribute to that ceremony and assist in the publication and advertising. Over the past 15 years, the NCVRW Community Awareness Project's program has supported more than 1,000 community projects to raise public awareness about victims' rights and services, such as Victim's Memorial Quilt events, candlelight vigils, and public awareness campaigns.

(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

APPROVAL TO APPLY FOR THE 2024 NATIONAL VICTIMS' RIGHTS WEEK COMMUNITY AWARENESS PROJECTS FUNDING OPPORTUNITY

November 7, 2023

Page 2 of 2

Within many of these communities, “traditional” NCVRW events were enhanced by the collaborative partnerships that were formed during the planning phase of each project. This funding would be used to increase public awareness of the Annual Memorial Quilt as well as to extend the event to include a candlelight vigil.

Sample form, not for offline completion.

Visit <https://navaa.awardsplatform.com> to enter.

2024 NCVRW CAP Grant

NCVRW CAP's intent is to promote National Crime Victims' Rights Week and to enhance the general public's awareness of the rights and services for victims of all types of crimes. The application should describe a project that will impact the general community at large, rather than a narrow or select audience.

INSTRUCTIONS:

1. Enter the name of the applicant as the Entrant. The "Entrant," is the agency/organization applying for the funding.
2. 2024 NCVRW-CAP should be pre-selected from the drop down, if not please select.
3. Enter the title of the proposed project as the "Entry Title."

Entry name

Section 1: Organizational Information

Enter Name of Applicant Agency

Street Address

City

State/US Territory

Alabama
Alaska
American Samoa
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
District of Columbia (DC)
...

Contact Salutation:

Ms.
Mr.
Mrs.
Officer
Dr.
Rev.
Prof.
Hon.

First Name of Primary Contact:

Last Name of Primary Contact:

Phone Number:

Fax Number: (optional)

Total Amount Requested:

Agency Website:

Type of Organization (select only one):

- Non-Profit
- Faith-based Organization
- Community Coalition/Grassroots Organization
- Public/Governmental Agency
- Tribal Organization
- Other

Enter applicant's EIN/Tax ID #

Enter applicant's UEI #

Is the agency/organization suspended or barred from receiving federal funding?

- Yes
- No

Does the agency require internal confidentiality agreements or statements from employees or contractors that prohibit or otherwise restrict employees or contractors from reporting waste, fraud or abuse?

- Yes
- No

Has the lead agency or any of the major project partners received previous NCVRW CAP funding?

- Yes
- No

Briefly describe the applicants' experience providing/advocating crime victims' rights and services.

250 words

Concisely describe how funds will be used to promote or enhance **the general public's awareness** of rights and services for victims of all types of crimes in conjunction with **National Crime Victims' Rights Week**. For each activity, words specifically identify;

650

- 1) the targeted audience(s);
- 2) geographic area(s);
- 3) the **specific date(s)** when each activity will be implemented; and
- 4) the estimated attendance at each in-person event.

Please describe the positive impact this project/program will have on underserved/marginalized communities. 250 words

Upload the Federal Funds Budget Form: The budget form is available on the CAP page of the NAVAA website. Please upload the form once the form has been completed. The form should only include items to be federally funded. Itemize every allowable budget item for the activities described in Section 2. Be as detailed as possible, including quantities and unit cost of items as appropriate.



Use this space for explanations or calculations of federally-funded budget items.

Describe how the project will use the NCVRW theme, logo and colors. 250 words

List major project co-sponsors/collaborative organizations and each one's contribution *to this specific project* (do not discuss overall or general support to the agency or community victim services.) 250 words

Victim/Survivor Involvement- Describe the involvement of victim/survivors in the project's planning and implementation, including specific population(s) for which activities are targeted. 250 words

What is your organization's contingency plan should all in-person or public events be cancelled due to pandemic restrictions? 200 words

Section 5: Certification

The organization's authorized representative must indicate official intent to apply for and if approved, accept the National Crime Victims' Rights Week Community Awareness Project subgrant award.

Printed Name of Authorized Representative

Title

Date

Electronic Signature

- In accordance with federal law by entering the printed name, title and date and by marking this box with an "X," the Authorized Representative certifies this document to be true, accurate and complete to the same degree as a handwritten signature.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: District Attorney's Office – Sarah M. Hacker

SUBJECT: APPLICATION TO APPLY FOR THE ELDER ABUSE PROGRAM

SUMMARY:

Overview:

The District Attorney's (DA) Office relies heavily on grant funding to carry out the functions of the office. This fiscal year, the District Attorney's Office is seeking approval to enter into a subaward agreement for the Elder Abuse Program with California Governor's Office of Emergency Services (CalOES). The grant will primarily fund the salaries and benefits of an advocate in the DA's Office.

Recommendation:

- a. Authorize the District Attorney to sign and submit the California Office of Emergency Services' Elder Abuse Program grant application for the performance period of January 1, 2024 though December 31, 2024;
- b. Approve the Operational Agreements with the California Highway Patrol, Lemoore Police Department, Kings County Sheriff's Office, Kings County Probation Department, Kings View Behavioral Health Systems, Kings Community Action Organization, Kings County Commission on Aging, Kings County Human Services Agency, Hanford Police Department, and Avenal Police Department for participation in the California Office of Emergency Services' Elder Abuse Program for the performance period of January 1, 2024 though December 31, 2024;
- c. Authorize the District Attorney to sign the Operational Agreements with the California Highway Patrol, Lemoore Police Department, Kings County Sheriff's Office, Kings County Probation Department, Kings View Behavioral Health Systems, Kings Community Action Organization, Kings County Commission on Aging, Kings County Human Services Agency, Hanford Police Department, and Avenal Police Department for participation in the California Office of Emergency Services' Elder Abuse Program for the performance

(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

APPLICATION TO APPLY FOR THE ELDER ABUSE PROGRAM

November 7, 2023

Page 2 of 2

period of January 1, 2024 though December 31, 2024;

- d. Approve the Grant Subaward Certificate of Assurance of Compliance for the California Office of Emergency Services' Elder Abuse Program.**

Fiscal Impact:

There is no impact to the County's General Fund. The requested amount is \$100,410 and if approved the amount will be reflected in the Fiscal Year (FY) 2024-2025 proposed budget. The grant requires a cash and/or in-kind match equal to 20 percent of the total project cost. Applicants may request a partial or full match waiver. The DA's Office is submitting a full match waiver with the application.

BACKGROUND:

The Elder Abuse program is a new grant program to the County, and this will be the first request for proposal. This program will establish a specialized elder abuse advocate in Kings County. No additional FTE position would be required. This position would be covered by a current advocate within the office.

The advocate would provide court updates, explain their Marsy's Law rights, and assist with compensation applications through the State's California Victim Compensation Board specifically to victims over the age of 65. One specialized advocate within the DA's Office handles the case from beginning to end.

This grant program will be administered through several operational agreements. The operational agreements are between the local law enforcement agencies, Kings Community Action Organization, Health and Human Services Adult Protective Services, and the Kings County Commission on Aging. The agreements are required by the granting agency and provide overall services to the victims that each agency can provide.

The operational agreements have been reviewed and approved by County Counsel as to form.

THE DOCUMENT IS ON FILE WITH THE CLERK OF THE BOARD AND CAN BE LOCATED ON OUR WEBSITE AT:

<https://www.countyofkings.com/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Fire Department – William Lynch/Blake Adney

SUBJECT: PURCHASE OF FIRE PERMIT SOFTWARE

SUMMARY:

Overview:

The Fire Prevention Division seeks to purchase an electronic tracking and database fire permit software program from Bufkin Computer Consulting. This program will develop a records management system that will be utilized by the Fire Prevention Division to catalog and maintain permits and fee billing.

Recommendation:

Approve the agreement with Gary V. Bufkin Computer Consulting and Associates for a fire permit and record management software system.

Fiscal Impact:

The cost of the project is not to exceed \$50,000 and shall be expensed from the Fire Fund; Budget Unit 241000.

BACKGROUND:

This requested fire permit software program is identical to the existing system that is currently utilized by the Community Development Agency. The Fire Prevention Division sought to acquire an electronic method to assign and store permit information. After speaking with the Community Development Agency, they informed the Fire Prevention Division that they were extremely pleased with the software in both ease of use and capability. Its development is specialized in nature and allows for cross-department inquiries into permit and project status. At the cost of approximately \$50,000, it is significantly lower than many other types of programs that are currently available. The vendor and developer are located in Fresno, California, and are readily available for support and training purposes. Therefore, the County Purchasing Manager has approved the sole source purchase of the fire permit software from Gary V. Bufkin Computer Consulting and Associates. This agreement has been reviewed and approved by County Counsel as to form.

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.

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on ____, 2023, by and between the County of Kings, a political subdivision of the State of California (“County”) and Gary V. Bufkin, a California resident doing business as Gary V. Bufkin Computer Consulting and Associates (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires technology services to assist with fire permit processing and related tasks; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit A** as compensation in-full for work under this Agreement. Contractor shall not be entitled to nor receive additional compensation from the County unless this Agreement is amended in writing by both Parties. Contractor shall bill the County for each phase only upon completion of that phase. Upon submission of an invoice by Contractor, and upon approval

of the County's representative, the County shall pay Contractor the undisputed amount due and owing thirty (30) days in arrears, with any disputed amount to be paid as soon as the dispute is resolved. 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.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

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

7. TERMINATION

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

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

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

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

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

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

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

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

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

8. INSURANCE

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

Agreement.

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

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

D. Insurance Limits. Contractor shall obtain the Insurance Policies in the amounts set forth below:

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

2. Comprehensive Automobile Liability covering bodily injury of not less than Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

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

E. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A-:VII or higher.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause the CGL and Automobile Insurance Policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on any Insurance Policies. Cancellation provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Contractor to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise from the negligence or willful misconduct of Contractor, excepting claims arising from the County's own gross negligence or willful misconduct.

This indemnification specifically includes, without limitation, any claims that may be against the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

**County
Fire Chief
280 Campus Drive
Hanford, CA 93230**

**Contractor
Gary V. Bufkin
1374 Linden Avenue
Fresno, CA 93728**

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

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

25. ELECTRONIC SIGNATURES; COUNTERPARTS

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

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

26. AUTHORITY

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

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

GARY V. BUFKIN

By: _____
Richard Valle, Chairman
Kings County Board of Supervisors

By: Gary V. Bufkin

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: S. Poots 10/03/2023
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

Diane Freeman

Exhibits/Attachments:
Exhibit A: Scope of Work

Exhibit A Scope of Work

Purpose: The County requires development of software packages for its Fire Department to facilitate permitting, plan check, and abatement tasks. The County's goals are to improve customer service, to improve record keeping functionality, to streamline and to speed up processes, and to integrate with the Building Division's permit software programs.

Tasks: In furtherance of the above purposes, Contractor will perform the following tasks to the County's reasonable satisfaction:

- (1) Conduct onsite user interviews to determine customer needs.
- (2) Analyze, design, and develop software modules. Each module shall be designed in such manner as to stand alone while also integrating with Contractor's other modules developed for the County. Unless Contractor and the Fire Chief or designee agree otherwise in a formal or informal writing, the modules will operate off the County's website.
- (3) Test, debug onsite, install software, and train users.

Deliverables: Contractor shall do the following in a manner generally consistent with Contractor's written proposal dated August 18, 2023, and to the County's reasonable satisfaction:

Phase I: Contractor shall develop database modules to perform the following functions:

- (1) Fire permit processing and tracking, including fee tracking.
- (2) Plan check processing and tracking.
- (3) Weed abatement processing and tracking.

Phase II: Develop a web customer portal for customers to submit applications, fees, and related documents, and to schedule inspections and to track permit status.

As part of both phases, Contractor shall test, debug onsite, install, and train users, as set forth in the Tasks section above.

Schedule: Unless otherwise agreed in writing by the Fire Chief or designee, and subject to delays beyond Contractor's reasonable control, Contractor shall complete Phase I no later than March 31, 2024, and Phase II no later than October 30, 2024.

Fees: The total compensation payable to Contractor under this Agreement shall not exceed \$50,000, including \$25,000 for each phase. During the one-year period following implementation, Contractor shall provide support services reasonably necessary to make systems usable to the County as promised, at no additional cost. After such one-year period, support services shall be provided at a rate of \$125 per hour pursuant to a separate agreement or purchase order. Enhancements and modifications shall also be billed at \$125 per hour by separate agreement or purchase order. The foregoing rates are subject to annual adjustment according to the increase over the prior twelve (12) months in the Consumer Price Index for all Urban Consumers, U.S. Cities Average.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Human Resources – Carolyn Leist

SUBJECT: REVISION OF CHAPTER 6 OF THE PERSONNEL RULES

SUMMARY:

Overview:

Chapter 6 of the Personnel Rules, Career Development, was established in 1988 and was updated in 2008 and 2015. The updates presented are proposed to increase the reimbursement amounts for employees attending an accredited bachelor’s degree program or higher education, to include the reimbursement of the costs to take the California Bar Examination, to modify the eligibility to include individuals on their initial probationary period, and other clean up language was added to make the process clearer.

Recommendation:

Approve the revised Chapter 6 of the Personnel Rules for the Education Reimbursement Program.

Fiscal Impact:

Funding for the Education Reimbursement Program is approved each fiscal year by the Board as part of the budget process. Allocated funding for this program was included in the County’s budget using the County’s American Rescue Plan Act allocations. \$50,000 will be allocated for this year and the following two fiscal years (totaling \$150,000) using the County’s American Rescue Plan Act allocation.

BACKGROUND:

The Education Reimbursement Program has been in place since 1988. The amount made available is allocated in the Human Resources Department budget and is determined during each year’s budget approval process. The policy currently includes various levels of reimbursement for community college work, work associated with attaining a bachelor’s degree or master’s degree, certain Peace Officer Standards Training (POST) Academy expenses, and reimbursements for Fire Officer and Chief Officer training certificate courses.

(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

REVISION OF CHAPTER 6 OF THE PERSONNEL RULES

November 7, 2023

Page 2 of 2

This update includes increasing the reimbursable amount for individuals pursuing a bachelor's degree or higher education from \$1,000 to \$1,500 per fiscal year, reimbursing the cost of those who have passed the California Bar examination, and permitting the reimbursements to those who are still on their initial probationary period so long as they are in good standing. Additionally, other clarifying language was added to clarify eligibility requirements and to ensure more efficient processing of reimbursement claims.

Attached is the drafted and final version of Chapter 6 of the Personnel Rules. All bargaining groups were provided with the revised copy.



COUNTY OF KINGS
California
PERSONNEL RULES

Chapter 6
Career Development

Effective Date: 12/20/1988
Last Revision Date: 11/24/2015;
11/07/2023

CHAPTER 6
CAREER DEVELOPMENT

The Director and department heads where appropriate, are responsible for developing and administering training programs. Objectives include training for all levels of personnel within the organizational structure, with emphasis on upgrading management, supervisory and employee skills.

Programs include the development of courses which permit or require employee participation, the identification and/or development of career ladders and personnel exchanges between departments and agencies.

6010 Training Program Structures

6011 Educational Reimbursement Program

6011.1 Purpose

It is the intent of the Kings County Board of Supervisors to encourage and support education programs which provide permanent employees the opportunity for personal career development and advancement which directly benefits the County service by increasing the technical and managerial competency of its regular staff.

6011.2 Program Benefits

The County offers limited education reimbursement to eligible employees of the County of Kings for costs directly related to the employee's present position or for a promotion within the employee's present class series, or another position within the County. Reimbursements are made after satisfactory course completion.

The maximum reimbursement per fiscal year shall be \$500 for units completed at any accredited community college, or \$1,500 for units completed at any accredited four-year college toward a bachelor's, master's, or other higher degree. The \$1,500 reimbursement may apply toward units at a community college only when the employee can demonstrate at least 60 semester units have already been earned and the current course of study is toward completion of a bachelor's degree. Reimbursement for the cost of the California State Bar exam is available if proof is provided of passing the California Bar exam. If an employee attends the Peace Officer Standards Training (POST) Academy training at their own expense, the \$1,000 limit will apply for the units earned. Reimbursement does not apply to degree programs below current education levels.

Fire employees who attend Fire Officer training (for Fire Officer and Chief Officer classes) from institutions other than accredited community or four-year colleges, may be reimbursed for courses in the amount of \$500 per fiscal year from any certified Office of the State Fire Marshal (OSFM) or National Wildfire Coordinating Group (NWCG) course.

Fire employees who attend courses at other than accredited community colleges or four-year colleges must obtain written approval from the Fire Chief prior to enrolling in courses/classes.

Time spent on approved educational courses shall be outside of scheduled working hours and not considered as time worked for the County.

6011.3 Eligibility

A. Employee Eligibility

To qualify for educational reimbursement, the employee must be in an allocated position with the County (not extra help). Employees who work less than full-time but at least half-time (1040 hours) per fiscal year, are eligible for reimbursement in proportion of time worked to full-time employment (2080 hours) at the pro-rated amount. Employees who work 1039 hours or less per fiscal year are not eligible for the program. Employees with less than standard performance evaluations are not eligible for program participation.

An employee must disclose all tuition or financial assistance (other than student loans), payments, or reimbursement from other sources. An employee shall receive the difference between the reimbursable cost and the amount received from other sources. Any employee found to have intentionally provided false information or received monies for expenses that were not paid for by employee (*e.g.*, Pell Grant, scholarship, etc.), will be required to reimburse the County and may be disqualified from future use of education reimbursement funding.

B. Course Eligibility

Reimbursement under the program is restricted to courses of study directly related to the employee's present position or for a promotion within the employee's present class series or another position within the County. Required courses for high school diploma, or courses leading to an undergraduate or graduate degree qualify for reimbursement provided that the employee's major course of study is directly related to his or her present position, or leads to a promotion within the employee's current class series, or another position within the County. A minimum grade of "C" in an undergraduate course and a minimum grade of "B" in graduate course work or evidence of satisfactory course completion for non-graded courses is required in order to receive tuition reimbursement for expenses incurred and submitted for reimbursement.

C. Accreditation

Coursework must be completed at an accredited institution whether attended in-person or through an on-line program. Human Resources shall determine whether an institution or on-line program is accredited. One source for validating accreditation is the U.S. Department of Education, Office of Post Secondary Education.

6011.4 Reimbursement Expenditures

The following employee expenditures for educational costs are reimbursable within the limits as provided in this policy:

- a. Registration fees
- b. Resident tuition
- c. Lab/Health fees
- d. Books
- e. Supplies – To claim supplies under the tuition assistance program, employee must provide a syllabus which indicates supplies required. (NOTE: Not eligible are normal education supplies such as paper, pens, pencils, binders, etc.).
- f. Parking fees

In the case that nonresident tuition is charged, the maximum resident tuition eligible for reimbursement shall not exceed that which is normally charged as the California resident tuition. Late registration fees are not reimbursable from the County. Expenses for travel, room accommodations, meals, or other expenses will not be paid by the County.

Education reimbursement for expenses paid by a student loan may be authorized when documentation can be provided itemizing the actual costs incurred for a current course of study that meets program eligibility requirements.

6011.5 Budgetary Limitations

The County's participation in the Educational Reimbursement Program is subject to annual appropriation by the Board of Supervisors. Budgetary appropriations for the program shall be reflected annually.

6011.6 Filing Procedure

- A. The employee shall file a completed Education Reimbursement Program application and all supporting documents (outlined in subsection B below) with the County Human Resources Department. All documents must be presented together and submitted no later than four weeks after course completion. Extenuating circumstances preventing the meeting of this deadline must be presented to the Human Resources Director or their designee.
- B. The employee must include with the application a copy of the course catalogue description and/or course syllabus or other documentation if books, supplies or other fees are being claimed to Human Resources.

Human Resources shall review the application, the employee's job performance rating, and determine whether the course conforms with the policy and approve or deny the request. Human Resources shall notify the employee and department head of the findings via email. Reimbursement for claimed expenses are not made until the course is completed, all receipts and/or other proper verification documents are submitted, and a final grade or certificate of completion is provided to Human Resources.

- C. Employee shall bring or send in receipts for allowable expenditures related to the course. The employee is responsible for keeping copies for their records.

- D. Human Resources shall record the information.
- E. Upon course completion, the employee shall forward or bring in the official transcripts issued by the college, university, or other pre-approved course provider indicating that the course has been completed and the grade achieved for the course being claimed. If the grade is only provided on-line, the employee must come into the Human Resource's Office so employee can login with staff present to verify the grade.
- F. Human Resources shall record the grade or completion certificate and prepare a written authorization for allowable expenditures, which will be sent to the County Department of Finance for reimbursement.
- G. Upon certification from the Human Resources Department, the Department of Finance shall prepare a reimbursement check for the certified allowable expenditures and return it to Human Resources. Human Resources shall notify the employee to pick up the reimbursement in the Human Resources Office.

6012 Inservice Training

Inservice training is normally conducted during regular working hours. It is oriented to develop skills in management or supervisory functions or to enhance an employee's ability to perform. Courses may be provided by the regional training center, County staff or other resources.

6013 Training Assignments

This type of training is accomplished by the temporary assignment of an employee to a different function for developmental purposes. Ordinarily, training assignments are made to develop employee skills in supervisory, managerial, technical or professional career fields. Such assignments are made with the concurrence of the employee who is expected to benefit by promotional opportunities.

6014 Personnel Exchange

The Director acts as the County Coordinator in arranging and facilitating personnel exchanges between Kings County and other governmental agencies.

CHAPTER 6 CAREER DEVELOPMENT

The Director and department heads where appropriate, are responsible for developing and administering training programs. Objectives include training for all levels of personnel within the organizational structure, with emphasis on upgrading management, supervisory and employee skills.

Programs include the development of courses which permit or require employee participation, the identification and/or development of career ladders and personnel exchanges between departments and agencies.

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Fire employees who attend courses at other than accredited community colleges or four-year colleges must obtain written approval from the Fire Chief prior to enrolling in courses/classes.

Time spent on approved educational courses shall be outside of scheduled working hours and not considered as time worked for the County.

6011.3 Eligibility

D. Employee Eligibility

~~All full-time County government employees are eligible for the program upon the attainment of permanent status. To qualify for educational reimbursement, the employee must be in an allocated position with the County (not extra help). Permanent status must be attained prior to the end of course completion.~~

Employees who work less than full-time but at least half-time (1040 hours) per fiscal year, are eligible for reimbursement in proportion of time worked to full-time employment (2080 hours) at the pro-rated amount. Employees who work 1039 hours or less per fiscal year are not eligible for the program. Employees with less than standard performance evaluations are not eligible for program participation.

An employee must disclose all tuition or financial assistance (other than student loans), payments, or reimbursement from other sources. An employee shall receive the difference between the reimbursable cost and the amount received from other sources. Any employee found to have intentionally provided false information or received monies for expenses that were not paid for by employee (*i.e.e.g.*, Pell Grant, scholarship, etc.), will be required to reimburse the County and may be disqualified from future use of education reimbursement funding.

E. Course Eligibility

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Coursework must be completed at an accredited institution whether attended in-person or through an on-line program. Human Resources shall determine whether an institution or on-line program is accredited. One source for validating accreditation is the U.S. Department of Education, Office of Post Secondary Education.

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- d. Books
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- f. Parking fees

In the case that nonresident tuition is charged, the maximum resident tuition eligible for reimbursement shall not exceed that which is normally charged as the California resident tuition. Late registration fees are not reimbursable from the County. Expenses for travel, room accommodations, meals, or other expenses will not be paid by the County.

Education reimbursement for expenses paid by a student loan may be authorized when documentation can be provided itemizing the actual costs incurred for a current course of study that meets program eligibility requirements.

6011.5 Budgetary Limitations

The County's participation in the Educational Reimbursement Program is subject to annual appropriation by the Board of Supervisors. Budgetary appropriations for the program shall be reflected ~~as a line item in the Human Resources Department budget~~ annually.

6011.6 Filing Procedure

- A. The employee shall file a completed Education Reimbursement Program application and all supporting documents (outlined in subsection B below) with the County Human Resources Department. All documents must be presented together and submitted no later than four weeks after course completion. Extenuating circumstances preventing the meeting of this deadline must be presented to the Human Resources Director or their designee.
- B. The employee must include with the application a copy of the course catalogue description and/or course syllabus or other documentation if books, supplies or other fees are being claimed to Human Resources.

Human Resources shall review the application, the employee's job performance rating, and determine whether the course conforms with the policy and ~~approves~~ or deny the request. Human Resources shall notify the employee and department head of the findings via email. Reimbursement for claimed expenses ~~is~~ are not made until the course is completed, all receipts and/or other proper verification documents are submitted, and a final grade or certificate of completion is provided to Human Resources.

- C. Employee shall bring or send in receipts for allowable expenditures related to the course. The employee is responsible for keeping copies for their records.
- D. Human Resources shall record the information.
- E. Upon course completion, the employee shall forward or bring in the official transcripts issued by the college, university, or other pre-approved course provider indicating that the course has been completed and the grade achieved

for the course being claimed. If the grade is only provided on-line, the employee must come in-to the Human Resource's Office so ~~staff-employee~~ can login with ~~the-employee~~staff present to verify the grade.

- F. Human Resources shall record the grade or completion certificate and prepare a written authorization for allowable expenditures, which will be sent to the County Department of Finance for reimbursement.
- G. Upon certification from the Human Resources Department, the Department of Finance shall prepare a reimbursement check for the certified allowable expenditures and return it to Human Resources. Human Resources shall notify the employee to pick up the reimbursement in the Human Resources Office.

6012 Inservice Training

Inservice training is normally conducted during regular working hours. It is oriented to develop skills in management or supervisory functions or to enhance an employee's ability to perform. Courses may be provided by the regional training center, County staff or other resources.

6013 Training Assignments

This type of training is accomplished by the temporary assignment of an employee to a different function for developmental purposes. Ordinarily, training assignments are made to develop employee skills in supervisory, managerial, technical or professional career fields. Such assignments are made with the concurrence of the employee who is expected to benefit by promotional opportunities.

6014 Personnel Exchange

The Director acts as the County Coordinator in arranging and facilitating personnel exchanges between Kings County and other governmental agencies.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Monica Connor

SUBJECT: NATIONAL ADOPTION MONTH PROCLAMATION

SUMMARY:

Overview:

The national government annually declares the month of November as a time to promote awareness of the need for adoptive families for children in the foster care system. Currently, there are approximately 65 children and youth in foster care in Kings County that currently have a permanent plan of adoption. Adopting a resolution proclaiming November 2023 as National Adoption Month in Kings County will provide an opportunity for the Board to honor local service providers, as well as bring awareness to the enduring and valuable contribution of adoptive parents, as well as practitioners, who are involved in adoption activities throughout the year.

Recommendation:

Adopt a Resolution proclaiming the month of November 2023 as National Adoption Month in Kings County.

Fiscal Impact:

None. There will be no impact to the County General Fund with the approval of this resolution.

BACKGROUND:

The history of National Adoption Month dates back to 1976 when Massachusetts Governor Mike Dukakis announced the first Adoption Week. Governor Dukakis' idea grew in popularity and quickly spread nationwide. In 1984, President Ronald Reagan proclaimed the first National Adoption Week, and in 1995, under President Bill Clinton, the week was expanded to the entire month of November. The purpose of National Adoption Month is to increase national awareness of adoption issues, bring attention to the need for adoptive families for children and youth in the United States foster care system, and emphasize the value of youth engagement.

(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

NATIONAL ADOPTION MONTH PROCLAMATION

November 7, 2023

Page 2 of 2

Every year, more than 120,000 children are in foster care with permanent plans of adoption. During National Adoption Month, courts and communities in all 50 states collaborate to finalize thousands of adoptions of children and to honor adopting families.

On November 18, 2022, Kings County Human Services Agency (HSA) hosted their first National Adoption Day Celebration. HSA coordinated with the Kings County Superior Court to finalize 10 adoptions on that day and supported the Agency in hosting a celebration breakfast at the Court in the Jury Assembly room for the adopting families.

The second Kings County National Adoption Day Celebration will take place on November 17, 2023. Activities for the day will begin with the finalization of adoptions at the Kings County Courthouse. A gathering to celebrate and recognize those adopting families and others that have been involved in adoption-related activities throughout the year will follow the completion of the court hearings.

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 RESOLVING TO
PROCLAIM THE MONTH OF NOVEMBER
2023 AS NATIONAL ADOPTION MONTH /

RESOLUTION NO. ____

WHEREAS, the Kings County Board of Supervisors wishes to bring the importance of adoption to the attention of all citizens of Kings County;

WHEREAS, November is National Adoption Month, a collective national effort by advocates, practitioners and policymakers to raise awareness of the more than 120,000 children in foster care waiting for permanent and loving families.

WHEREAS, there are approximately 65 children and youth in foster care in Kings County that currently have a permanent plan of adoption;

WHEREAS, youth leaving foster care without being adopted or without permanent connections face on-going challenges with employment, education, and mental health, as well as have an increased risk of homelessness and human trafficking;

WHEREAS, every child in Kings County, regardless of physical, medical, or emotional challenges, age, race, or sexual orientation, needs love, support, security, and a permanent place to call home;

WHEREAS, National Adoption Month celebrates the enduring and valuable contribution of adoptive parents as well as practitioners in Kings County who are involved in adoption activities throughout the year;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED as follows:

The Kings County Board of Supervisors resolves to proclaim November 2023, as National Adoption Month.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held _____, 2023 by the following vote:

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

Richard Valle,
Chairperson of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this ____the day of November 2023.

Catherine Venturella,
Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Heather Silva
Fire Department- Chief Lynch/Abraham Valencia

SUBJECT: DELLAVALLE LABORATORIES FOR TULARE LAKE WATER ANALYSIS
SERVICES AGREEMENT

SUMMARY:

Overview:

The County of Kings Emergency Operations Center and subsequently Kings County Department of Public Health & Kings County Fire Department, are requesting an agreement with Dellavalle Laboratory, Incorporated, for sample collection and transportation, analysis, and reporting services, of the floodwater contamination by the reemerged Tulare Lake basin, to assist in protecting the public health and safety of Kings County residents.

Recommendation:

Approve an Agreement with Dellavalle Laboratory for water analysis services effective upon execution through June 30, 2026.

Fiscal Impact:

Funding not to exceed \$268,697 for the recommended action is included in Fiscal Year 2023-24 adopted County budget, in Budget Unit 110912 – March 2023 Flood.

BACKGROUND:

On April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from severe winter storms, straight-line winds, flooding, landslides, and mudslides that began on February 21, 2023. On May 31, 2023, the Kings County Public Health Officer proclaimed and declared a local health emergency due to the presence of floodwater contamination, and the imminent and proximate threat of infectious or communicable diseases and/or non-communicable biological agents due to standing or stagnant water, mold, exposure to agricultural components, and other potential threats to public health.

(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 WITH DELLAVALLE LABORATORIES FOR TULARE LAKE WATER ANALYSIS SERVICES

November 7, 2023

Page 2 of 2

The County of Kings, on behalf of the Emergency Operations Center and subsequently Kings County Department of Public Health (KCDPH), is requesting water analysis services by Dellavalle Laboratory, Inc. (DL) that includes volatile organics analysis, general mineral analysis, metals analysis, and dissolved oxygen of the reemerged Tulare Lake's contaminated floodwater.

To assist in protecting the health and safety of Kings County residents, Request for Proposal (RFP) No. 24-01 for Tulare Lake Water Analysis Services was issued on July 7, 2023, and sought proposals from qualified vendors to provide sample collection and transportation, analysis, and reporting services, of the floodwater contamination by the reemerged Tulare Lake basin. Requested services included volatile organics analysis, general mineral analysis, metals analysis, and recreational water microbiological analysis of the contaminated floodwater at Kings County locations selected by the EOC.

The RFP was sent to vendors registered with the county's purchasing department and a bidder list consisting of nine (9) vendors with experience providing the requested services. Two bids were received, one from DL, and one from Moore Twining Associates, Inc. (MT), with both proposals deemed responsive by Kings County Purchasing Manager. The proposals were evaluated by a review panel comprised of a Kings County EOC Deputy Planning Chief, the Kings County Office of Emergency Services Manager, and a KCDPH Program Manager. MT proposal was unanimously recommended for funding with their proposal including an initial budget of \$26,140 in comparison to an initial DL budget of \$71,211.

MT was notified on 7/31/2023 and received an "Intent to Award" of the agreement, pending contract negotiations. During contract negotiations, MT disclosed that they had not declared the full dollar amount of the proposal as requested in the RFP, and proposed a budget would surpass the DL budget. The RFP, section 3.2.7 PROJECT COST, requires the proposer to provide a detailed breakdown of the costs as well as an overall, total, cost for services or work to be performed utilizing EXHIBIT F. In addition, RFP Exhibit F states in § I, A. "Provide a complete budget for the services that are proposed for the term of the agreement." (pg. 27). Furthermore, it states: "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." As a result of the discovery, Kings County Purchasing Manager issued a "Rescission of Award" to MT on August 11, 2023, and informed DL that they would be awarded the agreement pending contract negotiations with KCDPH.

The service agreement with DL includes accurate and standard methodical water sample collection, transportation, analysis, and reporting. Sample collections will take place monthly at six approved sites, unless requested at a different duration by KCDPH. In addition, KCDPH negotiated the ability to itemize services to better meet evolving needs.

The term of the agreement will commence upon execution through June 30, 2026, provided adequate funding is available, and contracted services continue to meet established benchmarks as well as the needs of Kings County and the expectations of KCDPH. Services will not exceed \$268,697 over the term of the agreement.

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

THE DOCUMENT IS ON FILE WITH THE CLERK OF THE BOARD AND CAN BE LOCATED ON OUR WEBSITE AT:
<https://www.countyofkings.com/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Public Works Department – Dominic Tyburski/Natalie Brinson

SUBJECT: SERENITY GARDEN DEDICATION

SUMMARY:

Overview:

Parks and Grounds staff have created a Serenity Garden for county employees to promote nature, boost mood and wellbeing. The garden is located outside Building A at the Kings County Government Center.

Recommendation:

Dedicate Serenity Garden to all Kings County employees as a space for mental health awareness, reflection, and respite from daily personal or occupational stressors.

Fiscal Impact:

There is no impact to the General Fund. This garden was designed and installed in-house by the Parks and Grounds division. The fountain, plants, and tables were purchased from the parks division budget. All other materials were already on-hand and had no associated cost.

BACKGROUND:

There have been many studies linking the benefits of nature with improved physical and mental health. A study by the Harvard Business Review linked spending time in nature with lowered anxiety and depression; improved cognitive function, creativity, and expansive thinking; boosted Vitamin D levels; lowered risk of obesity, diabetes, and cancer; as well as boosted mood and sense of well-being.

Further, additional studies have focused on the impact of nature in the workplace. “Nature can have a positive influence on workplace culture by strengthening employees’ values and leading to greater harmony and connection. Exposure to nature doesn’t just make you feel and think better, it also makes you behave better. People who’ve just walked out of a park or other natural environment are more likely to notice when others need help – and to provide that help.”

(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

SERENITY GARDEN DEDICATION

November 7, 2023

Page 2 of 2

The study results showed that, “In short, even a small green intervention like having more plants in the office [or a dedicated natural area] could significantly boost employee happiness, and we know that happiness is a powerful predictor of an organization’s success. Corporations can significantly reduce organizational health costs by introducing more green spaces and plants into an office space as well as boost employee performance and decision making with productivity rising by as much as 15%.”

The Parks and Grounds division partnered with Behavioral Health to create a serenity garden with the intention of offering a space for all county employees to be immersed in nature during lunch or other daily breaks. This space is semi-private and meant to be enjoyed solo or shared.

The Serenity Garden features a water fountain and dining area to create a relaxed atmosphere with white noise proven to reduce stress. Additionally, all plants installed in the Serenity Garden are California natives which offer drought tolerance and minimal maintenance such as pruning and watering. Flowers planted are pollinator-friendly, drawing pollinators such as bees, butterflies, and hummingbirds that are vital to the ecosystem, particularly in an agriculturally based area where all rely on pollination to produce crops.

COUNTY OF KINGS – PUBLIC WORKS, PARKS DIVISION
SERENITY GARDEN



Before



After

Kings County Government Center



Department	Building No.
Administration	Building 1
Agriculture Center	Building 21
Ag Commissioner	Building 21
Assessor	Building 7
Auditor	Finance
Benefits	Building 8
Board of Supervisors	Building 1
Building A	See Map
Building B	See Map
Building C	See Map
Building Maintenance	Building 6
Building Maintenance Shop	Building 9
Branch Jail	Building 20
Cal Vans	Building 26
Central Plant	See Map
Central Services	Building 5
Central Warehouse	Building 9
Child & Adult Protective Services	Building 8
Clerk Recorder	Building 7
Community Development Agency	Building 6
Co-op Ext	Building 21
Coroner	Building 27
County Counsel	Building 4
Courts	See Map
District Attorney	Building 4
Elections	Finance
Employment Services	Building 8
Engineering	Building 6
Fire	Building 18
Health	Building 16 & 17
HSA 2-Story Building	Building 12
Human Services Agency	Building 8
Human Resources	Building 7
Information Technology	Building 6

Jail	Building 28
Juvenile Center	Building 19
Kings County Day Reporting Center	See Map
Law Library	Building 4
Livescan	Building 11
Mental Health	Building 25
Minor's Advocate	Building 5
Office of Education	Building 15
Parks	Building 6
Probation	Building 22
Public Guardian	Building 4
Public Works	Building 6
Purchasing	Building 6
Services	Building 5
Sheriff	Building 11
Sheriffs Operations Building	See Map
Surveyor	Building 6
Tax Collector	Finance
Treasurer	Finance
USDA	Building 21
Veteran's Services	Building 4
Victim Witness	See Map

1400 W. Lacey Blvd.
Hanford, CA 93230



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Public Works Department – Dominic Tyburski/Natalie Brinson

SUBJECT: RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR PARK EQUIPMENT

SUMMARY:

Overview:

Public Works' Parks Division requests to replace outdated and out of compliance equipment. A 2023 Vermeer CTX100 Skid Loader and a 2023 Vermeer BC1500 Brush Chipper are needed to operate effectively. The funds are available through an inter-fund loan from the Fleet Division of Public Works Department (an Internal Service Fund) to the Parks Division of Public Works (General Fund), which loan can be repaid over a period of three (3) years.

Recommendation:

- a. Adopt a Resolution authorizing an inter-fund loan between the County's General Fund and the County's Fleet Fund for the purchase of a 2023 Vermeer CTX100 Skid Loader and a 2023 Vermeer BC1500 Brush Chipper through Sourcewell;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

Funds for the cost of the new equipment will be loaned from the Kings County Fleet Fund, 925600, an Internal Services Fund (ISF), to the General Fund account, 110900, for the Parks Division of the Public Works Department. If the Board approves, the loan will be repaid from the General Fund to the ISF over three (3) years in three (3) annual payments. Interest will be applied yearly at the preceding year's annual treasury pool rate. The first of the three (3) payments will be due December 1, 2024. The total cost of the equipment is estimated to be \$172,161. This amount will be allocated to capital outlay, 700000, for the equipment purchase.

BACKGROUND:

The Parks Division has equipment that is outdated and does not currently meet San Joaquin Air Pollution Control District requirements. The purchases will allow the grounds to be maintained with better equipment and keep the County in compliance.

(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

RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR PARK EQUIPMENT

November 7, 2023

Page 2 of 2

If this loan is approved, the funding will be provided at the Kings County Treasury Pool rate under the provisions of federal law as contained in Title 2 of the Code of Federal Regulations, Section 225, under the following provisions:

1. The loan will be recorded as an account receivable in the ISF's financial records;
2. The loan will be repaid with interest from General Fund, and the interest shall be computed at the Kings County Treasury Pool rate in affect on June 30th of the preceding fiscal year;
3. The period of the loan is thirty-six (36) months and will be paid in three (3) annual installments;
4. The loan will not adversely affect the ISF's current cash requirements;
5. The ISF may demand accelerated repayment of all or any part of the loan if its cash requirements so dictate; and
6. The General Fund may repay the loan sooner without any penalties.

The Resolution has been reviewed and approved by County Counsel as to form. Included is the Proposed Schedule of Payments on Exhibit A.

Exhibit A

General Fund Loan from Fleet ISF

Draw down 1/1/2024
 Principal 172,161
 Interest Rate 4.2500%
 Term 36 months

Loan Date	date	Principal	Interest	Payment	Balance due
	1/1/2024				172,161.34
	12/1/2024	57,387.11	6,697.12	64,084.23	114,774.23
	12/1/2025	57,387.11	4,877.90	62,265.01	57,387.12
	12/1/2026	57,387.12	2,438.95	59,826.07	-
			14,013.98		

Actual interest rate will vary from year to year based on Treasury Pool earnings.

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

* * * * *

IN THE MATTER OF AUTHORIZING
INTER-FUND LOAN BETWEEN THE
COUNTY OF KINGS PARKS DIVISION
(GENERAL FUND) AND THE FLEET
FUND (INTERNAL SERVICE FUND) _____/

RESOLUTION NO. 23-_____

WHEREAS, the Public Works Department through its Fleet Fund, an Internal Service Fund (ISF) will purchase two (2) pieces of equipment on behalf of the Parks Department through an interfund loan to Parks; and

WHEREAS, the Fleet Fund has the ability to provide financing at the County of Kings Treasury pool rate under the provisions of Title 2 of the Code of Federal Regulations (CFR), section 225:

1. The loan will be recorded as an account receivable in the ISF's financial records;
2. The loan will be repaid with interest as set forth in Exhibit A, attached hereto and incorporated herein as though fully set forth, and the interest shall be computed at the Kings County Treasury Pool rate in effect for each quarter that the loan remains unpaid.;
3. The period of the loan is thirty-six (36) months (the maximum time permitted through the cost plan) beginning November 7, 2023;
4. The loan will not adversely affect the ISF's current cash requirements;
5. The ISF may demand accelerated repayment of all or any part of the loan if its cash requirements so dictate; and
6. The General Fund may repay the loan sooner without any penalties.
7. This loan will remain in full force and effect until both Parties have completed performance,
8. This loan may be modified only by a written amendment signed by the Parties and approved by the Board of Supervisors.
9. This Parties understand and agree that this loan is for the purchase of two (2) pieces equipment and does not constitute a down payment on a later purchased replacement vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Kings:

Authorizes the County's Director of Finance to establish an inter-fund loan between the County of Kings Fleet Fund and the Parks Division of Public Works subject to the conditions of Title 2 CFR Section 225 set out above for the purchase of two (2) pieces of equipment, plus applicable interest pursuant to Exhibit A, attached hereto.

The foregoing Resolution was ADOPTED upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ____ day of November, 2023, by the following vote:

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

By: _____
Chairperson of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this ____ day of November, 2023.

By: _____
Clerk of the Board of Supervisors

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 NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
Capital	Capital	Equipment	200000	700000	94000	\$172,162
TOTAL						

Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
Capital	Capital	Revenue Transfer In	200000	700000	89000	\$172,162
TOTAL						

(B) Budget Transfer:

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
PW Fleet	Fleet	Contingencies	500100	925600	99000	\$172,162
TOTAL						

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
PW Fleet Fund	Fleet	Revenue Transfer Out	500100	925600	96000	\$172,162
TOTAL						

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

Dept. of Finance Approval _____ Department Head *J. U.*
 Administration Approval *Domingo C. Cruz* 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 November 7, 2023

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

SUMMARY:

Overview:

On June 27, 2023, the Board of Supervisors approved the Plans and Specifications for the Highway Safety Improvement Program Systemic Flashing Beacons project. The lowest responsive, responsible bidder was determined to be Harris Development Corporation doing business as HBC Enterprises. The low bid amount is \$137,826. The project will consist of installing flashing beacons on Stop Signs and Advance Warning Signs at several intersections within the County. Construction will start November 7, 2023 and will terminate upon completion.

Recommendation:

Approve the Construction Agreement with Harris Development Corporation doing business as HBC Enterprises.

Fiscal Impact:

The project will be expensed through budget number 311000. The project will utilize funding secured from the Highway Safety Improvement Program at a reimbursement rate of 100%. The construction cost is \$137,862.

BACKGROUND:

On March 30, 2020, Caltrans released a call for projects for the Highway Safety Improvement Program Cycle 10. The Department of Public Works submitted three applications with two applications being selected for funding. One application is the Systemic Flashing Beacon Project. The project seeks to construct flashing
(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

HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

October 17, 2023

Page 2 of 2

beacons on Stop Signs and Advance Warning Signs at several intersections within the County. On June 28, 2022 the County entered into an agreement with Willdan Engineering for design services for the systemic flashing beacon project. The project plans and specifications were approved for advertisement on June 27, 2023.

The Department of Public Works received a total of three (3) bids all of which were considered responsive and responsible. The bid submitted by Harris Development Corp., dba Harris Enterprises was identified as the lowest bid for the project.

- | | | |
|----|--|-----------|
| 1. | Harris Development Corp., dba Harris Enterprises | \$137,826 |
| 2. | Sterndahl Enterprises LLC | \$139,300 |
| 3. | Xcel Engineering | \$152,218 |

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

**COUNTY OF KINGS
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**



**CONSTRUCTION AGREEMENT
HSIP CYCLE 10
SYSTEMIC FLASHING BEACON PROJECT**

County Bid No. 2023 – 50

HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

CONSTRUCTION AGREEMENT

for

HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

THIS AGREEMENT, is made entered into on _____, 2023 (the "Effective Date"), by and between the County of Kings, a political subdivision of the State of California ("Owner"), and **HARRIS DEVELOPMENT CORP., DBA HBC ENTERPRISES** ("Contractor") (singularly a "Party" and collectively the "Parties").

R E C I T A L S

WHEREAS, the County requires construction of flashing beacons on Stop Signs and Advance Warning Signs at various intersections throughout the County; and

WHEREAS,

In consideration of the covenants, promises and agreements to be made, kept and performed as set forth in this Agreement, the Parties agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The complete Agreement between the Owner and Contractor consist of the following Contract Documents: The Notice to Contractors, the Bonds, the Instruction to Bidders, the Accepted Bid Proposal, all Addenda, this Construction Agreement, the General Conditions, Supplemental Conditions the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. The Contract, Drawings, and Specifications are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 9.

ARTICLE 2
THE WORK

Contractor shall furnish at its own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation and services necessary to complete the construction of the **HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT**, in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

ARTICLE 3
TIME FOR COMPLETION:

HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

3.1 For the purpose of determining the contract completion date, the commencement is ten (10) calendar days after receipt of written Notice to Proceed, or, if a written Notice to Proceed is not issued, the commencement date is ten (10) calendar days from the date of this Agreement's Effective Date.

3.2 Contractor shall commence work under this Agreement on the date described in Paragraph 3.1, and Contractor shall diligently pursue and complete said work no later than **fifty (50) working days** from the commencement date.

ARTICLE 4 **THE CONTRACT PAYMENT**

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1, and in strict accordance with the Plans and Specifications, the Owner shall pay Contractor the Contract Sum of **\$137,862.00** in lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, that are described in the Contract Documents and are hereby accepted by Owner:

Base Bid

ARTICLE 5 **PROGRESS PAYMENTS**

5.1 Contractor shall submit Applications for Payment monthly in a timely manner on or before the date mutually agreed upon by the Owner and Contractor. The Application for Payment form must be approved by Owner.

5.2 Owner shall pay Contractor Progress Payments once per month, on or about a date to be determined by Owner. The amount of each Progress Payment is determined by the percent of completion of each portion of work completed at the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

ARTICLE 6 **FINAL PAYMENT**

HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when 1) the Contract has been fully performed by the Contractor, and 2) a final Certificate for Payment has been issued by the Inspector. Such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion, subject to any retention on pending stop payment notices pursuant to Civil code Section 9350, et seq., and subject to the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid.

6.2 Pursuant to Public Contract Code Sections 7107 and 7201, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code section 7107.

ARTICLE 7 **MISCELLANEOUS**

7.1 Liquidated Damages, in the amount described in Paragraph 7.2, shall be imposed upon the Contractor should the Contractor fail to complete this contract and the work provided herein within the time fixed for such completion. Subject to Public Contract Code section 7203, the Contractor shall also become liable to the Owner for all loss and damage which the latter may suffer on account thereof.

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor does not complete the work within the days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be **\$1,000.00** per calendar day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

ARTICLE 8 **TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 10 of the General Conditions.

ARTICLE 9 **ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The agreement is this executed standard form of Construction Agreement.

9.1.2 The General Conditions are the General Conditions dated August 2019.

9.1.3 The Supplementary Conditions, and any other Conditions of the Contract are those detailed below:

Document	Date	Pages
N/A	N/A	N/A

9.1.4 The Specifications contained in the Contract Documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.5 The Drawings contained in the Contract Documents approved by the Kings County Board of Supervisors, as amended by Addenda.

9.1.6 The Addenda, if any, are as follows:

Number	Date
N/A	N/A

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: those documents listed in Article 1.

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

10.1 Headings in any contract document may be useful in the construction of ambiguous language, but are for convenience only and shall not be construed to extend the scope, meaning, or intent of the document or to control in the event of a direct conflict with any express provision thereof. Wherever the context so requires, the neuter gender includes the feminine and masculine and vice versa, the singular includes the plural and vice versa, and the word “person” includes any jurisdictional person, including a corporation, partnership, firm, or association. “Shall,” “will,” and “agrees” are mandatory, and “may” is permissive. Any reference to term includes extensions of such term. Any word or phrase expressly defined by this Agreement shall carry the defined meaning unless the context unambiguously requires otherwise.

10.2 This Agreement, including each of the Contract Documents enumerated in Articles 1 and 9 and any exhibit thereto, shall constitute the entire Agreement between the parties, and shall not be modified, amended, altered, or changed except as provided for therein or otherwise by a written document signed by both parties. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver of any provision hereof on one or more occasions shall constitute a continuing waiver. The parties agree to execute such additional documents as may be necessary to carry out the intent and provisions of this Agreement.

10.3 Contractor shall prevent unauthorized disclosure of any of Owner’s confidential information, and shall not use any confidential information shared with it for any purpose other than carrying out Contractor’s obligations under this Agreement.

10.4 Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance, including but not limited to prevailing wage laws and other labor and employment laws affecting wages, hours, and conditions of employment, licensing laws, safety regulations, and purchasing practices. Without limiting the generality of the foregoing:

10.4.1 Contractor represents that it, its employees, officers, and directors, and the immediate family members of its employees, officers, and directors, have no direct or indirect conflict of interest, which conflicts with the rendering of services under this Agreement; neither shall any such interest be acquired, and Contractor shall disclose any conflict of interest that may arise in writing to Owner. A “conflict of interest” includes any circumstance or activity that is likely to cause or encourage any of Owner’s officers, employees, or agents to violate Part IV of Owner’s Purchasing Policy, last revised March 5, 2019.

10.4.2 Contractor is knowledgeable of Government Code section 8350, et seq., regarding a drug free workplace, and shall abide by and implement its statutory requirements.

HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

10.4.3 In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination, and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other classification protected by law. Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training including apprenticeship. Further, Contractor will include this provision in all of its subcontracts to perform work under this Agreement.

10.5 This Agreement, including any other Contract Documents enumerated herein in Articles 1 and 9 that must be executed by the Parties, may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

10.6 Any language in this Agreement found to be ambiguous shall be construed in the manner that best effectuates the objects and purposes of the Agreement. This Agreement represents the contributions of both parties, who each have the opportunity to be represented by competent 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 this Agreement.

10.7 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.

10.8 Nothing in this Agreement may be construed to create, and the parties do not intend to create, an independent right of action in any third party.

10.9 This Agreement shall be governed in all respects by the laws of the state of California, wherein the Agreement has been executed and delivered.

10.10 Whenever this Agreement requires notice of any kind but fails to indicate the manner in which notice should be given and the person to whom it should be delivered, notice shall be given in writing by personal service or by prepaid first-class mail addressed as follows:

OWNER:
COUNTY OF KINGS

PUBLIC WORKS DIRECTOR
KINGS COUNTY GOVERNMENT CENTER
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
HARRIS DEVELOPMENT CORP DBA
HBC ENTERPRISES
MR. ROBERT HARRIS
PRESIDENT, SECRETARY, CFO
1840 SHAW AVE 105-08
CLOVIS, CA 93611

HSIP CYCLE 10 SYSTEMIC FLASHING BEACONS PROJECT

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected on a return receipt, whichever occurs first.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Supervisors and the Contractor has executed this Agreement on the day and year first above written.

_____ OWNER:

RICHARD VALLE, CHAIRMEN By



_____ CONTRACTORS:

ROBERT HARRIS, PRESIDENT By

APPROVED AS TO INSURANCE

 BY

SARAH POOTS, RISK MANAGER

APPROVED AS TO FORM

 BY

DIANE FREEMAN, COUNTY COUNSEL

NOTE: If the Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.

***** NOTICE OF AWARD *****

Harris Development Corp dba HBC Enterprises
1840 Shaw Ave 105-08
Clovis, CA 93611

AWARD DATE: November 7, 2023

PROJECT DESCRIPTION: HSIP Cycle 10 Systemic Flashing Beacons Project

The County of Kings has considered the BID submitted by you for the above described PROJECT in response to its Notice to Contractors and Instruction to Bidders.

You are hereby notified that your BID has been accepted for a total amount of **\$137,862.00**.

You are required by the Bid Proposal to execute the Agreement and furnish the required documents including the Contractor's Performance Bond, Payment Bond, Maintenance Bond, and Certificates of Insurance AND BEGIN WORK within ten (10) working days from the date of this Notice to you.

In furnishing the above documents, be advised that they must conform to the requirements set forth on the attached sheet titled "SPECIAL REQUIREMENTS."

If you fail to execute said Agreement and to furnish said Bonds within the required ten (10) working days, the County will be entitled to consider all your rights arising out of the County's acceptance of your BID to be abandoned and will declare a forfeiture of your BID BOND. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the County.

Dated this ____ day of _____ 2023.

County of Kings, California

By: _____
Mitchel Cabrera, P.E.
Chief Engineer
County of Kings Department of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____, this, the ____ day
of _____ 2023.

By: _____

Title: _____



SPECIAL REQUIREMENTS

1. Required Performance, Payment and Maintenance Bonds: The Performance, Payment and Maintenance Bonds shall be in the form prescribed and included in the Agreement. Bonds on any other form will not be accepted.

2. Insurance Certificate Cancellation Clause: The Insurance Certificate cancellation language shall read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, THE COUNTY OF KINGS."
3. Insurance Certificate Additional Insured: The Insurance Certificates shall contain a statement to the effect that the Certificated Holder is named Additional Insured and provide all necessary endorsement.

4. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and in behalf of the Owner.

5. A *certified copy* of the certificate of authority of the insurer issued by the California Insurance Commissioner. Contact Lisa.Winfrey@insurance.ca.gov, California Department of Insurance, Corporate Affairs Bureau, 45 Fremont Street, 24th Floor, San Francisco, CA 94105, (415) 538-4463.

6. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted. (To be completed by the County)

7. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Corporations Code section 173.





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Administration – Kyria Martinez/Megan Vega

SUBJECT: AGREEMENTS WITH PRIVATE ATTORNEYS FOR DEFENSE SERVICES
TO THE INDIGENT ACCUSED

SUMMARY:

Overview:

The Board of supervisors approved the 26 agreements for Fiscal Year (FY) 2023-24 on June 27, 2023 for indigent defense. Due to the judgeship appointment of the Contracted Administrator and Felony Contracted Attorney, Marianne Gilbert, staff is proposing reorganizing two current Contracted Attorneys with the following agreements to continue services for indigent defense for the remainder of the fiscal year. There is no increase in contracts only changing positions from what was currently budgeted.

Recommendation:

- a. Approve the agreement with Shani Jenkins to replace Marianne Gilbert’s Contract Administration and Felony Indigent Defense Contract retroactively effective from October 16, 2023 through June 30, 2024;
- b. Approve the agreement with Jamil Nushwat to replace Shani Jenkin’s Felony Indigent Defense Contract retroactively effective from October 16, 2023 through June 30, 2024.

Fiscal Impact:

The total amount of the two agreements is \$186,637. Expenses are included in FY 2023-24 Adopted Budget, in Budget Unit 302500. Agreements are listed as follows:

Type

Contract Administration and Felony: Shani Jenkins @ \$ 101,609
Felony: Jamil Nushwat @ \$85,028

(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

AGREEMENTS WITH PRIVATE ATTORNEYS FOR DEFENSE SERVICES TO THE INDIGENT ACCUSED

November 7, 2023

Page 2 of 2

BACKGROUND:

Pursuant to the Trial Court Funding Act, certain services related to the trial courts were defined as either a Court or a County function. One County function is to provide Indigent Defense Services. In lieu of a Public Defender's Office, the County utilizes 26 individual contracts with private local attorneys. The contracts can be classified into the following types: Contract Administration and Felony; Prison; Felony AB109; Misdemeanor; Juvenile Dependency Delinquency, and LPS Conservatorship; and Conflict.

The County holds one Contract Administration and Felony Defense agreement. This agreement includes coordination of all Contract Attorneys to ensure public defense services are timely and meet all state and professional requirements. The Attorney originally contracted for this service, Marianne Gilbert, was appointed to serve as Judge in the Kings County Superior Court by Governor Newsom on October 5, 2023. This created a vacancy for Contract Administration and Felony cases as of Monday October 16, 2023.

It is recommended that current Contract Attorneys be utilized to backfill the vacancy to ensure continued timely services. Shani Jenkins has agreed to take the role of Contract Administrator and Jamil Nushwat has agreed to take the role of Felony defense. This reorganization of Contract Attorneys will result in a vacancy for a Conflict Indigent Defense agreement to be filled at a later date. The term of each agreement is for eight and one-half (8 ½) months retroactively commencing on October 16, 2023. These agreements are retroactive due to the timing of appointment and transition of Marianne Gilbert to Judge.

The agreements have been reviewed and approved by County Counsel as to form.

THE DOCUMENT IS ON FILE WITH THE CLERK OF THE BOARD AND CAN BE LOCATED ON OUR WEBSITE AT:

<https://www.countyofkings.com/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: PRIMARY AND ALTERNATE DIRECTOR APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

SUMMARY:

Overview:

Under provisions of the California State Association of Counties (CSAC) Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. The 2023 conference will begin on November 13, 2023. Any member of the Board of Supervisors is eligible for the directorship. Pursuant to Board policy, the Administrative Office makes no recommendations on commission and advisory board appointments.

Recommendation:

- a. Appoint a Primary Director to the California State Association of Counties Board of Directors;
- b. Appoint an Alternate Director to the California State Association of Counties Board of Directors.

Fiscal Impact:

None.

(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

PRIMARY AND ALTERNATE DIRECTOR APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

November 7, 2023

Page 2 of 2

BACKGROUND:

Two vacancies exist on the CSAC Board of Directors to represent Kings County on this Board: one regular member and one alternate for 2023-2024. The term of the appointment is for a one-year period commencing on the first day of the CSAC annual conference and terminating the day before the conference in 2024. Both a primary director and an alternate director, should the primary be unavailable to attend a meeting, are requested to be appointed. Attached is nomination form for CSAC Board of Directors for membership for 2023-2024. CSAC's Board of Directors and Executive Committee meet regularly throughout the year to set the association's policy and direction. CSAC also hosts two major conferences, an annual fall meeting, which rotates between northern and southern California, and a spring legislative conference in Sacramento. Supervisor Verboon is the Primary Director for 2022-2023.



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2023 – 2024

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2023 – 2024 Association year beginning Monday, November 13, 2023.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Chase Palm via email at: cpalm@counties.org



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 7, 2023

SUBMITTED BY: Community Development Agency – Chuck Kinney/Noelle Tomlinson
SUBJECT: CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT PROGRAM
MODIFICATION PUBLIC HEARING

SUMMARY:

Overview:

In July 2011, the California Legislature enacted Assembly Bill 1265 which amended Section 51244 of the California Government Code. The change authorized counties to reduce the terms of “Williamson” Act and Farmland Security Zone contracts to 9 and 18 years respectively, resulting in a 10% reduction in the landowners’ property tax relief. The legislation was to expire on January 1, 2016; however, in September 2014, the State Legislature amended Section 51244 to eliminate the expiration date and allow a jurisdiction to implement the contract reductions in any year that subvention funds are not received.

Recommendation:

- a. **Conduct a public hearing to implement modifications to the California Land Conservation Williamson Act Program;**
- b. **Adopt a Resolution to implement Government Code Section 51244(b) to reduce Williamson Act and Farmland Security Zone contract terms by ten percent;**
- c. **Find that reducing Williamson Act and Farmland Security Zone contract terms by ten percent is exempt from review under the California Environmental Quality Act.**

Fiscal Impact:

If the Board chooses to implement Section 51244(b), it will allow the County to recapture a portion of foregone property tax revenue by decreasing land conservation contract terms by 10% while allowing landowners to retain 90% of their reduced tax benefits. In addition to staff time, the cost of implementing Section 51244(b) would include expending approximately \$2,000 for the two notices required to be sent to the approximate 2,000 landowners subject to this process.

(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

CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT PROGRAM MODIFICATION PUBLIC HEARING

November 7, 2023

Page 2 of 3

BACKGROUND:

In 1965, the California State Legislature adopted the *California Land Conservation Act of 1965*, commonly referred to as the “Williamson” Act program. This act provided property tax relief to agricultural landowners who voluntarily agreed to devote their land to long-term commercial agricultural use through a 10-year Land Conservation “Williamson” Act contract or 20-year Farmland Security Zone Contract. The County implemented this program in late 1969, only after the State Legislature began developing legislation to reimburse counties for the tax revenue loss that resulted from implementing the Land Conservation “Williamson” Act program.

Historically, the State budget included over \$37 million in “Williamson” Act subvention funding, but in the 2009-2010 State budget, the Governor provided for only \$1,000 in subvention funding. This represented a \$2.5 million revenue loss to the County. A similar cut was proposed for fiscal year 2010-2011, until the California Farm Bureau Federation sponsored Assembly Bill 2530 (AB 2530), which was later replaced by Senate Bill 863 (SB 863), which provided a temporary solution to this dire situation.

SB 863 was a budget trailer bill that offered \$10 million in subventions to be allocated to counties that implemented a program to re-capture a portion of foregone tax revenue by decreasing “Williamson” Act and Farmland Security Zone contract terms by 10% and allowing landowners to retain 90% of their reduced tax benefits. It was designed as a temporary funding strategy to encourage counties to maintain a program that benefits family farmers and ranchers. It became effective October 19, 2010. In March of 2011, SB 863 was repealed by Senate Bill 80 (SB 80), thus removing the \$10 million allocated for fiscal year 2010-2011 subventions and repealing the reduced contract terms. Assembly Bill 1265 (AB 1265), enacted in July 2011, re-established the reduced 9- and 18-year term contracts and was specifically declared retroactive, applying from January 1, 2011, to January 1, 2016. In September 2014, the Legislature amended Section 51244 (Exhibit “B”) to remove the expiration date and allow jurisdictions to annually implement the reduced contract terms, as necessary.

The Board has implemented the contract reductions from 2011 through 2022, which included a reduction of property tax relief benefits and related reduction of the term of the contracts to 9 years for “Williamson” Act contracts or 18 years for Farmland Security Zone contracts to be effective calendar years 2012-2023.

In fiscal year 2022-2023, the County did not receive subvention funding and qualifies for the Section 51244(b) implementation. The approximately 2,000 landowners currently under a Land Conservation “Williamson” Act contract or Farmland Security Zone contract were mailed a notice on October 27, 2023, regarding this Public Hearing when the Board will consider the Section 51244(b) implementation.

Should the Board elect to continue the implementation of Section 51244(b), the County shall record a Notice of Intent to Implementation of Section 51244(b) for fiscal year 2024-2025 and include the affected parcel number(s) and current owners’ names. The County shall notify all contracted landowners of the final decision of the Board to implement or not implement Section 51244(b) combined with a statement that the landowner may prevent reduction of his/her contract term by serving a Notice of Non-Renewal to the County by February 1, 2024. In addition, the Assessor’s Office will be required to make the appropriate modifications to the assessed values as of January 1, 2024, and the Assessor and the Department of Finance will be required to modify the fiscal year 2024-2025 tax bills to reflect the assessment changes. The Community Development Agency, the Assessor’s Office, and the Clerk-Recorder will process all Notices of Non-Renewals received.

Agenda Item

CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT PROGRAM MODIFICATION PUBLIC HEARING

November 7, 2023

Page 3 of 3

ENVIRONMENTAL REVIEW:

Pursuant to the California Environmental Quality Act (CEQA), Categorical Exemption Class 17 for Open Space Contracts or Easements in Section 15317 (Exhibit “C”) of the *California Environmental Quality Act & CEQA Guidelines* states, “Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. The cancellation of such preserves, contracts, interests, or easements is not included and will normally be an action subject to the CEQA process.” The approval to implement Government Code Section 51244(b) affects contracts in agricultural preserves that are already established, maintains the open space character of the area, and is not a contract cancellation. Therefore, approval of implementing Government Code Section 51244(b) qualifies for the CEQA Class 17 Categorical Exemption from environmental review, and none of the findings stated in CEQA Guidelines Section 15300.2 (Exhibit “C”) can be made.

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

Exhibit A – Site Location Map for Land Conservation “Williamson” Act Contracts & Farmland Security Zone Contracts

Exhibit B – Government Code Section 51244

Exhibit C – CEQA Guidelines Sections 15300.2 & 15317

BEFORE BOARD OF SUPERVISORS
COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

AUTHORIZING IMPLEMENTATION OF) Resolution No. 23-____
GOVERNMENT CODE SECTION 51244(b))
MODIFYING WILLIAMSON ACT AND FARMLAND)
SECURITY ZONE CONTRACTS TO INCLUDE A)
REDUCTION OF PROPERTY TAX RELIEF AND A)
RELATED REDUCTION OF THE TERM OF THE)
CONTRACTS TO 9/18 YEARS, RESPECTIVELY, TO)
BE EFFECTIVE CALENDAR YEAR 2024)

WHEREAS, in 2010-11 the Legislature did not fund the Williamson Act Subvention Program; and

WHEREAS, subsequently the Legislature enacted and then repealed legislation to offset a portion of the lost subvention funds; and

WHEREAS, on July 15, 2011, the Legislature enacted Assembly Bill (AB) 1265 which amended *Section 51244* of the *Government Code* authorizing counties to reduce the terms of Williamson Act and Farmland Security Zone contracts to nine (9) and eighteen (18) years respectively, resulting in a ten percent (10%) reduction in landowners' property tax relief; and

WHEREAS, the contract term reductions were declared retroactive to January 1, 2011, and in September 2014, *Section 51244* was amended to allow jurisdictions the ability to implement the contract reductions as necessary; and

WHEREAS, on November 7, 2023, the Board held a public hearing to receive any testimony regarding implementation of *Government Code Section 51244(b)*; and

WHEREAS, Notice of the November 7, 2023 hearing was mailed to all contracted landowners on October 27, 2023.

WHEREAS, the implementation of *Government Code Section 51244(b)* in previously established agricultural preserves which maintains the open space character of the area is Categorically Exempt from environmental review pursuant to Section 15317, Class 17, of the *California Environmental Quality Act & CEQA Guidelines*.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. For Fiscal Year (FY) 2022-2023, the County has made the determination that no subvention funds have been received from the State and thus implementation of *Government Code Section 51244(b)* can be authorized.
2. The Board authorizes the implementation of *Section 51244(b)* to modify the Williamson Act and Farmland Security Zone contracts to include a reduction of property tax relief benefits and related reduction of the term of the contracts to nine (9) years (for Williamson Act contracts)

or eighteen (18) years (for Farmland Security Zone contracts) to be effective calendar year 2022.

3. The Board authorizes the County’s Implementation Procedures for the California Land Conservation “Williamson” Act of 1965 to be amended to allow landowners to file notices of non-renewal for calendar year 2023 up to and including February 1, 2024. The following language is proposed to be added to the implementation procedures on page 4 under subsection E.3 Non-Renewal Application Filing Period: “If the Board implements *Government Code Section 51244(b)*, then the deadline for filing a notice of non-renewal shall be extended. The extended deadline for calendar year 2023 is February 1, 2024.”
4. The Board directs that notice of this decision be served upon all contracted landowners along with notice of their right to opt out by filing a notice of non-renewal up to February 1, 2024.
5. The Board directs the Assessor, Auditor, Tax Collector, Clerk Recorder, and Community Development Agency Director to take all necessary steps to implement *Government Code Section 51244(b)* including but not limited to recording a notice(s) that states the affected parcel numbers and current owner’s names, making the appropriate modifications to all affected properties assessed values, and modifying the FY 2024-2025 tax bills to reflect the assessment changes and supplemental fees associated with the reduced tax benefit, displayed separately on the taxpayer’s annual bill.

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

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

Richard Valle, Chairperson
Board of Supervisors
County of Kings, State of California

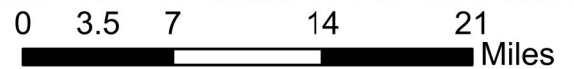
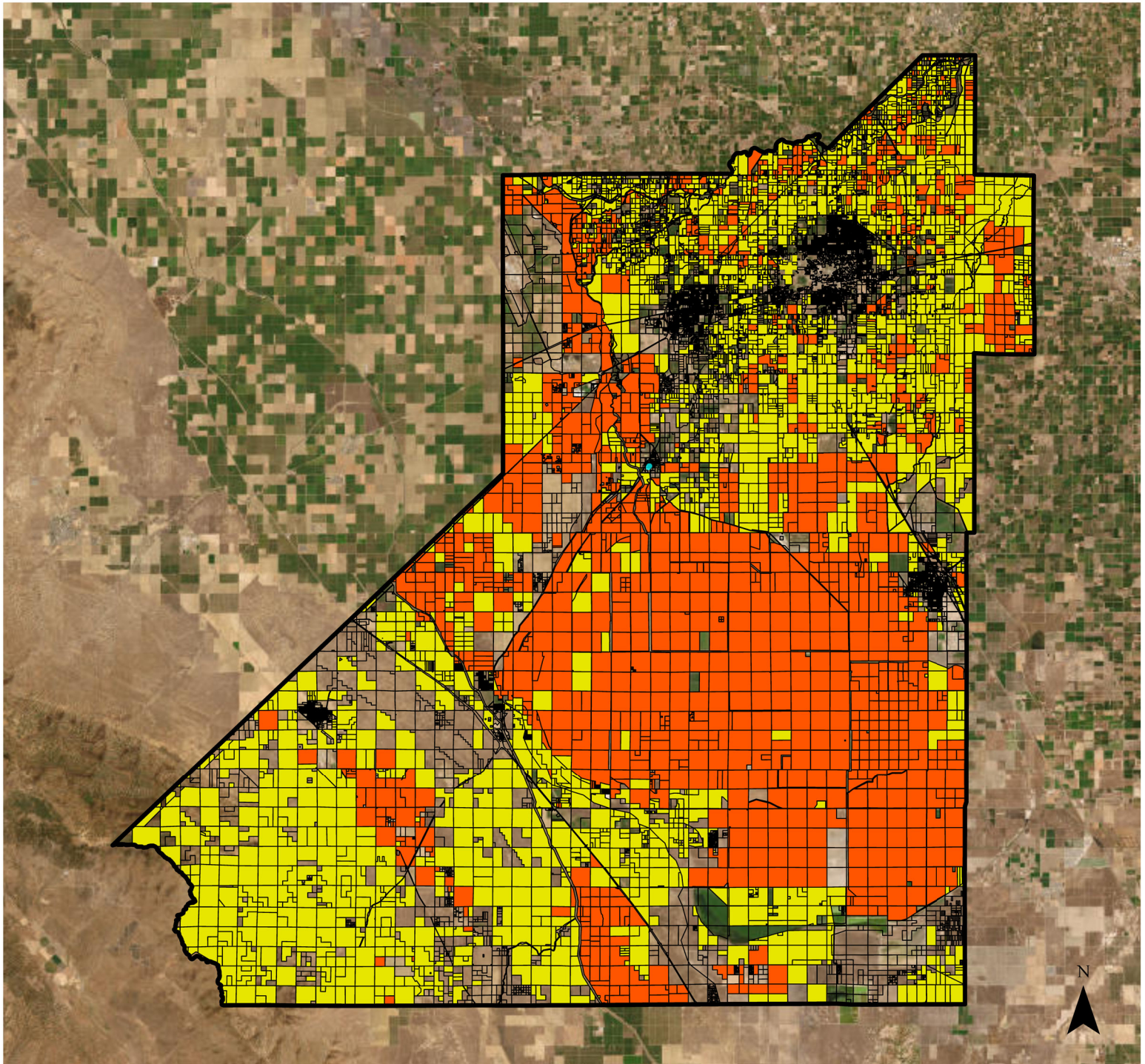
IN WITNESS WHEREOF, I have set my hand this ____ day of _____ 2023.

Catherine Venturella, Clerk of said Board

Site Location Map


County of Kings
Community Development Agency

Kings County Parcels under Land Conservation
Contracts & Farmland Security Zone Contracts



Produced by: Noelle Tomlinson
Monday, August 14, 2023
Kings County Community Development Agency
1400 W. Lacey Boulevard, Hanford CA, 93230
(559) 852-2670

WILLIAMSON ACT PROGRAM

-  Land Conservation
-  Farmland Security Zone

State of California

GOVERNMENT CODE

Section 51244

51244. (a) Each contract shall be for an initial term of no less than 10 years. Each contract shall provide that on the anniversary date of the contract or such other annual date as specified by the contract a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

(b) (1) If the county makes a determination pursuant to subdivision (e) of Section 16142 or subdivision (d) of Section 16142.1, contracts shall be for a term of no less than 9 years for contracts currently 10 years in length or 18 years for contracts currently 20 years in length, as the case may be. For new contracts entered into during a year in which this subdivision is in effect, the initial contract length shall be either 9 or 18 years. Each contract shall provide, except in the initial year of the determination, that on the anniversary date of the contract or such other annual date as specified by the contract, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

In any subsequent year during the reduced term of contract in which increased revenue is not realized by the county pursuant to Section 51244.3, 2 or 3 additional years shall be added to the contract on the next anniversary date, as necessary, to restore the contract to its full 10-year or 20-year contract length.

(2) In any year in which this subdivision is implemented, the county shall record a notice that states the affected parcel number or numbers and current owner's names, or, alternatively, the same information for those parcels that are not affected.

(3) An addition to the assessed value shall be conveyed to the auditor, consistent with the 10-percent reduction in the length of the restriction, equal to 10 percent of the difference between the valuation pursuant to Section 423, 423.3, 423.4, or 423.5 of the Revenue and Taxation Code, as applicable, and the valuation under subdivision (b) of Section 51 or Section 110.1 of the Revenue and Taxation Code, whichever is lower. If the valuation under subdivision (b) of Section 51 or Section 110.1 of the Revenue and Taxation Code is lower, the addition to the assessed value shall be zero. The increased amount of tax revenue that results from the decrease in restriction shall be separately displayed on the taxpayer's annual bill.

(4) A landowner may elect to serve notice of nonrenewal instead of accepting a 9-year or 18-year contract, as the case may be. In that case, the additional assessed value shall not be added to the property as provided for in paragraph (3).

For purposes of this subdivision, a landowner may serve notice of nonrenewal at any time. However, a landowner who withdraws that notice prior to the effective date shall be subject to term modification and additional assessed value. Once served and effective, a landowner nonrenewal notice may not be withdrawn except for cause and

with the consent of the county. A county may adopt amendments to its uniform rules to facilitate implementation of this subdivision during the 2011–12 fiscal year, and thereafter as necessary.

(5) In addition to any other notice requirements, a county shall provide a landowner under contract with timely written notice of all of the following:

(A) Any initial hearing by the county on a proposal to adopt or rescind the implementation of this subdivision.

(B) Any final decision regarding the adoption or rescission of implementation of this subdivision.

(C) The landowner's right to prevent the reduction in the term of his or her contract pursuant to this subdivision by serving notice of nonrenewal as specified by Section 51245. This notice may be combined with the county's notice in subparagraph (B).

(6) A county shall not modify or revalue a landowner's contract pursuant to this subdivision unless the landowner is given at least 90 days' notice of the opportunity to prevent the modification and revaluation by serving notice of nonrenewal and the landowner fails to serve notice of nonrenewal. The county may use the primary owner of record from the assessment roll to identify landowners entitled to receive notice under this subdivision. A landowner shall be advised of the landowner's right to avoid continued imposition of this subdivision in any future year and thereafter by serving a notice of nonrenewal for that contract year. Failure of the landowner to serve timely notice of nonrenewal in any year shall be considered implied consent to the implementation of this subdivision for that year.

The 90-day notice requirement may be reduced to 60 days if the county adopts a procedure to allow landowners to serve a notice of nonrenewal until February 1, 2012.

(7) This subdivision shall not apply to any of the following:

(A) Contracts that have been nonrenewed.

(B) Contracts with cities.

(C) Open-space or agricultural easements.

(D) Scenic restrictions.

(E) Wildlife habitat contracts.

(F) Atypical term contracts, including, but not limited to, 20-year initial term contracts declining to 10 years, or reencumbrances pursuant to Section 51295, if the county's board of supervisors determines the application of this subdivision to them would be inequitable or administratively infeasible.

(Amended (as amended by Stats. 2011, Ch. 90, Sec. 5) by Stats. 2014, Ch. 322, Sec. 5. (SB 1353) Effective January 1, 2015.)

Exhibit "C"

California Environmental Quality Act & CEQA Guidelines

Section 15300.2 Exceptions.

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Section 15317. Open Space Contracts or Easements.

Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. The cancellation of such preserves, contracts, interests, or easements is not included and will normally be an action subject to the CEQA process.