

**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, December 12, 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](mailto: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=m1cbfd0827af51c7d482aa06c114c733a>

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<https://youtube.com/live/JsdXw8MeaKc?feature=share>

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**I. 9:00 AM CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION – Bishop John Smith – Lily of the Valley Church**

**PLEDGE OF ALLEGIANCE**



**II. UNSCHEDULED APPEARANCES**

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

**III. APPROVAL OF MINUTES**

- A. Report out of Closed Session from the special meeting for December 4, 2023.
- B. Report out of Closed Session from the regular meeting for December 5, 2023.
- C. Approval of the minutes from the special meeting for December 4, 2023.
- D. Approval of the minutes from the regular meeting for December 5, 2023.

**IV. CONSENT CALENDAR**

**A. County Counsel:**

- 1. Consider renewing the declaration of a local emergency due to flood conditions in Kings County.

**B. District Attorney's Office:**

- 1. Consider temporarily suspending Personnel Rule 13051 for the District Attorney's Office and authorize the District Attorney to hire qualified prospective attorneys to include the newly created Senior Deputy District Attorney and Supervising Deputy District Attorney positions up to step 5 without requiring County Administrative Officer or Board approval through June 1, 2024.

**C. Human Resources Department:**

- 1. a. Consider approving appointments to the County Member, Employee Members, and Alternates to the Personnel Appeals Board for a two-year term ending December 31, 2025;
- b. Contingent upon the approvals of the above memberships, approve appointments to the Consensus Membership for a two-year term ending December 31, 2025.

**D. Human Services Agency:**

- 1. Consider adopting a Resolution authorizing the application for and acceptance of allocations awarded under the Transitional Housing Program Round Five and Housing Navigation and Maintenance Program Round Two.

**E. Sheriff's Office:**

- 1. Consider authorizing the exemption from normal identification for vehicle #52726.

**F. Administration:**

- 1. Consider approving the cancellation schedule for the Board of Supervisors' meetings for 2024.
- 2. Consider approving twenty-five reappointments and two new appointments to multiple boards.



**V.**

**REGULAR AGENDA ITEMS**

**A. Human Resources Department – Carolyn Leist**

1. Consider approving the Agreement with Tripepi Smith Talent Solutions for Countywide Professional Recruitment Services.

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

1.
  - a. Consider approving the Health Care Program for Children in Foster Care Plan and Budget retroactively effective from July 1, 2023, through June 30, 2024;
  - b. Authorize the County Public Health Director as the Health Care Program for Children in Foster Care Authorized Representative;
  - c. Adopt the budget change. **(4/5 vote required)**
2. Consider adopting a Resolution authorizing the submittal of the application to CalRecycle for Senate Bill 1383 Local Assistance Grant to reduce greenhouse gas emissions through organic waste diversion.

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

1. Consider approving the Second Amendment with DKJ Architects, Inc. for the Kings County Fire Station No. 5 – Partial Remodel project.
2.
  - a. Consider authorizing the purchase of an EZ Liner Model TS-AL600 Truck Mounted Striping Machine;
  - b. Authorize the Purchasing Manager to approve the Purchase Order for the EZ Liner using Sourcewell purchasing consortium;
  - c. Authorize the purchase of a Backhoe Loader from N&S Tractor;
  - d. Authorize the Purchasing Manager to approve the Purchase Order the Backhoe Loader using Sourcewell purchasing consortium;
  - e. Adopt the budget change. **(4/5 vote required)**

**D. Sheriff's Office – David Robinson**

1.
  - a. Consider approving the Agreement with Kings Christian School for School Resource Deputy services retroactively effective from October 23, 2023, through June 30, 2024;
  - b. Authorize the Sheriff to sign the agreement with Kings Christian School for School Resource Deputy services retroactively effective from October 23, 2023, through June 30, 2024;
  - c. Adopt the budget change. **(4/5 vote required)**

**E. Administration – Kyria Martinez/Matthew Boyett/Domingo Cruz**

1.
  - a. Consider approving the Tenth Amendment to the Tolling and Waiver Agreement with the California Department of Water Resources extending the statute of limitation on certain claims through June 30, 2026;
  - b. Authorize the County Administrative Officer to sign the Tolling and Waiver Agreement with the California Department of Water Resources extending the statute of limitation on certain claims through June 30, 2026.
2. Consider approving the Public Safety Realignment and Post Release Community Supervision 2023 Plan for submission to the Board of State and Community Corrections.
3.
  - a. Consider approving the County of Kings Public Facilities Impact Fees Annual Report for fiscal year ending June 30, 2023;
  - b. Provide direction on how to proceed with future impact fees.



**VI. STUDY SESSION**

**A. Administration – Kyria Martinez/Megan Vega**

1. Receive an overview of Public Facilities Impact Fees and the Fiscal Year 2022-2023 Annual Report.

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

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

**VIII. CLOSED SESSION**

- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**  
**Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore**
  - General Unit - CLOCEA
  - Supervisor’s Unit - CLOCEA
  - Blue Collar - SEIU
  - Detention Deputy’s Association
  - Firefighter’s Association
  - Deputy Sheriff’s Association
  - Probation Officer’s Association
  - Prosecutor’s Association
  - Unrepresented Management
- ◆ **Significant exposure to litigation: (1 Case)**  
**[Govt. Code Section 54956.9 (d)(2)(e)(3)]**  
**Additional Info: Report on Conditions at Kings County Juvenile Center**
- ◆ **Personnel Matter: [Govt Code Section 54957]**  
**Public Employee Appointment: Fire Chief**

**IX. ADJOURNMENT**

**The next regularly scheduled meeting will be held on Tuesday, December 19, 2023, at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers. The December 26, 2023, meeting has been canceled due to the holiday closure of county offices. County offices will be closed on Thursday, December 21, 2023 at 5 p.m. and will reopen Tuesday, January 2, 2024, at 8:00 a.m..**

<b>FUTURE MEETINGS AND EVENTS</b>		
December 19	9:00 AM	Regular Meeting
December 26	--	Regular Meeting Canceled/County Offices Closed
January 2, 2024	9:00 AM	Regular Meeting – Board Reorganization
January 9	9:00 AM	Regular Meeting
January 9	2:00 PM	Board of Equalization Regular Meeting – Board Reorganization
January 16	--	Regular Meeting Canceled due to Martin Luther King Jr. Holiday on January 15
<p><i>Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.</i></p>		

**Board Members**

Joe Neves, District 1  
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 Special Meeting Action Summary

**Date:** Monday, December 4, 2023  
**Time:** 9:00 a.m.  
**Place:** MULTI PURPOSE ROOM, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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

**COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19**

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m77898f5209edd812f628a2880592b27e>

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

\*WebEx will be available for access at 8:55 a.m.\*

Members of the public who wish to view/observe the meeting virtually can do so via the worldwide web at: [www.countyofkings.com](http://www.countyofkings.com) and click on the “Join Meeting” button or by clicking this link: <https://youtube.com/live/RnB-A23L49w?feature=share>

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- I. 9:00 AM **CALL TO ORDER**  
 ROLL CALL – Clerk of the Board  
 MEMBERS PRESENT: JOE NEVES, DOUG VERBOON, RUSTY ROBINSON, RICHARD FAGUNDES  
 MEMBERS ABSENT: RICHARD VALLE  
 Pledge of Allegiance



**II. UNSCHEDULED APPEARANCES**

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**III. CLOSED SESSION**

- ◆ **Personnel Exemption: [Govt Code Section 54957]**  
*Public Employee – Discipline/Dismissal/Release*

**IV. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, December 5 2023 at 9:00 a.m.  
**The December 26, 2023 meeting has been canceled due to the holiday closure of county offices. County offices will be closed on Thursday, December 21 at 5 p.m. and will reopen Tuesday, January 2, 2024 at 8:00 a.m..**

***FUTURE MEETINGS AND EVENTS***

December 5	9:00 AM	Regular Meeting
December 12	9:00 AM	Regular Meeting
December 12	2:00 PM	Regular Meeting – Board of Equalization
December 19	9:00 AM	Regular Meeting
December 26	--	Regular Meeting Canceled/County Offices Closed
January 2, 2024	9:00 AM	Regular Meeting

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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, December 5, 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  
ALL MEMBERS PRESENT



**II. EMPLOYEE RECOGNITION**  
**Administration - Kyria Martinez**  
**Human Services Agency – Wendy Osikafo**  
Presentation to the Employee of the 3<sup>rd</sup> Quarter of 2023.

**III. UNSCHEDULED APPEARANCES**  
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**IV. APPROVAL OF MINUTES**  
**A.** Report out of Closed Session from the regular meeting for November 28, 2023.  
**REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their November 28, 2023.**

**B.** Approval of the minutes from the regular meeting for November 28, 2023.  
**ACTION: APPROVED AS PRESENTED (RR, RF, JN, DV, RV-Aye)**

**V. CONSENT CALENDAR**

**A. County Counsel:**

1. Consider appointing Laura Brown to the Tulare Lake Resource Conservation District Board to fill the seat currently held by Dennis Tristao for the remainder of his term of office, which will end at noon of Friday, November 29, 2024.

**B. Department of Finance:**

1. Consider adopting a Resolution delegating investment authority to the Kings County Director of Finance. **[RESO 23-084]**
2. Consider approving the 2024 Director of Finance’s Statement of Investment Policy.

**C. Fire Department:**

1. Consider authorizing the Fire Chief to accept the Narcan (Naloxone) donation from the Tachi Palace Casino Resort.

**D. Sheriff’s Office:**

1. Consider approving the Agreement with Pigeonly, Incorporated for inmate mail services. **[AGMT 23-207]**
2.
  - a. Consider adopting a Resolution authorizing the participation in the Boating Safety and Enforcement Financial Aid Program operated by the California Department of Parks and Recreation, Division of Boating and Waterways for the performance period of July 1, 2024 through June 30, 2025; **[RESO 23-085]**
  - b. Authorize the Sheriff to sign the application for the Boating Safety and Enforcement Financial Aid Program operated by the California Department of Parks and Recreation, Division of Boating and Waterways.

**E. Administration:**

1. Consider adopting a Resolution approving the financing and the issuance of up to \$1,000,000,000 in qualified 501(c)(3) bonds for health care facilities by the California Public Finance Authority for Sharp HealthCare. **[RESO 23-086]**

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





**VI.**

**REGULAR AGENDA ITEMS**

**A. Information Technology Department – John Devlin/Chris Verhaege**

1. Consider approving the Agreement with Palo Alto for the Cortex XDR extended detection and response antivirus solution for the term of one year, effective upon execution by all parties. **[AGMT 23-208]**

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

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

1. Consider approving the Agreement with O’Dell Engineering, Incorporated to prepare Plans, Specifications, and Estimate package for County roadway improvements. **[AGMT 23-209]**

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

**C. Administration – Kyria Martinez/Matthew Boyett**

1.
  - a. Consider approving the Purchase and Sale Agreement with the State of California for real property located at 501 East King Street in Avenal, California; **[AGMT 23-210]**
  - b. Approve the Grant Deed with the State of California granting the County the rights, title, and interest in real property located at 501 East King Street in Avenal, California;
  - c. Approve the Termination of Joint Occupancy Agreement with the State of California for real property located at 501 East King Street in Avenal, California.

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

2. Consider adopting a Resolution permanently establishing a change in hours to the public for County departments to allow public contact/appointment times between 8:00 a.m. and 5:00 p.m. Mondays through Thursdays and 8:00 a.m. to noon on Fridays effective December 25, 2023. **[RESO 23-087]**

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

**VII.**

**STUDY SESSION**

**A. Human Resources – Carolyn Leist**

1.
  - a. Receive an Overview of the VantageCare Retirement Health Savings Program;
  - b. Direct staff as necessary to negotiate with bargaining groups interested in the Program.

**The Board received an update and information from the audience and the Board directed staff to bring back another Study Session with information received today and any other options to consider.**

**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).*

**Supervisor Neves stated that he attended an online opioid crisis class, has been attending many events due to the busy Santa Season, attended the Hanford Lions event, attended the Sierra Pacific Band event and the Behavioral Health Advisory Committee meeting.**

**Supervisor Verboon stated that he attended the Grand Opening Celebration and Open House for California Senator Hurtado’s Lemoore District Office, attended the California High Speed Rail Authority Kings/Tulare Transfer Station working group meeting, Vista Consulting Christmas party in Fresno, attended a meeting with Hanford City Mayor and Vice-Mayor on homelessness issues.**

**Supervisor Robinson stated that he attended the San Joaquin Valley Air Pollution Control District Governing Board Study Session and Clean Agriculture Equipment Showcase two-day events in Modesto and attended a meeting with Hanford City Mayor and Vice-Mayor on homelessness issues.**



**Supervisor Valle thanked everyone who assisted on the Adventist Health building fire in Corcoran and asked the Fire Chief to give an update on the fire. He stated that he attended a movie event at the Hanford Fox Theatre and had a good time.**

**Kings County Fire Chief, Bill Lynch stated that Corcoran State Prison fire personnel, Kings County Fire personnel and Corcoran Fire personnel assisted in the incident and an investigation is ongoing as to the cause, but thankfully there was no loss of life.**

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received the Monthly Fund Balance Report from the Department of Finance dated November 27, 2023. The Board received the Treasurer’s Report of Cash and Investments from the Department of Finance dated October 31, 2023. The Board received the Investment Pool Portfolio Management Portfolio Summary from the Department of Finance dated October 31, 2023. The Board received a Notice for the Central Valley Regional Water Quality Control Board for a meeting that will take place on December 14, 2023 at 9:00 a.m.**
- ◆ **Upcoming Events: Kyria Martinez stated that the Kings County Library will host its 14<sup>th</sup> Annual Winter Open House on Wednesday, December 6, 2023 from 4:00 p.m.-6:00 p.m. at the Hanford Branch Library. Corcoran will host its 104<sup>th</sup> Annual Christmas Parade on December 7, 2023 in downtown Corcoran which will include a lighting ceremony. Kings United Way will host its Christmas Charity Event on December 7, 2023 at 6:00 p.m. at the Hanford Civic. Tickets are \$50. Adventist Health will be doing their Light Up a Life Tree Lighting Ceremony on December 12, 2023 at 6:00 p.m. p.m. Kings County Child Support Services is organizing their Slipper Sock Drive and collecting slipper socks to donate to senior citizens in Kings County. donations can be dropped of until December 14, 2023.**
- ◆ **Information on Future Agenda Items: Kyria Martinez stated that the following items would be on a future agenda: Administration - Two items are in conjunction with the Board of Supervisors (one is regarding appointments to multiple Boards and the other is regarding Canceled Board Dates for 2024, 10<sup>th</sup> Amendment to Tolling and Waiver Agreement with the California Department of Water Resources, Public Safety Realignment & Post Release Community Supervision 2023 Plan, Public Facilities Fees Annual Report/Study Session; County Counsel - Renewal of Local Emergency Due to Flood Conditions in Kings County; District Attorney’s Office - Suspension of Personnel Rule 13051 and Temporary Authorization for district Attorney on Employee Hiring; Public Health Department - Health Care Program for Children in Foster Care Plan and Budget and SB 1383 Local Assistance Grant Application; Human Resources Department - Personnel Appeals Board Appointments and Tripepi Smith Talent Solutions Countywide Recruitment Contract; Human Services Agency - Transitional Housing Program Round Five and Housing Navigation and Maintenance Program Round Two Application Resolution; Public Works Department - Kings County Fire Department, Fire Station No. 5 – Partial Remodel; Sheriff’s Office - School Resource Deputy Service Agreement and Vehicle Identification Exemption.**



**IX. CLOSED SESSION**

- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**  
**Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore**
  - General Unit - CLOCEA
  - Supervisor’s Unit - CLOCEA
  - Blue Collar - SEIU
  - Detention Deputy’s Association
  - Firefighter’s Association
  - Deputy Sheriff’s Association
  - Probation Officer’s Association
  - Prosecutor’s Association
  - Unrepresented Management
- ◆ **Personnel Matter: [Govt Code Section 54957]**  
**Public Employee Appointment: Fire Chief**

**X. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, December 12, 2023 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers. The December 26, 2023 meeting has been canceled due to the holiday closure of county offices. County offices will be closed on Thursday, December 21 at 5 p.m. and will reopen Tuesday, January 2, 2024 at 8:00 a.m..

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

<b><i>FUTURE MEETINGS AND EVENTS</i></b>		
December 12	9:00 AM	Regular Meeting
December 12	2:00 PM	Board of Equalization Regular Meeting
December 19	9:00 AM	Regular Meeting
December 26	--	Regular Meeting Canceled/County Offices Closed
January 2, 2024	9:00 AM	Regular Meeting – Board Reorganization

*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 December 12, 2023

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

**SUBJECT:** RENEWAL OF LOCAL EMERGENCY DUE TO FLOOD CONDITIONS IN KINGS COUNTY

**SUMMARY:**

**Overview:**

On March 14, 2023, the Kings County Board of Supervisors (“Board”) ratified the Director of Emergency Services proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property caused by excessive precipitation and flooding. The Board renewed the local emergency on May 2, 2023, June 20, 2023, August 15, 2023, and October 17, 2023, and will again consider renewing the local emergency.

**Recommendation:**

**Renew the declaration of a local emergency due to flood conditions in Kings County.**

**Fiscal Impact:**

The declaration of local emergency may provide some financial and administrative relief to help local farmers, businesses, and government agencies in addressing the problems associated with flood risk.

**BACKGROUND:**

The California Emergency Services Act, Government Code section 8550, *et seq.*, authorizes the Board to proclaim local emergencies based on the “existence of conditions of disaster or of extreme peril to safety of persons and property” caused by flood (Gov. Code § 8558, subd. (c).). Thereafter, the County may work with the California Emergency Management Agency to seek aid and may also appropriate and transfer funds to address emergency situations upon a four-fifths vote (Gov. Code § 29127.). On March 10, 2023, the County’s Emergency Services Director proclaimed a local emergency due to flood conditions, pursuant to Government Code section 8630, subdivision (a), and Kings County Ordinance Code section 6-7(A)(1). In accordance with Ordinance 6-7(A)(1), the Board ratified the proclamation.

**(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**

### **RENEWAL OF DECLARATION OF LOCAL EMERGENCY DUE TO FLOOD CONDITIONS IN KINGS COUNTY**

**December 12, 2023**

**Page 2 of 2**

The circumstances necessitating the renewed declaration of local emergency due to flood conditions are as follows:

- During the first quarter of 2023, the Tulare Lake Basin experienced an unprecedented amount of precipitation due to twelve atmospheric rivers between January and March of 2023 that brought significant rainfall and snow to the region. As of April 2023, the 6-Station precipitation index for the Tulare Lake Basin was equivalent to the amount of precipitation recorded during the wettest period on record, which was in 1968-1969. The series of atmospheric rivers that occurred in March contributed to partially filling the Tulare Lake.
- The California Department of Water Resources (“DWR”) conducted snow surveys and reported that as of April 7, 2023, the statewide snow water content was 246% higher than the average amount recorded to date. In the southern region, where the watershed for Tulare Lake is situated, the snow water content was at 296% of the average.
- Estimated runoff from the snowpack grossly exceeded the capacity of reservoirs along the Kings River, Kaweah River, Tule River and Kern Rivers. Prolonged high releases from these reservoirs flowed into the Tulare Lake during Spring 2023 and continued flowing through the summer months.
- These flows have caused severe flooding of the Tulare Lake and other portions of Kings County and have severely stressed the water conveyance infrastructure in Kings County and the region, resulting from erosion caused by high velocities and seepage from elevated water surface levels in the channels.
- Tulare Lake is projected to remain flooded for at least a year.
- Flooding continues to place local agriculture, residential communities, and the economy at risk by removing farmland from active production and causing delays in critical activities, including without limitation, pruning, preparation for and planting of crops, permanent crop maintenance, and animal mortality.
- Current estimated damages for Kings County are \$25,000,000.
- Estimated acres damaged is 890,545 with a total estimate loss of \$209,312,010.
- Conditions of extreme peril to the safety of persons and property continue to exist within the County of Kings caused by excessive precipitation and flooding, and local resources are insufficient to address the situation effectively.

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

\*\*\*\*\*

A RESOLUTION TO CONTINUE  
THE LOCAL EMERGENCY DUE TO  
FLOODS PURUSANT TO CALIFORNIA  
GOVERNMENT CODE §8630 et seq. \_\_\_\_ /

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

WHEREAS, on March 14, 2023, the Kings County Board of Supervisors (“Board”) adopted Resolution No. 23-028 ratifying the Director of Emergency Services March 10, 2023 Proclamation of Local Emergency Due to Floods issued in response to a series of atmospheric river systems impacting California beginning on January 4, 2023 and the imminent flooding resulting therefrom;

WHEREAS, between January and March of 2023 a series of twelve atmospheric rivers brought significant rainfall and snow to the region. As of April 2023, the 6-Station precipitation index for the Tulare Lake Basin was equivalent to the amount of precipitation recorded during the wettest period on record, which was in 1968-1969. The series of atmospheric rivers that occurred in March contributed to partially filling the Tulare Lake;

WHEREAS, the California Department of Water Resources (“DWR”) conducted snow surveys and reported that as of April 7, 2023, the statewide snow water content was 246% higher than the average amount recorded to date. In the southern region, where the watershed for Tulare Lake is situated, the snow water content was at 296% of the average;

WHEREAS, runoff from the snowpack grossly exceeded the capacity of reservoirs along the Kings River, Kaweah River, Tule River and Kern Rivers and prolonged high releases from those reservoirs flowed into the Tulare Lake and continued to flow into the Tulare Lake through the summer months;

WHEREAS, these flows have caused additional flooding of the Tulare Lake and other portions of Kings County and have severely stressed the water conveyance infrastructure in Kings County and the region;

WHEREAS, the weather predictions for this season indicate a larger than usual El Nino winter with significant amounts of rain forecast;

WHEREAS, flooding continues to place local agriculture, residential communities, and the economy at risk by removing farmland from active production and causing delays in critical activities including without limitation pruning, preparation for and planting of 2023 crops, permanent crop maintenance and animal mortality.

WHEREAS, community members living or working near river, creek and storm beds are at particular risk of harm to their well-being, including life threatening harm, due to their heightened exposure to flooding, downed trees, and/or downed power lines;

WHEREAS, the Board of Supervisors hereby finds flood conditions continue to constitute an extreme peril to the health, safety and welfare of persons in Kings County, and such conditions are beyond the control of the services, personnel, equipment, and facilities of this County, therefore, necessitating an extension to this Proclamation of the existence of a local emergency;

WHEREAS, Kings County's local resources are inadequate to respond to the imminent threat, and the resources of multiple political subdivisions of the State of California are required to respond to these conditions; and

WHEREAS, the Board of Supervisors has reviewed the need to continue the local emergency at least once every 60 days as required by Government Code Section 8630.

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

1. The recitals above are true and correct.
2. Conditions of disaster and extreme peril to the safety of persons and property continue within the County of Kings caused by the large amounts of snow accumulated in the Sierra Nevada Mountains, precipitation from atmospheric river storms and imminent flooding the County will experience as a result.
3. Due to such conditions, Kings County has need to continue the local emergency.
4. Resolution No. 23-028 and the Emergency Proclamation ratified thereby are renewed.
5. The need for continuing this local emergency shall continue to be reviewed as required by Government Code section 8630 and the Board of Supervisors shall proclaim the termination of this local emergency at the earliest date that conditions warrant.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the \_\_\_\_ day of December, 2023, by the following vote:

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

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Richard Valle, Chairman  
Board of Supervisors, County of Kings



WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_\_ day of December, 2023.

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Catherine Venturella, Clerk to the Board





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** District Attorney – Sarah Hacker

**SUBJECT:** SUSPENSION OF PERSONNEL RULE 13051 FOR ALL ATTORNEY POSITIONS AND TEMPORARY AUTHORIZATION FOR DISTRICT ATTORNEY ON EMPLOYEE HIRING

**SUMMARY:**

**Overview:**

The District Attorney requests the Board to temporarily suspend Personnel Rule 13051 for all attorney positions at the District Attorney’s Office and grant temporary authorization to the District Attorney to hire qualified prospective attorneys through step 5 within the job specification without County Administrative Officer or Board approval for a term to end June 1, 2024. At the time there were not classifications of Senior Deputy District Attorney and Supervising Attorney, this action would just expand to those District Attorney positions.

**Recommendation:**

**Temporarily suspend Personnel Rule 13051 for the District Attorney’s Office and authorize the District Attorney to hire qualified prospective attorneys to include the newly created Senior Deputy District Attorney and Supervising Deputy District Attorney positions up to step 5 without requiring County Administrative Officer or Board approval through June 1, 2024.**

**Fiscal Impact:**

The fiscal impact will vary based on the range and step offered by the District Attorney for a given classification, however the impact is anticipated to be negligible due to salary savings created by staff vacancies.

**BACKGROUND:**

On June 20, 2023, the Board suspended Personnel Rule 13051 for Deputy District Attorney (DDA) I/II/III/IV positions and temporarily authorized the District Attorney to hire qualified DDAs up to step 5 without County Administrative Officer or Board approval through June 1, 2024. After this agenda item passed, the District Attorney’s Office underwent a reorganization, whereby the Board authorized the creation of two new attorney job specifications: Senior DDA and Supervising DDA. The District Attorney has been aggressively marketing these positions to hire new qualified attorneys.

(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**

### **SUSPENSION OF PERSONNEL RULE 13051 FOR ALL ATTORNEY POSITIONS AND TEMPORARY AUTHORIZATION FOR DISTRICT ATTORNEY ON EMPLOYEE HIRING**

**December 12, 2023**

**Page 2 of 2**

However, under the current personnel rules, the District Attorney can only offer a prospective candidate a position at step 2 for the Senior DDA and Supervising DDA which would be at a lower rate of pay than a DDA IV at step 5. To avoid salary compaction for the newly created DDA positions, the District Attorney asks the Board to suspend Personnel Rule 13051 to include all attorney positions and to authorize the District Attorney to hire any attorney position up to step 5 without County Administrative Officer or Board approval through June 1, 2024.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

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

**SUBJECT:** PERSONNEL APPEALS BOARD APPOINTMENTS

**SUMMARY:**

**Overview:**

The current two-year appointments to the Personnel Appeals Board (PAB) expired on November 20, 2023. Each bargaining unit was asked to nominate a new member or to renominate their current representative to a new two-year term. Additionally, the primary Employee Members were asked to nominate a Consensus Member. Their responses are reflected in the recommended appointments below.

**Recommendation:**

- a. Approve appointments to the County Member, Employee Members, and Alternates to the Personnel Appeals Board for a two-year term ending December 31, 2025;
- b. Contingent upon the approvals of the above memberships, approve appointments to the Consensus Membership for a two-year term ending December 31, 2025.

**Fiscal Impact:**

There is no fiscal impact from the proposed appointments to the Personnel Appeals Board.

**BACKGROUND:**

The Personnel Appeals Board is composed of the following members:

- 1. COUNTY MEMBER – Nominated by the Chairman of the Board of Supervisors.
- 2. EMPLOYEE MEMBER – Each of the recognized bargaining unit nominate a member who serves only when the appellant is covered by that bargaining unit.
- 3. CONSENSUS MEMBER – Nominated by the County member and the Employee Member of the affected unit. The Consensus Member shall serve on all appeals hearing for units which were in consensus on their nomination.
- 4. ALTERNATE MEMBER – Each member of the Appeals Board may have an appointed alternate nominated in the same manner described above.

(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**

### **PERSONNEL APPEALS BOARD APPOINTMENTS**

**December 12, 2023**

**Page 2 of 2**

The Board of Supervisors approved the Appointment of the Personnel Appeals Board members which expired on November 20, 2023. Each bargaining unit representative was asked to nominate a new member or to renominate their current representatives. In some cases, an alternate has been nominated to avoid delays due to a conflict of interest or unavailability.

Additionally, the proposed County's Member and the primary Employee Member for each bargaining unit were asked to complete a nomination form for the Consensus Member appointments. Contingent upon the approval of the County and Employee Members by the Board of Supervisors, each bargaining unit supported the nomination of Shari Henderson as the primary Consensus Member and Kevin McAlister as the alternate Consensus Member. Based on the responses, the following appointments are recommended.

#### **COUNTY MEMBER:**

*Primary:* Rebecca Valenzuela (new nomination)

*Alternate:* Dobie "Mark" Dawson (renominate)

#### **EMPLOYEE MEMBER:**

##### **BLUE COLLAR**

*Primary:* Ruth Belmonte (renominate)

*Alternate:* N/A

##### **DEPUTY SHERIFFS ASSOCIATION**

*Primary:* Kristopher Zuniga (renominate)  
(current Alternate Member)

*Alternate:* N/A

##### **DETENTION DEPUTY ASSOCIATION**

*Primary:* Robert Whitford (renominate)

*Alternate:* N/A

##### **FIREFIGHTERS ASSOCIATION**

*Primary:* Mike Rodarmel (renominate)

*Alternate:* Jason Mustain (new nomination)

##### **GENERAL UNIT**

*Primary:* Lee Johnson (renominate)

*Alternate:* N/A

##### **PROSECUTORS UNIT**

*Primary:* James Binion (new nomination)

*Alternate:* N/A

##### **PROBATION OFFICERS ASSOCIATION**

*Primary:* Jose Blanco (renominate)  
(current Alternate Member)

*Alternate:* Natalie Gonzalez (new nomination)

##### **SUPERVISORS UNIT**

*Primary:* Lee Johnson (renominate)

*Alternate:* N/A

#### **CONSENSUS MEMBER:**

*Primary:* Shari Henderson (new nomination)

*Alternate:* Kevin McAlister (renominate)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Human Services Agency – Wendy Osikafo/Christopher Narez

**SUBJECT:** TRANSITIONAL HOUSING PROGRAM ROUND FIVE AND HOUSING NAVIGATION AND MAINTENANCE PROGRAM ROUND TWO APPLICATION RESOLUTION

**SUMMARY:**

**Overview:**

The California State Department of Housing and Community Development (HCD) received authority to allocate funds for Transitional Housing Program (THP) services. Furthermore, HCD received authority to allocate funds for Housing Navigation and Maintenance Program (HNMP) services. The Human Services Agency (HSA) requests approval to accept the allocations from HCD to be used for transitional housing and housing navigation and maintenance services. The Board authorized and designated the HSA Director to sign the Allocation Acceptance forms for THP Round Four and HNMP Round One funding on March 28, 2023.

**Recommendation:**

**Adopt a resolution authorizing the application for and acceptance of allocations awarded under the Transitional Housing Program Round Five and Housing Navigation and Maintenance Program Round Two.**

**Fiscal Impact:**

There is no impact to the County General Fund. There is no required County match. The THP Round Five allocation amount for Kings County is \$136,530. The HNMP Round Two allocation amount for Kings County is \$94,571. Both THP and HNMP program allocations will be reflected in the department’s Fiscal Year 2024-25 Recommended Budget in Budget Unit 510000. Funds will be used to offset the costs of housing navigation and support of former youth who are homeless or at risk of homelessness.

(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**

### **TRANSITIONAL HOUSING PROGRAM ROUND FIVE AND HOUSING NAVIGATION AND MAINTENANCE PROGRAM ROUND TWO APPLICATION RESOLUTION**

**December 12, 2023**

**Page 2 of 3**

#### **BACKGROUND:**

The THP Round Five allocation was created pursuant to Item 2240-102-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code.

The Board previously adopted four resolutions for the THP allocations that approved acceptance of funds for transitional housing services. The first resolution (No. 20-018) was adopted on March 24, 2020. The second resolution (No. 21-001) was adopted on January 5, 2021. The third resolution (No. 21-075) was adopted on November 9, 2021. The fourth resolution (No. 23-017) was adopted on March 28, 2023.

HCD will allocate \$8 million in funding to counties for the purpose of housing stability to help young adults 18 to 24 years old to secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems for THP and HNMP.

The THP Round Five allocation amount for Kings County is \$136,530. The THP allocation is based on the County's percentage of the total statewide number of young adults 18 through 20 years of age in foster care and homeless unaccompanied young adults ages 18 through 24.

The HNMP Round Two allocation was created pursuant to Item 2240-103-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023), and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code.

The Board previously adopted one resolution relating to HNMP. The first resolution (No. 23-017) was adopted on March 28, 2023.

The HNMP Round Two allocation amount for Kings County is \$94,571. The HNMP allocation is based on the County's percentage of the total statewide number of young adults aged 17 through 21 years of age in the foster care and probation system. This is not an annual allocation, as funding depends on each year's annual budget.

Adoption of the resolution to secure the THP Round Five and HNMP Round Two allocations authorizes the Chairman to approve, enter into, and execute on behalf of the County the Standard Agreement, any amendments to the Standard Agreement, or any written modifications that materially changes the obligations of the County in connection with the THP Round Five and HNMP Round Two Allocation Award and any additional allocation.

The resolution also authorizes the HSA Director, or his or her designee, to act on behalf of the County in connection with the THP Round Five and HNMP Round Two Allocation Award, and any additional THP Round Five and HNMP Round Two allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to carry forth participation in the THP and HNMP program, such as the THP Round Five and HNMP Round Two Allocation Awards, any additional THP Round Five and HNMP Round Two allocations, and any amendments to such documents, as well as administrative duties (e.g. signing reports, award letters, and reallocation awards).



## **Agenda Item**

### **TRANSITIONAL HOUSING PROGRAM ROUND FIVE AND HOUSING NAVIGATION AND MAINTENANCE PROGRAM ROUND TWO APPLICATION RESOLUTION**

**December 12, 2023**

**Page 3 of 3**

The THP and HNMP allocations are to be used to provide housing, housing navigation, and supportive services to assist young adults in Kings County. A requirement of the HNMP allocation is to provide training to child welfare agency social workers and probation officers who serve nonminor dependents. The training shall address an overview of the housing resources available through the local coordinated entry system, homeless continuum of care, and county public agencies, including, but not limited to, housing navigation, permanent affordable housing, THP-Plus, and housing choice vouchers. The training shall also address how to access and receive a referral to existing housing resources, and the social worker and probation officer's role in identifying and referring youth in need of the housing assistance programs. The THP and HNMP allocations will be utilized by HSA's Supportive Services Unit, which will provide subsidies and services to homeless individuals ages 17 through 24, as defined by program allocation requirements, with priority given to youth adults who are former child welfare youth.

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

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IN THE MATTER OF A RESOLUTION  
AUTHORIZING APPLICATION FOR  
AND ACCEPTANCE OF THE COUNTY  
ALLOCATIONS AWARDED UNDER THE  
TRANSITIONAL HOUSING PROGRAM  
ROUND 5 AND HOUSING NAVIGATION  
AND MAINTENANCE PROGRAM  
ROUND 2

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

**WHEREAS**, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance Form, dated October 19, 2023, under Round 5 of the Transitional Housing Program (“THP”), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code (the “THP Allocation Acceptance Form”);

**WHEREAS**, the Department issued an Allocation Acceptance Form, dated October 19, 2023, under Round 2 of the Housing Navigation and Maintenance Program (“HNMP”) authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (the “HNMP Allocation Acceptance Form”).

The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the “Allocation Acceptance Forms”.

**WHEREAS**, the Allocation Acceptance Forms relate to the availability of funds under the THP and HNMP Programs; and

**WHEREAS**, the County of Kings, Human Services Agency (“Agency”) may be listed as an eligible applicant on the Allocation Acceptance Forms, dated October 19, 2023.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Board of Supervisors of the County of Kings (“County”) determines and declare as follows:

1. The Agency is hereby authorized and directed to apply for and accept County’s allocation award, as detailed in the THP Allocation Acceptance Form, in the amount not to exceed \$136,530, detailed and authorized in the THP Allocation Acceptance Form (“THP Allocation Award”) and applicable state law at the time this resolution is executed and authorized.

2. If THP funds remain available for allocation after the deadline to submit the signed Allocation Acceptance Form, and if the Agency is eligible for an additional allocation from the remaining THP program funds, the Agency is authorized and directed to accept this additional

allocation of funds (“Additional THP Allocation”) up to the amount authorized by Department but not to exceed \$273,060.

3. The Agency is authorized and directed to apply for and accept County’s allocation award, as detailed in the HNMP Allocation Acceptance Form, in the amount of \$94,571 (“HNMP Allocation Award”) detailed and authorized in the HNMP Allocation Acceptance Form and applicable state law at the time this resolution is executed and authorized.

4. If HNMP funds remain available for allocation after the deadline to submit a signed Allocation Acceptance Form, and if the Agency is eligible for an additional allocation from the remaining HNMP program funds for the, the Agency is authorized and directed to accept this additional allocation of funds (“Additional HNMP Allocation”) up to the amount authorized by Department, but not to exceed \$189,142.

5. The Chairman of the Kings County Board of Supervisors shall have exclusive authority to approve, enter into, and execute on behalf of the County the Standard Agreement, any amendments to the Standard Agreement, or any written modifications that materially change the obligations of the County in connection with the THP Allocation Award and any Additional THP Allocation. The Director of the Agency, or his or her designee, are authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to carry forth participation in the THP Program, such as the THP Allocation Award, any Additional THP Allocation, and any amendments to such documents as well as administrative duties (e.g. signing reports, award letters, and reallocation awards) (collectively, the “THP Allocation Award Documents”).

6. The Chairman of the Kings County Board of Supervisors shall have exclusive authority to approve, enter into, and execute on behalf of the County the Standard Agreement, any amendments to the Standard Agreement, or any written modifications that materially change the obligations of the County in connection with the HNMP Allocation Award and any Additional HNMP Allocation. The Director of the Agency, or his or her designee, are authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to carry forth participation in the HNMP Program, such as the HNMP Allocation Award, any Additional HNMP Allocation, and any amendments to such documents as well as administrative duties (e.g. signing reports, award letters, and reallocation awards) (collectively, the “HNMP Allocation Award Documents”).

7. The Agency shall be subject to the terms and conditions that are specified in the THP Allocation Award Documents and HNMP Allocation Award Documents, and the Agency shall use the THP Allocation Award funds and HNMP Allocation Award funds, and any additional THP Allocation and Additional HNMP Allocation funds in accordance with the Allocation Acceptance Forms, the THP Allocation Award Documents and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws, regulations and rules.

8. The Agency has the discretion to accept both the THP and HNMP program funds as detailed herein, but in the event that one (1) of the two (2) allocations are not made available for the Agency; or the Agency opts not receive one (1) of the allocations, the Agency is authorized to accept either of the allocations independent of each other.

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

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

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

IN WITNESS WHEREOF, I have set my hand this 12<sup>th</sup> day of December 2023.

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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 December 12, 2023

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

**SUBJECT:** VEHICLE IDENTIFICATION EXEMPTION REQUEST

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office is seeking approval for an exemption from normal identification for one vehicle, a 2014 Ford Expedition, County Vehicle #52726, VIN # 1FMJU1G52EEF24028.

**Recommendation:**

**Authorize the exemption from normal identification for vehicle #52726.**

**Fiscal Impact:**

There is no fiscal impact for this item.

**BACKGROUND:**

Animal Services is requesting that the Expedition be left unmarked. This vehicle is used for community events, transportation of animals, and some animal services calls. It is ideal that Animal Services retain an unmarked vehicle because the goal of Animal Services is to assist the community, and that starts by having an open line of communication, allowing employees to share the programs and educate the community. Community members are quick to put up walls when a marked vehicle shows up to their home, and it is easier to get people to open up and communicate with an unmarked vehicle. Also, it is easier to visit problem areas in an unmarked vehicle. There have been many times when an employee needed to visit an area in an unmarked vehicle to access a situation safely. Animal Services has always retained one unmarked vehicle for these reasons. The Sheriff's Office Animal Services Division believes it is important for their mission, the community, and the staff.

**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 December 12, 2023

**SUBMITTED BY:** Administration – Kyria Martinez  
Clerk of the Board’s Office – Catherine Venturella

**SUBJECT:** BOARD MEETING CANCELLATION SCHEDULE FOR 2024

**SUMMARY:**

**Overview:**

Each year, the County issues a holiday schedule identifying the dates it will be closed for business. The Board has, over the last several years, cancelled Board meetings on the following days: Tuesdays that follow Monday holidays; the first Tuesday in May for the Employee Recognition barbecue; the meetings that coincide with the National Association of Counties (NACo) Legislative Conference; the California State Association of Counties (CSAC) Annual Meeting; and during the week between Christmas and New Years.

**Recommendation:**

**Approve the cancellation schedule for the Board of Supervisors’ meetings for 2024.**

**Fiscal Impact:**

No fiscal impact due to cancellation of meetings.

**BACKGROUND:**

The Board has recognized holidays each year by issuing a schedule of meeting cancellations in advance, so that staff can plan accordingly and to advise outside agencies whose meetings follow the Board meetings. Staff is recommending a schedule of meetings every Tuesday in 2024 except for the following dates:

- January 16, 2024 – Tuesday after Martin Luther King Day
- February 13, 2024 - National Association of Counties (NACo) Legislative Conference
- February 20, 2024 – Tuesday after President’s Day
- May 7, 2024 – Employee Recognition Barbeque
- May 28, 2024 – Tuesday after Memorial Day
- September 3, 2024 – Tuesday after Labor Day
- November 12, 2024 -Tuesday after Veteran’s Day
- November 19, 2024 – California State Association of Counties Annual Conference
- December 24, 2024 – Tuesday, Christmas Eve
- December 31, 2024 – Tuesday, New Year’s Eve

**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 December 12, 2023

**SUBMITTED BY:** Administration – Kyria Martinez  
Board of Supervisors Office – Catherine Venturella

**SUBJECT:** REAPPOINTMENTS AND NEW APPOINTMENTS TO MULTIPLE  
BOARDS

### **SUMMARY:**

#### **Overview:**

When a vacancy occurs on any board, commission, or committee over which a legislative body has appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library before an appointment can be made. The legislative body shall not make a final appointment for at least 10 working days after the posting of a vacancy notice. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments.

#### **Recommendation:**

**Approve twenty-five reappointments and two new appointments to multiple boards.**

#### **Fiscal Impact:**

None.

#### **Advisory Board Statement:**

The Committee Coordinator for each committee, council, board recommends the reappointments as outlined today.

### **BACKGROUND:**

The Kings County Board of Supervisors has jurisdiction over appointments to many committees and set those terms to expire on either June 30<sup>th</sup> or December 31<sup>st</sup> of any particular year. Occasionally, some terms end on different dates and for that, they are included. Normally, the reappointments are brought in June and December of each year, but due to changes in staff in multiple departments, some of the reappointments were missed and they have been included in this request to ensure the members can continue to serve in their positions. The members that expressed an interest in continuing to serve Kings County in their current capacity as members on these various committees are as follows:

(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**

**December 12, 2023**

**REAPPOINTMENTS AND NEW APPOINTMENTS TO MULTIPLE BOARDS**

**Page 2 of 4**

**CHILD ABUSE PREVENTION COORDINATING COUNCIL**

Six (6) incumbent's term expires on December 31, 2023, on this Council and they have expressed interest in being reappointed. The name, representation, original appointment date, and new expiration date if their reappointment is approved are listed below.

First Name	Last	Representative/position	Original appt date	Term Ends
Mary Helen	Mendoza	Probation	04/18/23	12/31/25
Monica	Connor	HAS/Welfare PSS	04/18/23	12/31/25
Lavena	Najera	KOE/Public Private Schools	04/18/23	12/31/25
Czarina	Marasigan	Health Dept/Health Services	04/18/23	12/31/25
Tana	Elizando	Community volunteer	04/18/23	12/31/25
Armory	Marple	Hanford Chamber/Civic Org	04/18/23	12/31/25

NEW- One (1) vacancy exists on this Council and one application was received. The name of the applicant, representation, and expiration date if approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Shanna	Meier	Service Provider	12/12/2023	12/31/25

**KINGS COUNTY COMMISSION ON AGING COUNCIL**

One (1) incumbent's term expires on December 31, 2023 on this Council, and they have expressed interest to be reappointed. The names, representation, original appointment dates and new expiration date if their reappointment is approved are listed below.

First Name	Last	Representative/position	Original appt date	Term Ends
Marlene	Chambers	District 3	10/09/01	12/31/26

**KINGS COUNTY FISH AND GAME COMMITTEE**

One (1) incumbent's term expires on December 31, 2023 on this Committee, and they have expressed interest to be reappointed. The names, representation, original appointment dates and new expiration date if their reappointment is approved are listed below.

First Name	Last	Representative/position	Original appt date	Term Ends
Kelly	Giacomazzi	Seat #3	10/18/05	12/31/27

**AGENDA ITEM**  
**REAPPOINTMENTS AND NEW APPOINTMENTS TO MULTIPLE BOARDS**  
**December 12, 2023**  
**Page 3 of 4**

**KINGS IN-HOME SUPPORTIVE SERVICES ADVISORY COUNCIL**

Three (3) incumbent's term expires on December 31, 2023 on this Board, and they have expressed interest to be reappointed. The names, representation, original appointment dates and new expiration date if their reappointment is approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Bobbie	Wartson	Regular Member/CBO-COA	03/29/22	12/31/26
Anna	Zepeda	Regular Member/Provider	03/29/22	12/31/26
Angela	Barginear	Regular Member/	03/29/22	12/31/25

**KINGS EARLY EDUCATION PLANNING COUNCIL**

Six (6) incumbent's term expires on December 31, 2023 on this Board, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointment is approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Courtney	Coehlo	Public Agency	01/12/21	12/31/25
Clarissa	Ravelo	Public Agency-First 5	01/12/21	12/31/25
Deborah	Gibson	Community Rep	09/19/17	12/31/25
Laura	Harris	Discretionary	02/28/22	12/31/25
Michelle	Dove	Child Care Provider	09/23/14	12/31/25
Susan	Philpott	Community Rep	01/12/21	12/31/25

NEW- One (1) vacancy exists on this Council and one application was received. The name of the applicant, representation, and expiration date if approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Roxanna	Solorio	Public Agency	12/12/2023	12/31/25

**LAW LIBRARY BOARD OF TRUSTEES**

Two (2) incumbent's term expires on December 31, 2023 on this Board, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointment is approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Diane	Freeman	Board of Supervisors/rep	12/21/21	12/31/24
John	Umsheid	Member of the Bar	04/23/19	12/31/24

**AGENDA ITEM**  
**REAPPOINTMENTS AND NEW APPOINTMENTS TO MULTIPLE BOARDS**  
**December 12, 2023**  
**Page 4 of 4**

**KINGS COUNTY MUSEUM ADVISORY COMMITTEE**

Four (4) incumbent’s term expires on December 31, 2023 on this Board, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointment is approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Helen	Sullivan	County at large	03/22/22	12/31/25
Sharlene	Bogan	County at large	09/15/15	12/31/25
Carol	Helding	County at large	09/15/15	12/31/25
Richard	Douglas	County at large	08/16/16	12/31/25

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT/CITIZENS ADVISORY COMMITTEE**

One (1) incumbents’ term expires on January 31, 2024 on this Committee, and they have expressed interest to be reappointed. We have included this appointment due to the proximity of the expiration to the other appointments. Their name, representation, original appointment date, and new expiration date if their reappointments are approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Laura	Brown	Ag Industry Primary member	01/12/21	01/31/27

**KINGS COUNTY WATER COMMISSION**

One (1) incumbent’s term expired on December 31, 2023 on this Commission, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointments are approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Jim	Razor	District 2	03/23/21	06/30/27



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

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

**SUBJECT:** COUNTYWIDE RECRUITMENT SERVICES AGREEMENT – TRIPEPI SMITH TALENT SOLUTIONS

**SUMMARY:**

**Overview:**

The County conducted a Request for Proposals for Executive and Professional Recruitment Services to assist departments to locate and recruit qualified talent for difficult to fill vacant positions. An evaluation committee scored all received proposals based on the established evaluation criteria and interviewed the top three. Tripepi Smith Talent Solutions was ranked the highest firm by the evaluation committee to best meet the needs of the County.

**Recommendation:**

**Approve the agreement with Tripepi Smith Talent Solutions for Countywide Professional Recruitment Services.**

**Fiscal Impact:**

This agreement allows for two types of recruitment: (a) Search Support and (b) Talent Quest. Search support costs approximately \$9,845 per recruitment and is focused on marketing and outreach efforts to drive as many talented candidates to the application as possible. Talent Quest costs approximately \$24,500 per recruitment and is focused on finding one individual for an executive level position that best fits the culture and needs of the County. Each recruitment will be covered by the departments who initiate an engagement for services using their currently allocated funds. No additional appropriations are required for this agreement.

(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**

### **COUNTYWIDE RECRUITMENT SERVICES AGREEMENT – TRIPEPI SMITH TALENT SOLUTIONS**

**December 12, 2023**

**Page 2 of 2**

#### **BACKGROUND:**

The County has 1,689 full-time and part-time employees providing a number of services, including management and administration, economic development, assessment and recordings, elections, finance, law enforcement and corrections, probation, prosecution and defense, fire, parks and recreation, planning, engineering, health and behavioral health, human services, public guardian, veteran services, and public works. Each year, the County may experience vacancies in Department Head, other key executive positions, or hard to fill professional positions within these areas due to retirement, resignation to accept other career opportunities, or creation of new positions based on department assessments or organizational needs.

The County conducted a Request for Proposals (RFP) on August 1, 2023 for Executive and Professional Recruitment Services to assist departments in recruiting for their vacant difficult to fill positions. The County received proposals from the following firms: Lancesoft, Witten Resource Management Services, Tripepi Smith Talent Solutions, CPS HR Consulting, Employnet Inc., The Caza Collective LLC, Koff and Associates, The Plus Group Inc, WBCP Inc, Compunnel Software Group Inc, and Sanconett Staffing Agency.

An evaluation committee scored each proposal based on the established criteria as published in the RFP. The committee chose to interview the top three firms: Tripepi Smith Talent Solutions, CPS HR Consulting, and WBCP Inc. The committee found Tripepi Smith Talent Solutions the most responsive and competent to meet the recruitment needs of the County.

County departments will be able to choose from two different options if wishing to engage with Tripepi Smith Talent Solutions for recruitment services. Option 1: Search Support is designed to help fill the application pipeline through targeted outreach efforts and development of marketing materials. Search Support engagements will be charged on a per position basis regardless of the number of vacancies and will last approximately 10 weeks with the last 5 weeks dedicated to outreach and recruitment. Option 2: Talent Quest is designed to locate executive level positions requiring community engagement and additional individual evaluation, screening, and interviewing. This engagement is focused on finding a single individual best fit for the County in an executive role. Talent Quest engagement will last approximately 12-16 weeks.

This agreement will give County departments the opportunity and flexibility to choose if recruitment services are beneficial for their department and what type of services would best meet their recruitment needs. It is the intent of this agreement to attract strong, talented candidates to Kings County in an effort to support departments' objectives of providing timely and outstanding services to the community. The term of this contract will be for one (1) year commencing on December 1, 2023 and ending on November 30, 2024.

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

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

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on \_\_, 2023 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and **Tripepi Smith & Associates, Inc**, a California corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

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

WHEREAS, County requires services to locate and recruit qualified talent for professional employment vacancies; and

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

NOW, THEREFORE, the Parties agree as follows:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience, and talent, to 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 B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Upon submission of an invoice by Contractor, and upon approval of County’s representative, County shall pay Contractor monthly in arrears. Each invoice must include a

description of services rendered, to whom, date of service and the charges according to the agreed upon method.

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

#### **4. TERM**

This Agreement shall be in full force and effect for (1) one year and shall commence on December 1, 2023 and shall terminate on November 30, 2024 unless otherwise terminated or amended 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 Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

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

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

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

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

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate.
2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars

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

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

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

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

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

## **9. INDEMNIFICATION**

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

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and

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

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

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

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

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

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

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

#### **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 ADMINISTRATIVE OFFICER  
COUNTY OF KINGS  
1400 W. LACEY BLVD.  
HANFORD, CA 93230

RYDER TODD SMITH, CEO  
TRIEPI SMITH TALENT SOLUTIONS  
PO BOX 52152  
IRVINE, CA 92619

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 as of the Effective Date.

COUNTY OF KINGS

CONTRACTOR NAME

By: \_\_\_\_\_  
Richard Valle, Chairman  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Ryder Smith, President  
Tripepi Smith Talent Solutions  
/Tripepi Smith and Associates, Inc.

ATTEST

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

\_\_\_\_\_  
Nicole D. Smith, CFO  
Tripepi Smith Talent Solutions  
/Tripepi Smith and Associates, Inc.

RISK MANAGEMENT APPROVED AS TO INSURANCE

By:  11/15/2023  
Sarah Poots, Risk Manager

APPROVED AS TO FORM

By:   
Diane Freeman, County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Compensation/Fees



## EXHIBIT A

Tripepi Smith & Associates, Inc. and County of Kings

Professional Employment Recruitment Services

### SCOPE OF WORK

Tripepi Smith Talent Solutions is a multifaceted recruitment consultancy service that will advise and assist the County in recruiting difficult to fill positions.

#### **SERVICES:**

TS Talent Solutions will offer two options of recruitment services for the County to choose from for each recruitment engagement.

#### **OPTION 1: SEARCH SUPPORT**

1. **Develop a Candidate Profile:** TS Talent Solutions will meet with the County and other appropriate stakeholders identified by the County to obtain information regarding expectations, specific issues and opportunities facing the County, to determine the desired education, experience and background of the sought-after candidate, and to identify the management skills and style desired in each candidate. Based on the information provided in the meeting, TS Talent Solutions will develop a position profile and advertising plan, keeping previous successes with similar clients and positions in mind. The position profile and advertising plan shall be subject to the County's approval, and TS Talent Solutions shall implement the advertising plan to the County's reasonable satisfaction. The activities that follow outline the types of activities that typically will be included in an advertising plan for a particular position.
2. **Outreach:** TS Talent Solutions will execute outreach and solicitation of individuals with superior qualifications to encourage them to become part of the pool of candidates. This activity will range from the circulation of announcements in professional journals to extensive personal contacts with prospective candidates. TS Talent Solutions will conduct outreach on a regional, in-state and/or local level, as determined during the initial meetings with the County.
  - a. TS Talent Solutions will develop a recruitment brochure, timelines and related materials and conduct a comprehensive outreach and advertising campaign aimed at producing a diverse pool of the highest quality candidates. We will advertise the availability of the open position to appropriate and diverse professional organizations, membership agencies and publications. All marketing materials will refer applicants to the County's website.

- b. TS Talent Solutions will source job candidates through a number of different channels, including proactively reaching out to candidates in the marketplace who may not be actively seeking the position. We will access the firm's network of qualified candidates to encourage application or referral of potential applicants, and will refer all qualified applicants to the County's website.
- c. If desired, TS Talent Solutions will execute a community outreach and engagement project to assist with gathering community feedback on the selection of the open position.

***TIMEFRAME FOR SEARCH SUPPORT:***

The proposed schedule includes ten (10) weeks of recruitment activity; however, this can be adjusted if the County would prefer a different process.

Week 1	<b>Kickoff Meeting</b>	Strategic meeting between TS Talent Solutions and County staff to outline the process and gather necessary information for brochure creation.
Week 2	<b>Consultant Meetings</b>	If needed, TS Talent Solutions will meet with each member of the Board of Supervisors individually, other key County Staff, and any identified stakeholders.
Weeks 3-5	<b>Marketing Creation/Design</b>	TS Talent Solutions will draft and design a digital recruitment brochure, job ad language and social media content for the County to use across communication platforms.
Weeks 5-10	<b>Outreach and Recruiting</b>	TS Talent Solutions will post the position across agreed-upon channels and conduct extensive research and direct outreach to potential candidates.

**OPTION 2: TALENT QUEST**

1. **Develop a Candidate Profile:** TS Talent Solutions will meet with the County and other appropriate stakeholders identified by the County to obtain information regarding expectations, specific issues and opportunities facing the County, to determine the desired education, experience and background of the sought-after candidate, and to identify the management skills and style desired in each candidate. Based on the information provided in the meeting, TS Talent Solutions will develop a position profile and advertising plan, keeping

previous successes with similar clients and positions in mind. The position profile and advertising plan shall be subject to the County's approval, and TS Talent Solutions shall implement the advertising plan to the County's reasonable satisfaction. The activities that follow outline the types of activities that typically will be included in an advertising plan for a particular position.

2. **Outreach:** TS Talent Solutions will execute outreach and solicitation of individuals with superior qualifications to encourage them to become part of the pool of candidates. This activity will range from the circulation of announcements in professional journals to extensive personal contacts with prospective candidates. TS Talent Solutions will conduct outreach on a regional, in-state and/or local level, as determined during the initial meetings with the County.
  - a. TS Talent Solutions will develop a recruitment brochure, timelines and related materials and conduct a comprehensive outreach and advertising campaign aimed at producing a diverse pool of the highest quality candidates. We will advertise the availability of the open position to appropriate and diverse professional organizations, membership agencies and publications. All marketing materials will refer applicants to the County's website.
  - b. TS Talent Solutions will source job candidates through a number of different channels, including proactively reaching out to candidates in the marketplace who may not be actively seeking the position. We will access the firm's network of qualified candidates to encourage application or referral of potential applicants, and will refer all qualified applicants to the County's website.
  - c. If desired, TS Talent Solutions will execute a community outreach and engagement project to assist with gathering community feedback on the selection of the open position.
3. **Evaluate and Screen:** TS Talent Solutions will review, acknowledge and evaluate all resumes received based upon established criteria.
  - a. TS Talent Solutions will screen applicant resumes for conformance to required and desired qualifications and conduct preliminary phone interviews with the most qualified candidates. We will maintain appropriate communications and update applicants at each phase of the recruitment. We will also conduct reference and background checks on select candidate(s) prior to consideration of extending an offer of employment.
  - b. Tripepi Smith agrees to conduct third-party background checks on the final three to five candidates that advance to the interview phase of the process.
4. **Interview:** TS Talent Solutions will complete personal interviews with top candidates, which will focus on an assessment of the candidates' skills, background and experience as well as an assessment of the candidates' interpersonal skills. Additionally, we will

develop recommended interview questions and rating criteria and forms to County for review and edit, if needed.

- a. TS Talent Solutions will coordinate the selection process and related materials needed for the interview process. Other selection/testing requirements may be appropriate. We will also make arrangements to schedule interview activities and travel arrangements for top candidates per the County’s specifications.
5. Notification: TS Talent Solutions will notify all candidates who are not selected of the results. The County will make the job offer to the final candidate.
  6. [Optional] Contract: If desired, we will work with County staff to negotiate an employment contract with the preferred candidate.

***TIMEFRAME FOR TALENT QUEST:***

The proposed schedule includes sixteen (16) weeks of recruitment activity; however, this can be adjusted if the County would prefer a different process.

Week 1	Kickoff Meeting	Strategic meeting between TS Talent Solutions and County staff to outline the process and gather necessary information for brochure creation.
Week 2	Consultant Meetings	If needed, TS Talent Solutions will meet with each member of the Board of Supervisors individually, other key County Staff, and any identified stakeholders.
Weeks 3-5	Marketing Creation/Design	TS Talent Solutions will draft and design a digital recruitment brochure, job ad language and social media content for the County to use across communication platforms.
Weeks 5-9	Outreach and Recruiting	TS Talent Solutions will post the position across agreed-upon channels and conduct extensive research and direct outreach to potential candidates.
Week 10	Candidate Screening & Evaluation	Tripepi Smith will evaluate the applicants and compile a list of the top candidates and their materials. Research will be conducted on top candidates in the form of internet searches and other public profiles to ensure prospects’ values, experiences and history match the criteria established by the organization.

Week 11      Selection and  
Presentation of Top  
Candidates

Top candidates will be presented to County staff and/or Board of Supervisor for consideration to determine which candidates will be interviewed.

Weeks 12-16      Selection Process,  
Interviews, and  
Negotiations

Tripepi Smith will schedule interviews with candidates and provide books containing detailed descriptions of each candidate to the interview panel. We are also willing and able to support the County in the negotiation process of the selected candidate's compensation package.

Exhibit B

**Pricing & Fees**

Contractor’s employees’ time shall be invoiced in quarter-hour increments at the following rates:

Resource	Hourly Rates
Principal	\$350.00
Director / Art Director	\$240.00
Senior Business Analyst	\$190.00
Business Analyst	\$130.00
Junior Business Analyst	\$105.00
Senior Graphic Designer	\$175.00
Graphic Designer	\$120.00
Junior Graphic Designer	\$105.00

For information purposes, and without entitling Contractor to any anticipated amount of work under this Agreement, the total estimated cost per recruitment under Option 1 (Search Support) shall be as follows:

Search Support Deliverable (For One Position)	Estimated Cost
<b>Kick-Off Call / Development of Candidate Profile</b>	\$585.00
<b>Digital Recruitment Brochure</b> <i>Includes two rounds of edits and print file if desired</i>	\$2,945.00
<b>Social Media Outreach</b> <i>Includes up to five social media graphics and copies</i>	\$655.00
<b>Digital Job Ad Posting/Management</b> <i>Includes development of messaging and posting on up to 20</i>	\$590.00
<b>Research &amp; Direct Phone/Email Outreach</b> <i>Includes up to 15 hours of candidate research &amp; outreach</i>	\$2,070.00
<b>Estimated Expenses</b> <i>Includes digital job board costs</i>	\$3,000
<b>TOTAL ESTIMATED PER POSITION</b>	<b>\$9,845.00</b>

For information purposes, and without entitling Contractor to any anticipated amount of work under this Agreement, the total estimated cost per recruitment under Option 2 (Talent Quest) shall be as follows:

TALENT QUEST	COST	NOTES
Executive/Professional Recruitment	\$19,500	Fixed Cost
Estimated Expenses	\$5,000	Estimated
<b>TOTAL PER RECRUITMENT</b>	<b>\$24,500</b>	

The County shall be responsible for reimbursement of expenses reasonably and actually incurred by Contractor, including travel expenses, costs of conducting background investigations, fees to market, push, or promote positions online or through print advertising, consistently with the agreed upon advertising plan. The contractor shall provide proof of all expenses incurred. Expenses include a \$425 fee to post on the PublicCEO job board owned by Tripepi Smith. If expenses are anticipated to exceed the budget outlined above, Contractor will discuss that budget risk with County staff and seek authorization before exceeding that expense budget.

Fees for the community outreach options, if such option is agreed to in writing by the County, are separate from the fixed price as laid out above, as follows:

- Survey and Support for Marketing of Survey Participation – \$1,000
- Zoom-Hosted Focus Group with County-Identified Participants – \$2,250
- In-Person Focus Group with County-Identified Participants – \$3,000
- 1.5 Hour In-Person Community Town Hall Forum Facilitation – \$3,750







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Department of Public Health–Rose Mary Rahn/Heather Silva  
**SUBJECT:** HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE PLAN AND BUDGET

### **SUMMARY:**

#### **Overview:**

The Kings County Department of Public Health is requesting approval for the Health Care Program for Children in Foster Care Plan and Budget. Funding for these services is allocated annually by the State, and Board approval is required for acceptance.

#### **Recommendation:**

- a. Approve the Health Care Program for Children in Foster Care Plan and Budget retroactively effective from July 1, 2023 through June 30, 2024;
- b. Authorize the County Public Health Director as the Health Care Program for Children in Foster Care Authorized Representative;
- c. Adopt the budget change. (4/5 vote required)

#### **Fiscal Impact:**

The recommended action will increase State Aid revenue by \$44,138 and Federal Aid revenue by \$164,487 in the Fiscal Year 2023-24 adopted County budget unit 419000 Child Health Disability. This will be offset by the decrease in the use of Health Realignment by \$208,625.

### **BACKGROUND:**

The Health Care Program for Children in Foster Care (HCPCFC) serves a caseload of about 350 foster children in Kings County. The Public Health Nurses (PHNs) assigned to HCPCFC work collaboratively with the Human Services Agency Child Welfare program social workers to ensure that the preventative health needs of foster children and youth are met, and act as consultants to social workers and probation officers for the medical needs of the children.

(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**

### **HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE PLAN AND BUDGET**

**December 12, 2023**

**Page 2 of 2**

PHN duties include the monitoring and oversight of psychotropic medication for foster care children and children in group homes. The Child Health and Disability Prevention (CHDP) providers in Kings County work closely with families to identify and address health concerns early on when they are often easier to treat. They also maintain continuity of care with each child's ongoing medical, dental, and vision providers and provide ongoing support to help families access the healthcare resources they need.

The budget formulated for this program does not necessarily reflect the entire allocation, as the funding may be based on caseload, the breakdown of Medi-Cal vs. non-Medi-Cal clients, and other funding directives set by the State.

This item is presented for retroactive approval because the department was provided with the annual funding allocation notice by CHDP on July 1, 2023, which caused delays in preparing the Plan and Budget for review and approval. The allocation letter required submission of the signed documents by September 15, 2023. The department submitted draft documents and was provided with an extension for submission of the documents with the required signatures.

This plan and budget have been reviewed and approved by County Counsel as to form.

JULY 1, 2023

HCPCFC PROGRAM LETTER: 23-01

TO: CHILD HEALTH & DISABILITY PREVENTION PROGRAM DIRECTORS,  
DEPUTY DIRECTORS, HEALTHCARE PROGRAM FOR CHILDREN IN  
FOSTER CARE ADMINISTRATORS, MEDICAL CONSULTANTS, AND  
DEPARTMENT OF HEALTH CARE SERVICES STAFF

SUBJECT: HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE FISCAL  
YEAR 2023-2024 ALLOCATION

The purpose of this letter is to provide Health Care Programs for Children in Foster Care (HCPCFC) with their Fiscal Year (FY) 2023-2024 allocation.

This letter serves as each local program's approved state HCPCFC budget and enables each local program to use this letter to develop its budget. Budget approval letters will not be issued. Detailed budget information may be found in the Integrated Systems of Care Division (ISCD) Plan and Fiscal Guidelines (PFG).

Acceptance of funds constitutes an agreement that the receiving local program and its agency will comply with all federal and state requirements pertaining to the HCPCFC program and adhere to all applicable policies and procedures set forth by the Department of Social Services and the Department of Health Care Services. Periodically, the federal program responsible for oversight of the Medicaid program and related state administrative expenditures, will conduct programmatic audits. Finding of a federal audit exception and subsequent liability for repayment of federal Medicaid funds related to the HCPCFC program audit exception, are the exclusive and sole responsibility of each local program.

Each local program remains responsible for overseeing and tracking its expenditures. An audit file must be maintained. At a minimum this audit file should include:

- » Documentation of required time studies, performed during one or more representative months of the fiscal quarter for each budgeted position claimed under Federal Financial Participation (FFP).
- » Documentation in support of claimed expenditures.
- » Documentation to demonstrate compliance with all federal and state requirements pertaining to the HCPCFC program, and adherence to all



July 1, 2023

HCPCFC PROGRAM LETTER 23-01: FISCAL YEAR 2023-2024 ALLOCATION

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applicable policies and procedures set forth by the Department of Social Services and the Department of Health Care Services.

Counties should maintain and be prepared to produce the audit file to State and Federal entities within seven (7) calendar days of a request.

### **Budget Reporting Instructions**

- » Utilize the HCPCFC Budget Workbook.

Budget workbooks may be found in the Templates section of the ISCD Budget Portal<sup>1</sup> and by requested to HCPCFC@dhcs.ca.gov. Questions regarding the ISCD Budget Portal may be directed to ISCDFiscal@dhcs.ca.gov.

- » Sign electronically using Adobe Acrobat Pro DC Self-signed with Digital ID<sup>2</sup> function or DocuSign.<sup>3</sup>

If access to either of these options is not available, scanned signature will be accepted, with the original kept in the local audit file. Electronic signature will be required in FY 2024-25.

- » Submit electronically to the ISCD Budget Portal.

- » Submit only two documents to the ISCD Budget Portal:

- One Excel version of the HCPCFC Budget Workbook  
and
- One signed PDF version of the HCPCFC Budget Workbook

- » Submit only the information requested in the HCPCFC Budget Workbook. Be prepared to provide ISCD with additional documentation to demonstrate compliance with program requirements, upon request.

- » Submit by September 15, 2023.

If all necessary signatures cannot be obtained by this date, submit completed excel workbooks by the deadline and contact HCPCFC@dhcs.ca.gov to request an extension for submission of required signatures.

### **Child Health and Disability Prevention (CHDP) Transition**

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<sup>1</sup> <https://iscdbudget.cloudapps.dhcs.ca.gov/>

<sup>2</sup> <https://helpx.adobe.com/acrobat/using/digital-ids.html>

<sup>3</sup> [https://support.docuSign.com/s/articles/How-do-I-sign-a-DocuSign-document-Basic-Signing?language=en\\_US&rsc=301](https://support.docuSign.com/s/articles/How-do-I-sign-a-DocuSign-document-Basic-Signing?language=en_US&rsc=301)

July 1, 2023

HCPCFC PROGRAM LETTER 23-01: FISCAL YEAR 2023-2024 ALLOCATION

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As announced in CHDP Program Letter and Provider Notices 22-02<sup>4</sup> and 22-06,<sup>5</sup> the CHDP program will be discontinued effective July 1, 2024. Information regarding the transition, including opportunities for stakeholder engagement, can be found on the CHDP Transition webpage.<sup>6</sup> Alternative resources and further information regarding the transition of specific activities to existing delivery systems will be integrated into the CHDP Program webpage<sup>7</sup> and the HCPCFC Program webpage<sup>8</sup> in the coming months.

### Contact Information

Questions regarding the ISCD Budget Portal and expenditure invoicing may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to the central program inbox: HCPCFC@dhcs.ca.gov.

Sincerely,

**ORIGINAL SIGNED BY CORTNEY MASLYN**

Cortney Maslyn, Chief  
Integrated Systems of Care Division  
Department of Health Care Services

### Attachments:

1. FY 2023-24 HCPCFC Allocation Tables
  - A. Base Allocation
  - B. Psychotropic Medication Monitoring & Oversight
  - C. Caseload Relief

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<sup>4</sup> <https://www.dhcs.ca.gov/services/chdp/Documents/CHDP-Provider-Information-Notice-22-02.pdf>

<sup>5</sup> <https://www.dhcs.ca.gov/services/chdp/Documents/CHDP-Provider-Info-Notice-22-06.pdf>

<sup>6</sup> <https://www.dhcs.ca.gov/services/chdp/Pages/CHDP-Transition.aspx>

<sup>7</sup> <https://www.dhcs.ca.gov/services/chdp>

<sup>8</sup> <https://www.dhcs.ca.gov/services/hcpcfc>

July 1, 2023

HCPCFC PROGRAM LETTER 23-01: FISCAL YEAR 2023-2024 ALLOCATION

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Attachment 1A:  
Health Care Program For Children in Foster Care  
Base Allocation  
(07/01/2023 through 06/30/2024)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$177,822	\$533,467	\$711,289
Alpine	\$3,000	\$9,000	\$12,000
Amador	\$8,244	\$24,733	\$32,978
Butte	\$69,351	\$208,052	\$277,403
Calaveras	\$11,801	\$35,403	\$47,204
Colusa	\$5,820	\$17,459	\$23,279
Contra Costa	\$98,126	\$294,377	\$392,502
Del Norte	\$17,459	\$52,377	\$69,836
El Dorado	\$19,884	\$59,651	\$79,535
Fresno	\$408,991	\$1,226,973	\$1,635,964
Glenn	\$7,598	\$22,794	\$30,391
Humboldt	\$55,772	\$167,315	\$223,086
Imperial	\$57,873	\$173,619	\$231,492
Inyo	\$3,000	\$9,000	\$12,000
Kern	\$304,076	\$912,228	\$1,216,304
Kings	\$54,155	\$162,465	\$216,620
Lake	\$13,902	\$41,707	\$55,610
Lassen	\$10,346	\$31,038	\$41,384
Los Angeles	\$2,970,116	\$8,910,347	\$11,880,463
Madera	\$42,192	\$126,577	\$168,769
Marin	\$13,902	\$41,707	\$55,610
Mariposa	\$3,000	\$9,000	\$12,000
Mendocino	\$34,918	\$104,753	\$139,671
Merced	\$89,396	\$268,188	\$357,584
Modoc	\$2,425	\$7,275	\$9,699
Mono	\$3,000	\$9,000	\$12,000
Monterey	\$33,625	\$100,874	\$134,498
Napa	\$15,519	\$46,557	\$62,076
Nevada	\$7,436	\$22,309	\$29,745
Orange	\$400,423	\$1,201,270	\$1,601,693
Placer	\$29,260	\$87,780	\$117,039
Plumas	\$5,658	\$16,974	\$22,632
Riverside	\$509,218	\$1,527,654	\$2,036,873
Sacramento	\$254,771	\$764,312	\$1,019,083
San Benito	\$5,658	\$16,974	\$22,632
San Bernardino	\$862,761	\$2,588,283	\$3,451,044
San Diego	\$336,731	\$1,010,192	\$1,346,922

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HCPCFC PROGRAM LETTER 23-01: FISCAL YEAR 2023-2024 ALLOCATION

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Attachment 1A:  
Health Care Program For Children in Foster Care  
Base Allocation  
(07/01/2023 through 06/30/2024)

<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
San Francisco	\$100,227	\$300,681	\$400,908
San Joaquin	\$193,826	\$581,479	\$775,305
San Luis Obispo	\$41,546	\$124,637	\$166,183
San Mateo	\$21,985	\$65,956	\$87,941
Santa Barbara	\$65,309	\$195,928	\$261,237
Santa Clara	\$93,114	\$279,343	\$372,457
Santa Cruz	\$24,572	\$73,715	\$98,287
Shasta	\$64,824	\$194,473	\$259,297
Sierra	\$3,000	\$9,000	\$12,000
Siskiyou	\$10,508	\$31,523	\$42,031
Solano	\$63,693	\$191,078	\$254,771
Sonoma	\$82,283	\$246,850	\$329,133
Stanislaus	\$98,934	\$296,801	\$395,735
Sutter	\$14,064	\$42,192	\$56,256
Tehama	\$18,591	\$55,772	\$74,362
Trinity	\$3,071	\$9,214	\$12,286
Tulare	\$145,491	\$436,473	\$581,964
Tuolumne	\$12,609	\$37,828	\$50,437
Ventura	\$77,272	\$231,815	\$309,087
Yolo	\$53,832	\$161,495	\$215,327
Yuba	\$28,452	\$85,355	\$113,806
City of Berkeley	\$6,143	\$18,429	\$24,572
<b>Total</b>	<b>\$8,170,573</b>	<b>\$24,511,719</b>	<b>\$32,682,292</b>

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Attachment 1B:  
Health Care Program For Children in Foster Care  
Psychotropic Medication Monitoring and Oversight Allocation  
(07/01/2023 through 06/30/2024)

<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
Alameda	\$40,795	\$122,386	\$163,181
Alpine	\$3,659	\$10,975	\$14,634
Amador	\$3,659	\$10,975	\$14,634
Butte	\$18,293	\$54,878	\$73,171
Calaveras	\$3,659	\$10,975	\$14,634
Colusa	\$3,659	\$10,975	\$14,634
Contra Costa	\$36,585	\$109,756	\$146,341
Del Norte	\$3,659	\$10,975	\$14,634
El Dorado	\$10,976	\$32,926	\$43,902
Fresno	\$54,878	\$164,634	\$219,512
Glenn	\$3,659	\$10,975	\$14,634
Humboldt	\$7,317	\$21,951	\$29,268
Imperial	\$14,634	\$43,903	\$58,537
Inyo	\$3,659	\$10,975	\$14,634
Kern	\$40,244	\$120,732	\$160,976
Kings	\$7,317	\$21,951	\$29,268
Lake	\$7,317	\$21,951	\$29,268
Lassen	\$3,659	\$10,975	\$14,634
Los Angeles	\$526,829	\$1,580,488	\$2,107,317
Madera	\$3,659	\$10,975	\$14,634
Marin	\$3,659	\$10,975	\$14,634
Mariposa	\$3,659	\$10,975	\$14,634
Mendocino	\$10,976	\$32,926	\$43,902
Merced	\$10,976	\$32,926	\$43,902
Modoc	\$3,659	\$10,975	\$14,634
Mono	\$3,659	\$10,975	\$14,634
Monterey	\$14,634	\$43,903	\$58,537
Napa	\$3,659	\$10,975	\$14,634
Nevada	\$3,659	\$10,975	\$14,634
Orange	\$47,561	\$142,683	\$190,244
Placer	\$7,317	\$21,951	\$29,268
Plumas	\$3,659	\$10,975	\$14,634
Riverside	\$102,439	\$307,317	\$409,756
Sacramento	\$73,171	\$219,512	\$292,683
San Benito	\$3,659	\$10,975	\$14,634
San Bernardino	\$142,683	\$428,049	\$570,732



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HCPCFC PROGRAM LETTER 23-01: FISCAL YEAR 2023-2024 ALLOCATION

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Attachment 1B:  
Health Care Program For Children in Foster Care  
Psychotropic Medication Monitoring and Oversight Allocation  
(07/01/2023 through 06/30/2024)

<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
San Diego	\$80,488	\$241,463	\$321,951
San Francisco	\$25,610	\$76,829	\$102,439
San Joaquin	\$51,220	\$153,658	\$204,878
San Luis Obispo	\$14,634	\$43,903	\$58,537
San Mateo	\$10,976	\$32,926	\$43,902
Santa Barbara	\$14,634	\$43,903	\$58,537
Santa Clara	\$36,585	\$109,756	\$146,341
Santa Cruz	\$7,317	\$21,951	\$29,268
Shasta	\$14,634	\$43,903	\$58,537
Sierra	\$3,658	\$10,976	\$14,634
Siskiyou	\$3,658	\$10,976	\$14,634
Solano	\$10,975	\$32,927	\$43,902
Sonoma	\$18,292	\$54,879	\$73,171
Stanislaus	\$29,267	\$87,806	\$117,073
Sutter	\$7,316	\$21,952	\$29,268
Tehama	\$3,658	\$10,976	\$14,634
Trinity	\$3,658	\$10,976	\$14,634
Tulare	\$21,951	\$65,855	\$87,806
Tuolumne	\$3,658	\$10,977	\$14,635
Ventura	\$25,609	\$76,831	\$102,440
Yolo	\$14,634	\$43,904	\$58,538
Yuba	\$7,316	\$21,953	\$29,269
City of Berkeley	\$3,107	\$9,322	\$12,429
<b>Total</b>	<b>\$1,650,000</b>	<b>\$4,950,000</b>	<b>\$6,600,000</b>

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HCPCFC PROGRAM LETTER 23-01: FISCAL YEAR 2023-2024 ALLOCATION

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Attachment 1C:  
Health Care Program For Children in Foster Care  
Caseload Relief Allocation  
(07/01/2023 through 06/30/2024)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$97,126	\$291,374	\$388,500
Alpine	\$0	\$0	\$0
Amador	\$3,996	\$11,989	\$15,985
Butte	\$36,351	\$109,051	\$145,402
Calaveras	\$5,836	\$17,509	\$23,345
Colusa	\$3,172	\$9,516	\$12,688
Contra Costa	\$67,880	\$203,639	\$271,519
Del Norte	\$4,821	\$14,464	\$19,285
El Dorado	\$19,095	\$57,285	\$76,380
Fresno	\$133,095	\$399,283	\$532,378
Glenn	\$5,075	\$15,226	\$20,301
Humboldt	\$23,346	\$70,036	\$93,382
Imperial	\$28,611	\$85,832	\$114,443
Inyo	\$1,161	\$3,483	\$4,644
Kern	\$109,940	\$329,818	\$439,758
Kings	\$24,171	\$72,511	\$96,682
Lake	\$10,341	\$31,021	\$41,362
Lassen	\$4,314	\$12,942	\$17,256
Los Angeles	\$1,389,880	\$4,169,636	\$5,559,516
Madera	\$21,125	\$63,376	\$84,501
Marin	\$5,963	\$17,890	\$23,853
Mariposa	\$1,903	\$5,710	\$7,613
Mendocino	\$17,318	\$51,956	\$69,274
Merced	\$33,495	\$100,487	\$133,982
Modoc	\$963	\$2,889	\$3,852
Mono	\$0	\$0	\$0
Monterey	\$27,659	\$82,978	\$110,637
Napa	\$8,310	\$24,932	\$33,242
Nevada	\$3,996	\$11,989	\$15,985
Orange	\$150,604	\$451,810	\$602,414

July 1, 2023

HCPCFC PROGRAM LETTER 23-01: FISCAL YEAR 2023-2024 ALLOCATION

Page 9 of 9

Attachment 1C:  
Health Care Program For Children in Foster Care  
Caseload Relief Allocation  
(07/01/2023 through 06/30/2024)

<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
Placer	\$14,211	\$42,632	\$56,843
Plumas	\$3,172	\$9,516	\$12,688
Riverside	\$219,497	\$658,493	\$877,990
Sacramento	\$151,429	\$454,285	\$605,714
San Benito	\$3,679	\$11,038	\$14,717
San Bernardino	\$381,013	\$1,143,039	\$1,524,052
San Diego	\$173,441	\$520,324	\$693,765
San Francisco	\$57,856	\$173,568	\$231,424
San Joaquin	\$98,139	\$294,419	\$392,558
San Luis Obispo	\$26,328	\$78,981	\$105,309
San Mateo	\$18,206	\$54,621	\$72,827
Santa Barbara	\$28,357	\$85,071	\$113,428
Santa Clara	\$74,668	\$224,002	\$298,670
Santa Cruz	\$17,382	\$52,147	\$69,529
Shasta	\$28,166	\$84,500	\$112,666
Sierra	\$0	\$0	\$0
Siskiyou	\$6,725	\$20,174	\$26,899
Solano	\$27,469	\$82,407	\$109,876
Sonoma	\$33,433	\$100,297	\$133,730
Stanislaus	\$48,214	\$144,641	\$192,855
Sutter	\$11,102	\$33,305	\$44,407
Tehama	\$13,830	\$41,489	\$55,319
Trinity	\$3,299	\$9,896	\$13,195
Tulare	\$67,371	\$202,115	\$269,486
Tuolumne	\$6,660	\$19,983	\$26,643
Ventura	\$53,606	\$160,818	\$214,424
Yolo	\$27,216	\$81,647	\$108,863
Yuba	\$13,701	\$41,109	\$54,810
City of Berkeley	\$2,283	\$6,851	\$9,134
<b>Total</b>	<b>\$3,850,000</b>	<b>\$11,550,000</b>	<b>\$15,400,000</b>

### Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: <b>KINGS</b>				Fiscal Year: 2023-2024	
Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates (From / To)	Date Last Reviewed by County/City	Name of Person Responsible for This MOU/IAA?	Did This MOU/IAA Change? (Yes or No)
CHDP/HSA/PO	MOU	7/2023-6/2025	6/27/2023	Nichole Fisher	Yes
(Federal)					
HSA/PO/HPCFC	MOU	7/2023-6/2025	6/27/2023	Nichole Fisher	Yes
(Federal)					
Head Start/Lead	IAA	7/2023-6/2026	7/18/2023	Marjorie Batin	Yes
CCS & SELPA (Updates In Process-on hold since 2018)	IAA	2/2022-6/2024	7/1//2021	Marjorie Batin	No
CCS/MTU CT Physician	MOU	N/A	1/31/2019	Marjorie Batin	No
(Physician retired. No current physician)					

**Health Care Program for Children in Foster Care**

**Budget Workbook Instructions**

1. Detailed instructions for completion and submission of the Health Care Program for Children in Foster Care (HCPCFC) budget can be found within this workbook, the yearly HCPCFC Allocation Letter, and the Plan & Fiscal Guidelines.
2. Within each sheet of this reporting workbook are cells shaded in yellow. These cells will accept data. Rows may be expanded as needed.
3. Within each sheet of this reporting workbook are cells shaded in grey. These cells will automatically pull data from previously entered information.
4. Budget Submission Instructions
  - Budgets should be submitted to the ISCD Budget Portal by the due date provided in the yearly HCPCFC Allocation Letter.
  - A budget submission must consist of two documents:
    - I. Reporting Workbook in Excel Format
    - II. Reporting Workbook in Electronically Signed PDF Format
5. Documents submitted to DHCS should be signed by Adobe Acrobat Pro DC Self-signed with Digital ID function or DocuSign. If access to either of these options is not available, please contact your DHCS HCPCFC Liaison at [HCPCFC@dhcs.ca.gov](mailto:HCPCFC@dhcs.ca.gov).
6. Submissions need only include the information requested in the attached HCPCFC Budget Reporting Workbook. Programs should be prepared to provide ISCD with documentation to demonstrate compliance with program requirements upon request.
7. Programs that are unable to obtain all necessary signatures by Friday, September 15, 2023 are asked to submit their budget in excel format by this date, and contact the program inbox to request an extension for the submission of the required signatures.
8. Questions regarding access to the ISCD Budget Portal and expenditure invoicing may be directed to: [ISCDFiscal@dhcs.ca.gov](mailto:ISCDFiscal@dhcs.ca.gov). All other questions may be directed to: [HCPCFC@dhcs.ca.gov](mailto:HCPCFC@dhcs.ca.gov).

**Health Care Program for Children in Foster Care**

<b>Agency Information</b>		County/City: Kings	Fiscal Year: 2023-24	
Street Address:	330 Campus Drive	Health Officer Name:	Milton Teske, M.D.	
City:	Hanford	HCPCFC Central Email	N/A	
Zip Code:	93230	Address:	330 Campus Dr Hanford, C	
Authorized HCPCFC Representative		Director of Social Services Agency		
Name, Title:	Rose Mary Rahn, Director of	Name:	Wendy Osifkafo	
Phone:	(559) 852-2625	Phone:	(559) 852-2200	
Email:	RoseMary.Rahn@co.kings.c	Email:	Wendy.Osifako@co.kings.c	
Clerk of the Board of Supervisors		Chief Probation Officer		
Name:	Catherine Venturella	Name:	Leonard A. Bakker II	
Phone:	(559) 852-2362	Phone:	(559) 852-2850	
Email:	Catherine.Venturella@co.k	Email:	leonard.bakker@co.kingsc	
List All HCPCFC Program Staff			ounty.ca.us	
Name:	Title:	Support Staff	PHN	Email:
1	Nichole Fisher	Supervising Public Health Nurse	Yes	Nichole.Fisher@co.kings.ca.us
2	Alicia Rodi	Public Health Nurse	Yes	Alicia.Rodi@co.kings.ca.us
3	Barbara Bennett	Public Health Nurse	Yes	Barbara.Bennett@co.kings.ca.us
4	Erik Alba	Office Assistant	Yes	Erik.Alba@co.kings.ca.us
5				
6				
7				
8				
9				
10				

*View additional rows by selecting the "+" to the left.*

**Health Care Program for Children in Foster Care**

<b>Certification Statement</b>	<b>County/City:</b>	<b>Fiscal Year:</b>
	Kings	2023-24

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Rose Mary Rahn, Director of Public Health

HCPCFC/County Authorized Representative

Signature

Date

Richard Valle, Chair Kings County Board of Supervisors

Local Governing Body Chairperson Name,

Signature

Date

**Health Care Program for Children in Foster Care**

Base Budget Worksheet					County/City Name:		Fiscal Year:				
					Kings		2023-24				
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Nichole Fisher	Supervising Pu	0	Yes	0%	\$113,006	\$0	0%	\$0	100%	\$0
2	Alicia Rodi	Public Health N	0	Yes	70%	\$80,558	\$56,511	90%	\$50,860	10%	\$5,651
3	Barbara Bennet	Public Health N	0	Yes	70%	\$101,317	\$71,074	90%	\$63,966	10%	\$7,107
4	Erik Alba	Office Assistan	Yes	0	0%	\$41,658	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
<i>View additional rows by selecting the "+" to the left.</i>											
Total Net Salaries and Wages							\$127,585		\$114,827		\$12,759
Staff Benefits (Specify %)			42%				\$53,586		\$48,227		\$5,359
I. Total Personnel Expenses							\$181,171		\$163,054		\$18,118
II. Total Operating Expenses (List in Narrative)							\$7,175		\$0		\$7,175
III. Total Capital Expenses (List in Narrative)											\$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		15%				\$28,274				\$28,274
2.	External (Specify %)		0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$28,274				\$28,274
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$216,620		\$163,054		\$53,567

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Rose Mary Rahn, Director of Public Health			
Authorized HCPCFC Signor Name, Title	Signature	Date	<i>Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.</i>



**Health Care Program for Children in Foster Care**

<b>Base Budget Narrative</b>		County/City Name: Kings	Fiscal Year: 2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
No changes to number of budgeted personnel. Increase in pay is due to cost of living adjustments and salary step increases. FTE percentage decreased from 1.0 to 0.70 based on historical information regarding actual times invoiced. As well, a 2nd PHN is added due to new hiring at .70%.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
Various regional, state, and local meetings for program updates, policies, and procedures, and travel to provide health training and technical assistance to other agencies/programs that interface with the medical, dental, mental and developmental health care needs of the client in foster care. Trainings related to of medical/health aspects of the HCPCFC including special health care services needs of the clients in foster care, standards of care, guidelines for best practices, etc.			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
Capital Expenses cannot be included in this budget.			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	N/A		
External:	N/A		
V. Other Expenses Identify and Explain All Other Expense Line Items			
Training added in Operating - \$7175 - will be sending staff to the 2024 San Diego Child Abuse Conference.			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Rose Mary Rahn, Director of Public Health		
Authorized HCPCFC Signor Name, Title	Signature	Date

**Health Care Program for Children in Foster Care**

Psychotropic Medication Monitoring & Oversight Budget Worksheet					County/City Name: Kings		Fiscal Year: 2023-24				
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Nichole Fisher	Supervising Pu	0	Yes	3%	\$113,006	\$3,182	100%	\$3,182	0%	\$0
2	Alicia Rodi	Public Health N	0	Yes	9%	\$80,558	\$6,847	100%	\$6,847	0%	\$0
3	Barbara Bennet	Public Health N	0	Yes	9%	\$101,317	\$8,612	100%	\$8,612	0%	\$0
4	Erik Alba	Office Assistant	Yes	0	0%	\$41,658	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
<i>View additional rows by selecting the "+" to the left.</i>											
Total Net Salaries and Wages							\$18,642		\$18,642		\$0
Staff Benefits (Specify %)			42%				\$7,830		\$7,830		\$0
I. Total Personnel Expenses							\$26,472		\$26,472		\$0
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		15%				\$2,796				\$2,796
2.	External (Specify %)		0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$2,796				\$2,796
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$29,268		\$26,472		\$2,796

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

<b>Rose Mary Rahn, Director of Public Health</b>			
Authorized HCPCFC Signor Name, Title	Signature	Date	<i>Budget Summary tables can be found on the "Summary Tables" sheet of this</i>

**Health Care Program for Children in Foster Care**

<b>Psychotropic Medication Monitoring &amp; Oversight Budget Narrative</b>	County/City Name:	Fiscal Year:
	Kings	2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses		
Addition of a Supervising Public Health Nurse at .30 FTE.		
II. Operating Expenses Identify and Explain All Operating Expense Line Items		
N/A		
III. Capital Expenses Identify and Explain All Capital Expense Line Items		
N/A		
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items		
Internal:	N/A	
External:	N/A	
V. Other Expenses Identify and Explain All Other Expense Line Items		
N/A		

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Rose Mary Rahn, Director of Public Health		
Authorized HCPCFC Signor Name, Title	Signature	Date

**Health Care Program for Children in Foster Care**

Caseload Relief Budget Worksheet						County/City Name:		Fiscal Year:			
						Kings		2023-24			
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Nichole Fisher	Supervising Pu	0	Yes	11%	\$113,006	\$12,061	70%	\$8,443	30%	\$3,618
2	Alicia Rodi	Public Health N	0	Yes	21%	\$80,558	\$17,191	90%	\$15,472	10%	\$1,719
3	Barbara Bennett	Public Health N	0	Yes	21%	\$101,317	\$21,621	90%	\$19,459	10%	\$2,162
4	Erik Alba	Office Assistan	Yes	0	20%	\$41,658	\$8,332	0%	\$0	100%	\$8,332
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
<i>View additional rows by selecting the "+" to the left.</i>											
Total PHN FTE %					53%			250%			
Total Direct Support Staff FTE %					20%			0%			
Total Net Salaries and Wages							\$59,205		\$43,374		\$15,831
Staff Benefits (Specify %)			42%				\$24,866		\$18,217		\$6,649
I. Total Personnel Expenses							\$84,071		\$61,591		\$22,480
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1. Internal (Specify %)			15%				\$12,611				\$12,611
2. External (Specify %)			0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$12,611				\$12,611
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$96,682		\$61,591		\$35,091

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Rose Mary Rahn, Director of Public Health			
Authorized HCPCFC Signor Name, Title	Signature	Date	<i>Budget Summary tables can be found on the "Summary Tables" sheet of this</i>

**Health Care Program for Children in Foster Care**

<b>Caseload Relief Budget Narrative</b>		County/City Name:	Fiscal Year:
		Kings	2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
Increase in pay is due to cost of living adjustments and salary step increases. Supervising Public Health Nurse @ .11 FTE and Office Assistant @ .20 FTE was added to support the program.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
N/A			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
N/A			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	N/A		
External:	N/A		
V. Other Expenses Identify and Explain All Other Expense Line Items			
N/A			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Rose Mary Rahn, Director of Public Health		
Authorized HCPCFC Signor Name, Title	Signature	Date

**Health Care Program for Children in Foster Care**

City or County Match (Optional) Budget Worksheet					County/City Name:		Fiscal Year:				
					Kings		2023-24				
Column			1A	1B	1	2A	2	3A	3		
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Nichole Fisher	Supervising Pu	0	Yes	0%	\$0	\$0	0%	\$0	100%	\$0
2	Alicia Rodi	Public Health N	0	Yes	0%	\$0	\$0	0%	\$0	100%	\$0
3	Barbara Bennet	Public Health N	0	Yes	0%	\$0	\$0	0%	\$0	100%	\$0
4	Erik Alba	Office Assistant	Yes	0	0%	\$0	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
<i>View additional rows by selecting the "+" to the left.</i>											
Total Net Salaries and Wages							\$0		\$0		\$0
Staff Benefits (Specify %)			0%				\$0		\$0		\$0
<b>I. Total Personnel Expenses</b>							\$0		\$0		\$0
<b>II. Total Operating Expenses (List in Narrative)</b>							\$0		\$0		\$0
<b>III. Total Capital Expenses (List in Narrative)</b>							\$0				\$0
<b>IV. Indirect Expenses (List in Narrative)</b>											
1.	Internal (Specify %)		0%				\$0				\$0
2.	External (Specify %)		0%				\$0				\$0
<b>IV. Total Indirect Expenses (List in Narrative)</b>							\$0				\$0
<b>V. Total Other Expenses (List in Narrative)</b>							\$0				\$0
<b>Budget Grand Total</b>							\$0		\$0		\$0

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff.

By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Rose Mary Rahn, Director of Public Health

Authorized HCPCFC Signor Name, Title

Signature

Date

*Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.*

**Health Care Program for Children in Foster Care**

<b>City or County Match (Optional) Budget Narrative</b>	County/City Name:	Fiscal Year:
	Kings	2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses		
II. Operating Expenses Identify and Explain All Operating Expense Line Items		
III. Capital Expenses Identify and Explain All Capital Expense Line Items		
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items		
Internal:		
External:		
V. Other Expenses Identify and Explain All Other Expense Line Items		

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Rose Mary Rahn, Director of Public Health		
Authorized HCPCFC Signor Name, Title	Signature	Date

**Health Care Program for Children in Foster Care**

Budget Summary							County/City:			Fiscal Year:		
							Kings			2023-24		
Funding Source:	Base			PMM&O			Caseload Relief			County/City-Federal		
A	B	C	D	B	C	D	B	C	D	B	C	D
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	\$181,171	\$163,054	\$18,118	\$26,472	\$26,472	\$0	\$84,071	\$61,591	\$22,480	\$0	\$0	\$0
II. Total Operating Expenses	\$7,175	\$0	\$7,175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Total Capital Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
IV. Total Indirect Expenses	\$28,274		\$28,274	\$2,796		\$2,796	\$12,611		\$12,611	\$0		\$0
V. Total Other Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Budget Grand Total	\$216,620	\$163,054	\$53,567	\$29,268	\$26,472	\$2,796	\$96,682	\$61,591	\$35,091	\$0	\$0	\$0
E	F	G	H	F	G	H	F	G	H	F	G	H
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced
State/County Funds	\$54,155	\$40,764	\$13,392	\$7,317	\$6,618	\$699	\$24,170	\$15,398	\$8,773	\$0	\$0	\$0
Federal Funds (Title XIX)	\$162,465	\$122,291	\$40,175	\$21,951	\$19,854	\$2,097	\$72,511	\$46,193	\$26,318	\$0	\$0	\$0
Budget Grand Total	\$216,620	\$163,054	\$53,567	\$29,268	\$26,472	\$2,796	\$96,682	\$61,591	\$35,091	\$0	\$0	\$0

Rose Mary Rahn, Director of Public Health

Authorized HCPCFC Signor Name, Title

Signature

Date



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	
Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	Health - Child Health & Disability	Foster Care/St Aid - CHDPP Admin		419000 /41560 0	85022	\$29,383
GENERAL	Health - Child Health & Disability	Foster Care /Intergovtl Rev-Fed Grant		419000 /41560 0	86037	\$109,605
GENERAL	Health - Child Health & Disability	Foster Care /St Aid-MV Realignment		419000 /41560 0	85002	(\$138,988)
GENERAL	Health - Child Health & Disability	HCPCFC Relief/St Aid - CHDPP ADMIN		419000 /41580 0	85022	\$10,298
GENERAL	Health - Child Health & Disability	HCPCFC Relief/Intergovtl Rev-Fed Grant		419000 /41580 0	86037	41,519
GENERAL	Health - Child Health & Disability	HCPCFC Relief/St Aid-MV Realignment		419000 /41580 0	85002	(\$51,817)
GENERAL	Health - Child Health & Disability	HCPCFC Psych Meds/St Aid - CHDPP ADMIN		419000 /41940 0	85022	\$4,457
GENERAL	Health - Child Health & Disability	HCPCFC Psych Meds /Intergovtl Rev-Fed Grant		419000 /41940 0	86037	\$13,363
GENERAL	Health - Child Health & Disability	HCPCFC Psych Meds/St Aid-MV Realignment		419000 /41940 0	85002	(\$17,820)
					TOTAL	\$0

**(B) Budget Transfer:**

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

Explanation: The recommended action will increase State Aid revenue by \$44,138 and Federal Aid revenue by \$164,487 in the FY 2023-24 adopted County budget unit 419000 Child Health Disability. This will be

offset by the decrease in the use of Health Realignment by \$208,625.

*Rose Mary Rahn*

Dept. of Finance Approval *Dominique C. Cruz* Department Head 990E4008E21399DDE7E1F7CE2152D177 readysign

Administration Approval \_\_\_\_\_ Board Approval \_\_\_\_\_

BOS meeting date: \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn/Everardo Legaspi

**SUBJECT:** SENATE BILL 1383 LOCAL ASSISTANCE GRANT APPLICATION

### **SUMMARY:**

#### **Overview:**

The California Department of Resources Recycling and Recovery (CalRecycle) administers various grants to aid local jurisdictions implement required regulations. Senate Bill (SB) 1383 Local Assistance Grant funds provide assistance to reduce emissions of short-lived climate pollutants by reducing organic waste disposal.

#### **Recommendation:**

**Adopt a Resolution authorizing the submittal of the application to CalRecycle for Senate Bill 1383 Local Assistance Grant to reduce greenhouse gas emissions through organic waste diversion.**

#### **Fiscal Impact:**

Grant funding for Kings County is estimated to be \$75,000. The final award amount will be determined by CalRecycle in March 2024. If approved, there will be an increase in the current Fiscal Year 2023-24, budget unit 411500 Environmental Health Services for the estimated award.

### **BACKGROUND:**

In September 2016, Governor Edmund Brown Jr. set goals to reduce short-lived climate pollutants (SLCP) such as methane. These targets, outlined in SB 1383 Lara, Chapter 395, Statutes of 2016, require a 50% reduction in organic waste disposal by 2020 and a 75% reduction by 2025. Additionally, by the year 2025, the plan strives to salvage a minimum of 20% of the surplus food that is currently being discarded, with the intention of making it available for human consumption. Every year an estimated 2.5 billion meals worth of potentially donatable food is sent to landfills. Diverting this food waste would not only conserve landfill space but also provide nourishment to millions of Californians.

Regulations require jurisdictions to offer organic waste collection services to both single-family and multifamily residences, regardless of their size, as well as businesses that produce organic waste. The collection and proper management of organic waste from residential and commercial sources are essential in diverting waste from landfills and minimizing greenhouse gas emissions. As per CalRecycle, approximately 75% of communities in California have already implemented organic waste collection and food recovery programs.

(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**

### **SENATE BILL 1383 LOCAL ASSISTANCE GRANT APPLICATION**

**December 12, 2023**

**Page 2 of 2**

The regulations allow for flexibility and deadline extensions when extenuating circumstances may cause compliance issues. In 2021, the Legislature and Governor Gavin Newsom granted jurisdictions additional time to ensure compliance with the plan.

The annual SB 1383 Local Assistance Grant program is a non-competitive grant designed to provide local jurisdictions financial support to comply with the regulatory requirements of SB 1383. These obligations encompass a range of requirements, including capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation, and record keeping. Additional SB1383 Local Assistance Grants may be offered by CalRecycle to help local jurisdictions achieve compliance. SB 1383 Local Assistance Grant funding for Kings County is estimated to be \$75,000. The final award amount will be determined by CalRecycle in March 2024.

The department intends to utilize the grant to support the development of the Kings County FED (Food Education and Donations) program. The objective of Kings County FED is to develop education materials, reduce food waste, alleviate hunger, and build a sustainable food recovery network while complying with SB 1383 requirements. This program will primarily focus on enhancing education and outreach to Tier 1 and 2 facilities and generators in unincorporated areas, and educational support for other jurisdictions within Kings County. Additionally, the department intends to utilize the grant to defray the costs of developing and distributing educational materials to include but not limited to brochures, videos, and workshops, to raise awareness about the county's Edible Food Recovery efforts in English and Spanish. This will further support and foster partnerships with existing community organizations while also conducting outreach to additional community organizations to strengthen the impact of the Kings County FED program for Edible Food Recovery initiatives and requirements.

CalRecycle's application procedures require the Board to transfer Signature Authority for all documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure funds and implement the approved project to the Public Health Director, the reason for this delegation is due to the need to sign documents electronically. Prior to execution by the Director of Public Health, the SB 1383 Local Assistance Grant standard agreement will be reviewed and approved by County Counsel.

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 AUTHORIZING  
CALRECYCLE GRANT PROGRAMS  
APPLICATIONS \_\_\_\_\_ /

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

WHEREAS, Public Resources Code sections 48000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, the Kings County Public Health Department's Division of Environmental Health Services is the local jurisdiction in Kings County to receive funding to assist with the implementation of the regulation requirements associated with SB 1383; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Supervisors of Kings County authorizes the submittal of applications to CalRecycle for SB 1383 Local Assistance Grant Program for which the Environmental Health Services Division of the Health Department is eligible.

BE IT FURTHER RESOLVED that the Director of Public Health, or their designee, is hereby authorized and empowered to execute in the name of the County of Kings all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five years from the date of adoption.

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Catherine Venturella, Clerk  
Board of Supervisor, County of Kings



**JOE NEVES – DISTRICT 1**  
LEMOORE & STRATFORD

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

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

**RUSTY ROBINSON – DISTRICT 4**  
ARMONA & HANFORD

**RICHARD FAGUNDES – DISTRICT 5**  
HANFORD & BURRIS PARK

# COUNTY OF KINGS BOARD OF SUPERVISORS

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

December 12, 2023

Pursuant to the Resolution authorizing an application for the SB 1383 Local Assistance Grant, I am the designated Signature Authority for Board of Supervisors, County of Kings. I am authorized by the Resolution to execute on behalf of Board of Supervisors, County of Kings all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to the Director of Public Health, County of Kings.

This delegation is effective upon execution for a period of five years.

---

Richard Valle, Chairperson  
Board of Supervisors, County of Kings  
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 December 12, 2023

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Mitchel Cabrera  
**SUBJECT:** KINGS COUNTY FIRE DEPARTMENT, FIRE STATION NO. 5 – PARTIAL REMODEL

### **SUMMARY:**

#### **Overview:**

On January 11, 2022, the Board awarded the Kings County Fire Station No.5 – Partial Remodel project design to DKJ Architects, Inc., through the Request for Proposals (RFP) process. Through the course of the project and coordination with Kings County Public Works and Fire Departments, changes to the design were needed to accommodate fire apparatus equipment and to modify the existing parking lot from asphaltic Concrete (AC) to a Portland Cement Concrete (PCC) pavement. The new parking lot is designed to have new landscape areas with drought resistant trees. As part of these improvements, an irrigation design is necessary to provide water to the landscape areas along the west and east side of the reconstructed parking lot.

#### **Recommendation:**

**Approve the Second Amendment with DKJ Architects, Inc. for the Kings County Fire Station No. 5 – Partial Remodel project.**

#### **Fiscal Impact:**

This project is a Capital project and will not impact the General Fund. The project will utilize funding secured from the High-Speed Rail budgeted in fiscal year 2023-2024 through budget unit 700000. The Consultant fee is \$127,485 including Amendment II in the amount of \$3,685 .

### **BACKGROUND:**

Construction of the California High Speed Rail has created the need to relocate the County of Kings Fire Station No. 4 with funding secured from the High Speed Rail Authority. The County of Kings intends to utilize these funds to relocate the existing fire station No.4 and provide a partial remodel of fire station No.5. The existing fire station No. 5 in Armona will undergo a partial remodel to accommodate the ladder truck and additional

(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**

### **KINGS COUNTY FIRE DEPARTMENT, FIRE STATION NO. 5 – PARTIAL REMODEL PROJECT**

**December 12, 2023**

**Page 2 of 2**

staff currently housed in fire station No.4. The project is intended to prepare a final set of plans, specifications and estimate (PS&E) for the remodel of the existing Fire Station No. 5 building. Due to the size of the fire apparatus ladder truck and necessary space needed for staff to accommodate tools and equipment, the fire apparatus bay will need to be extended longitudinally and diagonally. Amendment I to consultant services agreement resulted from the need to extend the fire apparatus bay longitudinally which was not anticipated during the initial design. Additionally, Amendment I included the reconstruction and expansion of the existing parking lot to be designed to withstand the anticipated loads from the fire apparatus trucks.

The reconstruction of the parking lot will include landscape that is intended to reduce the heat wave effect by providing some trees and shrubs along the west and east sides of the parking lot. Due to the nature of the parking lot reconstruction, Amendment II to the consultant services agreement is necessary to include an irrigation design to provide irrigation of the landscape areas anticipated for the project.

Amendment II to the Consultant Service Agreement has been reviewed and approved by County Counsel as to form.

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

**COUNTY OF KINGS  
SECOND AMENDMENT TO AGREEMENT**

This second amendment (“2<sup>nd</sup> Amendment”) to Agreement No. 22-005 is made and entered into on \_\_\_\_\_, 2023, by and between the County of Kings, a political subdivision of the State of California (“County”), and DKJ Architects, Inc., a California corporation (“Consultant”) (singularly a “Party,” collectively the “Parties”).

**RECITALS**

WHEREAS, Agreement No. 22-005 commenced on January 11, 2022, and the 1<sup>st</sup> Amendment commenced on June 27, 2023, for consulting services to prepare a set of Plans, Specification, and Estimate (PS&E) package for Fire Station #5, in Armona;

WHEREAS, the County requires landscape and irrigation design for the new parking lot located on the east and west sides for Fire Station #5;

WHEREAS, Section 6 of Agreement No. 22-005 authorizes the Parties to modify its terms by a written amendment signed by the Parties; and

WHEREAS, the Parties intend to modify Agreement No. 22-005, to reflect changes in the scope of work and compensation for the landscape and irrigation design for the parking lot.

NOW, THEREFORE, the Parties agree as follows:

1. Consultant shall complete the additional work described in **Exhibit E** attached to this 2<sup>nd</sup> Amendment.
2. County shall pay Consultant \$3,685.00 for the additional work as reflected in **Exhibit E**.
3. The recitals and exhibits are integral to and incorporated into this 2<sup>nd</sup> Amendment by this reference.
4. All other terms and conditions of Agreement No. 22-005 and the 1<sup>st</sup> Amendment remain in full force and effect.
5. The Parties may execute this 2<sup>nd</sup> Amendment by electronic means, and in two (2) or more counterparts that together constitute one (1) agreement.
6. Each signatory below is authorized to enter into this 2<sup>nd</sup> Amendment and bind the Party that its signature represents.


///

IN WITNESS WHEREOF, the Parties caused this 2<sup>nd</sup> Amendment to Agreement No. 22-005 on the day and year first written above.

COUNTY OF KINGS

DKJ ARCHITECTS, INC.

By: \_\_\_\_\_  
Richard Valle, Chair  
Kings County Board of Supervisors

By:   
Douglas K. Janzen, President/Architect

ATTEST

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

APPROVE AS TO INSURANCE:

By:  11/19/2023  
Sarah Poots, Risk Manager

APPROVED AS TO FORM:  
Diane Freeman, County Counsel

By:  11/6/2023  
Cindy Crose Kliever, Deputy Count Counsel

Exhibits/Attachments:

**Exhibit E:** 2<sup>nd</sup> Amendment - Compensation/Fees

## EXHIBIT F: COMPENSATION/FEES

DJK Architects  
1736 South Central Street  
Visalia, CA 93277

10-31-23

Thank you for the opportunity to propose on this project. I propose to provide the landscape and irrigation design to include the following tasks:

### Option A

- Landscape design for the new parking lot east and west sides.
- Landscape design for the planter along east side of the building between building and new parking.
- Irrigation design to sustain the planting described above.
- Revise existing irrigation on the west and south sides of the remodeled building to connect to the new water supply.
- The planting will include low water use plants to meet the requirements of the Model Water Efficient Landscape Ordinance (MWELo)
- Water use calculations to meet MWELo requirements.

The above tasks Option A will be provided for a flat fee of \$3,685.00. The fee assumes that DKJ Architects will provide the latest CAD file to use as a base.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Public Works Department - Dominic Tyburski/Duane Cooper

**SUBJECT:** PURCHASE OF EQUIPMENT

**SUMMARY:**

**Overview:**

The Roads Division has a need for two new pieces of equipment. The Striping Machine, which is 10 years old and presents consistent maintenance issues, and the Backhoe Loader which is approximately 16 years old and has exceeded its useful life.

**Recommendation:**

- a. Authorize the purchase of an EZ Liner Model TS-AL600 Truck Mounted Striping Machine;
- b. Authorize the Purchasing Manager to approve the Purchase Order for the EZ Liner using Sourcewell purchasing consortium;
- c. Authorize the purchase of a Backhoe Loader from N&S Tractor;
- d. Authorize the Purchasing Manager to approve the Purchase Order the Backhoe Loader using Sourcewell purchasing consortium;
- e. Adopt the budget change. (4/5 Vote Required)

**Fiscal Impact:**

This purchase will not impact the General Fund as the Road fund will purchase it out of the Road Fund Contingencies 311000 Equipment account for \$1,100,000. The Striping Machine's bid is \$795,285 excluding applicable tax, license and fees pending upon receipt of equipment (out of state purchase), Taxes and fees are estimated to be approximately \$79,529. The Backhoe Loader's bid is \$160,451.

**BACKGROUND:**

The Roads Division has used Sourcewell, as it serves government, education, and nonprofit organizations with cooperative purchasing program that manages solicitation requirements and offers a network of awarded  
(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**

### **PURCHASE OF EQUIPMENT**

**December 12, 2023**

**Page 2 of 2**

contracts. The County has utilized this service for several years, and it complies with the County approved purchasing requirements. The bids have come back over the Purchasing Manager's authority to approve the Purchase Order. The Purchasing Manager requires the Board of Supervisors' approval to authorize separate purchase orders for the Striping Machine from EZ Liner, and Backhoe Loader from N & S Tractor.

The Roads Division's current Striping Machine needs to be replaced as it has 4,000 hours on the motor, is over 10 years old, and continues to present maintenance issues. The Backhoe Loader is approximately 16 years old and has exceeded its useful life.

Staff requests the Board's approval to purchase both pieces of equipment.



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

Auditor Use Only
Date _____
J/E No. _____
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**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Public Works	Roads	Equipment		311000	94000	1,100,000
					TOTAL	1,100,000

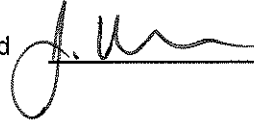
Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Road Fund	Contingencies	Approp for Cont	300110	990000	99000	1,100,000
					TOTAL	1,100,000

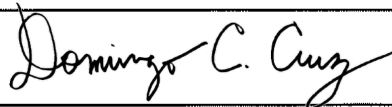
**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					TOTAL	0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
					TOTAL	0

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

Auditor Approval \_\_\_\_\_ Department Head 

CAO Approval  Board Approval \_\_\_\_\_





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Sheriff's Office – David Robinson  
**SUBJECT:** SCHOOL RESOURCE DEPUTY SERVICE AGREEMENT

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests authorization for Sheriff Robinson to sign an agreement with Kings Christian School for School Resource Deputy (SRD) services.

**Recommendation:**

- a. Approve the agreement with Kings Christian School for School Resource Deputy services retroactively effective from October 23, 2023 through June 30, 2024;
- b. Authorize the Sheriff to sign the agreement with Kings Christian School for School Resource Deputy services retroactively effective from October 23, 2023 through June 30, 2024;
- c. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

The Sheriff's Office will not be adding any Deputy Sheriff I/II positions to backfill this new assignment. The only increase in salary and benefits for the remainder of Fiscal Year (FY) 23-24 is estimated at \$6,033. This increase is due to the special assignment pay for SRD positions and will be offset by an estimated \$54,000 in revenue from Kings Christian School to cover the cost of a 0.50 full-time equivalent (FTE) SRD.

**BACKGROUND:**

The Sheriff's Office has been providing SRD services for Kings County schools since 2007. The first SRD started at Central Union Elementary School District after they received a federal Safe Schools grant. Since then, the Sheriff's Office has expanded their School Resource Division and in the most recent fiscal year,

(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**

### **SCHOOL RESOURCE DEPUTY SERVICE AGREEMENT**

**December 12, 2023**

**Page 2 of 2**

services were provided by four SRDs covering six total schools.

SRDs are sworn law enforcement officers that are responsible for safety and crime prevention in schools. The SRDs work in collaboration with school administrators to provide a positive and visible law enforcement presence on school campuses. SRDs work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students.

On September 12, 2023, the Board approved the agreements with Reef-Sunset Unified School District, Lakeside Union Elementary School District, and Armona Unified School District for full time SRD positions. An agreement with Island Union Elementary School District was approved for a 0.50 FTE Deputy Sheriff I/II on October 10, 2023. This Deputy will be assigned to Kings Christian School as well, and during school down time or emergencies the Deputy will be available to assist with other duties as needed for the Sheriff's Office. Kings Christian School agrees to pay 50% of the total actual salary and benefits for each assigned Deputy. The agreement is from October 23, 2023, through June 30, 2024, and will renew each July 1<sup>st</sup> unless modified by mutual written agreement or terminated by either party. The agreement is retroactive because the agreement was not finalized until after the start of October 23, 2023.

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

**AGREEMENT FOR SCHOOL RESOURCE DEPUTY SERVICES**  
**BETWEEN**  
Kings Christian School &  
The County of Kings

This agreement is made by and between Kings Christian School (“Kings Christian”) and the County of Kings, on behalf of the Kings County Sheriff’s Office (“Office”) on the subject of School Resource Deputies (“SRD”) and is dated for reference purposes as of October 23, 2023.

**Recitals**

- A. Kings Christian and the Office desire to set forth the duties and responsibilities of the parties with respect to the SRD Program.
- B. Kings Christian and the Office desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. Kings Christian and the Office desire to promote positive relationships between the school, law enforcement and the community.

Kings Christian and the Office agree as follows:

- 1. **Term of Agreement.** This agreement shall be effective upon the ratification by Kings Christian’s Governing Board and approval by the Kings County Board of Supervisors, and shall cover services rendered from October 23, 2023, through June 30, 2024. This agreement shall be renewed on July 1, 2024, and every July 1s thereafter, unless modified by mutual written agreement or terminated by either party with a minimum of sixty (60) days written notice.
- 2. **Scope of Service.** The Office agrees to assign one (1) sworn peace officer to serve as the SRD at Kings Christian. The SRD will wear the regulation Office uniform and operate a marked Office patrol vehicle while on duty, unless otherwise authorized by an Office supervisor for a specific purpose. The SRD’s duties shall include but not be limited to:
  - a. SRD will provide law enforcement expertise to assist the school staff in maintaining safety at the school site.
  - b. The SRD’s investigation and questioning of students and school staff shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in the danger of any person, flight from the jurisdiction by the person suspected of a crime, or the destruction of evidence.
  - c. The SRD shall notify the school principal as soon as practical of any significant law enforcement actions taken by the SRD or any other peace officer as known to the SRD.

- d. The SRD shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
  - e. The SRD shall be responsible for monitoring the social and cultural environment around Kings Christian to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Office and Kings Christian.
  - f. The SRD may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhances the students' understanding of the law enforcement mission and the responsibilities of citizenship.
  - g. The SRD will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SRD will serve as a positive role model to students.
  - h. At the request of the school principal, the SRD shall attend suspension and expulsion hearings. The SRD shall be prepared to provide testimony on any actions taken by the deputy and on any personally observed conduct of the student witnessed by the deputy. The SRD shall make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Office.
  - i. The SRD shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
  - j. The SRD will work to establish and maintain a collaborative partnership with the school administration to provide a safe environment. The SRD will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.
  - k. The SRD will work to increase communications between law enforcement, students, school staff, and the community. The SRD will work to build positive working relationships with the school staff and parents.
3. **Student Discipline.** The certified administrators of Kings Christian shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled on their campus.
4. **Hours of Employment.** The SRD will work full-time (40 hours a week), except for annual leave allowances, during the normal school year schedule. For the purposes of this agreement, "normal school year schedule" means the dates and times when school is in regular session and during which students are required to attend. "Normal school year schedule" does not include vacation periods, including, but not limited to, observed holidays, winter break, spring break, and summer break.

5. **Selection of Law Enforcement Personnel.** The Office will be responsible for selecting which Office employee will serve as the SRD, or the acting SRD for days when the designated SRD may be on leave, absent for training, or otherwise not available. Kings Christian may provide input regarding the selection of the SRD, provided that final staffing determinations shall be made by the Office in its sole discretion.
6. **Program Criteria.** Kings Christian and the Office will work collaboratively to be responsive to evolving school and law enforcement requirements.
7. **Training and Supervision.** The SRD shall receive his or her work assignments from the Office and shall be supervised in the performance of SRD duties by the Sheriff of Kings County ("Sheriff") or his designee. The Office shall be responsible for training the SRD according to applicable law enforcement standards. The Superintendent of Reef-Sunet or his/her designee will provide the Sheriff with information to assist in evaluating the SRD. Any discipline problems or improprieties involving the SRD shall be brought to the attention of the Sheriff or his designee.
8. **Employment.** The SRD is an employee of the Office and is not an employee or agent of Kings Christian. The SRD shall be subject to the administration, supervision, and control of the Office. The SRD shall be subject to all personnel policies and practices of the Office.
9. **Student Records.**
  - a. The parties agree that the SRD shall be deemed to be a "school official" for the performance of SRD duties on behalf of Kings Christian. The SRD shall therefore be allowed access to student records, but Kings Christian remains in direct control of the use, maintenance, and disclosure of student records in accordance with California Education Code 49076 and any other applicable provisions of law. School officials shall allow the SRD to inspect and copy any student records maintained by the school, for which the SRD has a "legitimate educational interest" within the scope of the SRD's service under this Agreement. This includes access to student directory information to the extent permitted by Kings Christian's policy, classroom assignments, attendance records, and discipline files. However, the SRD may not inspect or copy confidential student records outside the scope of the SRD's service, except as allowed by law.
  - b. If confidential student record information is needed in an emergency to protect the health or safety of students or others, Kings Christian may disclose to the SRD information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
  - c. Pursuant to California Education Code section 48902, the principal or designee shall notify the SRD of any acts of a student that may violate specified provisions of the California Penal Code and California Education Code. This may require disclosure of the student's name or other identifying information to the SRD, along with information related to the underlying offense.
10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to California Welfare and Institutions Code sections 827, 828.1, and 828.3, certain law enforcement records, probation reports, and juvenile case file information may be provided to Kings Christian's

Superintendent or his/her designee. In addition to providing such information directly to Reef-Sunet Superintendent, the SRD may provide such information to the Principal of the school in which a minor students is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

11. **Cost.** In exchange for the provision of SRD services, Kings Christian shall pay the Office as follows:

- a. Fifty percent (50%) of the SRD's salary and benefits, as determined by the Kings County Board of Supervisors and subject to any approved increases.
- b. The parties shall meet prior to the adoption of their respective budgets to discuss the anticipated amounts for the upcoming fiscal year in order to ensure each party allocates sufficient funds for the SRD position.
- c. It is the intent of the parties that Kings Christian shall only pay for the actual amount of time during which the SRD, or a replacement SRD provided by the Sheriff in his discretion, performs SRD duties.

12. **Feedback and Evaluation.** Kings Christian and the Office agree on the importance of evaluating the SRD program. Kings Christian and the Office will work together to develop and implement procedures to provide feedback and evaluation data for the purpose of measuring the program's effectiveness.

13. **Discrimination.** Neither Kings Christian nor the Office shall discriminate against any person in any way on the basis of race, religion, color, national origin, disability, marital status, age, sex, gender, gender identity, or sexual orientation, or any other basis prohibited by law.

14. **Indemnification.**

- a. Kings Christian shall indemnify, defend, and hold harmless the Office, its elected officials, officers, agents, and employees from and against any and all claims, losses, liabilities, damages, demands, actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this agreement, caused in whole by any negligent or willful act or omission of Kings Christian, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Kings Christian.
- b. The Office shall indemnify, defend, and hold harmless Kings Christian, its elected officials, officers, agents, and employees (whether assigned to the Sheriff's Office) from and against any and all claims, losses, liabilities, damages, demands, actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this agreement, caused in whole by any negligent or willful act or omission of the Office, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the Office.
- c. It is the intention of Kings Christian and the Office that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.



- d. Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
15. **Applicable Laws.** The Office shall provide services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives. Nothing herein shall be construed to prohibit the SRD from carrying out his or her ordinary duties as a peace officer, and nothing herein shall be construed to require the SRD to do any act prohibited by law, even if directed by an employee of Kings Christian with authority to provide such direction under this Agreement.
  16. **Amendments; Waiver.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and signed by the parties' authorized representatives. No waiver of any provision of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver.
  17. **Miscellaneous.** This Agreement constitutes the entire agreement between Kings Christian and the Office regarding the subject matter of this agreement and supersedes all previous SRD agreements. There are no third-party intended beneficiaries of this Agreement. This Agreement shall be construed according to California law, notwithstanding conflicts of law principles, and venue for any dispute under this Agreement shall be proper in Kings County, notwithstanding Code of Civil Procedure Section 394. This Agreement may be executed in counterparts, each of which shall be deemed an original, and it may be executed electronically. An electronic copy or other facsimile of this Agreement shall be treated as an original.
  18. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain and force and effect to the extent necessary to effectuate the original intent of the parties as closely as possible.
  19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

**To Office:**  
 Kings County Sheriff's Office  
 1550 Kings County Drive  
 Hanford, CA 93230

**To Kings Christian:**  
 Kings Christian Unified School District  
 900 East D Street  
 Lemoore, CA 93245

The parties have executed this Agreement on the date written below.

**Kings Christian School**

By: \_\_\_\_\_  
 Kevin Dalafu  
 Chief Administrator

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

**County of Kings, on behalf of the Kings County Sheriff's Office**

By: \_\_\_\_\_  
David Robinson  
Sheriff-Coroner-Public Administrator

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

Approved as to form:  
Diane Freeman, County Counsel

By:           *Diane Freeman*

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

Auditor Use Only	
Date	
J/E No.	
Page	of

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Sheriff - Operations	Regular Employees	100000	222000	91000	\$4,066
General	Sheriff - Operations	Holiday in Lieu	100000	222000	91004	\$140
General	Sheriff - Operations	Retirement	100000	222000	91005	\$1,766
General	Sheriff - Operations	Soc Sec - Medicare	100000	222000	91012	\$61
					TOTAL	\$6,033

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Sheriff - Operations	School Resource Officer	100000	222000	80001	\$54,000
					TOTAL	\$54,000

**(B) Budget Transfer:**

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

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

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

Increase budget unit 222000 Salary & Benefit appropriations by \$6,033 and offset with \$54,000 in revenue from Kings Christian

Dept. of Finance Approval \_\_\_\_\_ Department Head 

Administration Approval  \_\_\_\_\_ Board Approval \_\_\_\_\_

BOS meeting date \_\_\_ 12/12/2023





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Administration – Kyria Martinez/Matthew Boyett

**SUBJECT:** TENTH AMENDMENT TO TOLLING AND WAIVER AGREEMENT WITH  
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

**SUMMARY:**

**Overview:**

In 2007, the County and the California Department of Water Resources (DWR) entered into a tolling and waiver agreement to extend the statute of limitations with regard to certain claims. In this instance, claims are related to State Water Project (SWP) charges in which DWR collects from SWP Contractors for use of the SWP infrastructure. Since 2007, the County and DWR have continued to amend the initial tolling and waiver agreement, for a total of nine amendments, further extending the statute of limitation through December 31, 2023. This tenth amendment will toll the statute of limitation through June 30, 2026.

**Recommendation:**

- a. Approve the Tenth Amendment to the Tolling and Waiver Agreement with the California Department of Water Resources extending the statute of limitation on certain claims through June 30, 2026;
- b. Authorize the County Administrative Officer to sign the Tolling and Waiver Agreement with the California Department of Water Resources extending the statute of limitation on certain claims through June 30, 2026.

**Fiscal Impact:**

There is no fiscal impact with this action.

(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**

### **TENTH AMENDMENT TO TOLLING AND WAIVER AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

**December 12, 2023**

**Page 2 of 2**

#### **BACKGROUND:**

In 2007, the County and the California Department of Water Resources (DWR) entered into a tolling and waiver agreement to extend the statute of limitations with regard to certain claims. In this instance, claims are related to State Water Project (SWP) charges in which DWR collects from SWP Contractors for use of the SWP infrastructure. Since 2007, the County and DWR have continued to amend the initial tolling and waiver agreement, for a total of nine amendments, further extending the statute of limitation through December 31, 2023. This tenth amendment will toll the statute of limitation through June 30, 2026. This amendment gives SWP Contractors, which the County is one of many, the ability to address issues related to billing charges for SWP expenses and helps to ensure the fiscal transparency and accountability of the project and DWR's administration of the project. Claims specified in this agreement include DWR's bills to SWP Contractors for calendar years 2007 through and including 2024, but do not include bills for subsequent years.

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

## **TENTH AMENDMENT TO TOLLING AND WAIVER AGREEMENT**

This TENTH AMENDMENT TO TOLLING AND WAIVER AGREEMENT (“Tenth Amendment”), which shall be effective as of December 15, 2023 (“Effective Date of Tenth Amendment”), is entered into by and between \_\_\_\_\_ (“AGENCY”) and the CALIFORNIA DEPARTMENT OF WATER RESOURCES (“DWR” or “The Department”). AGENCY and DWR are referred to individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

A. In 2007, the Parties entered into a Tolling and Waiver Agreement (“Agreement”), and thereafter entered into the First Amendment with an effective date of December 15, 2007 (“First Amendment”), Second Amendment with an effective date of December 15, 2008 (“Second Amendment”), Third Amendment with an effective date of September 15, 2009 (“Third Amendment”), Fourth Amendment with an effective date of December 15, 2010 (“Fourth Amendment”), Fifth Amendment with an effective date of December 15, 2012 (“Fifth Amendment”), Sixth Amendment with an effective date of December 15, 2015 (“Sixth Amendment”), Seventh Amendment with an effective date of December 15, 2017 (“Seventh Amendment”), Eighth Amendment with an effective date of December 15, 2019 (“Eighth Amendment”), and Ninth Amendment with an effective date of December 15, 2021 (“Ninth Amendment”). Except as otherwise set forth in this Tenth Amendment, capitalized terms have the meanings given to such terms in the Agreement, as amended.

B. Among other things, the Agreement, as currently amended through the Ninth Amendment, tolls the statute of limitations with regard to certain Claims beginning with the Effective Date of the Agreement through and including December 31, 2023. The Claims specified in the Agreement, as amended through the Ninth Amendment, include, with certain exceptions, DWR’s bills to the Contractors for calendar years 2007 through and including 2024, but do not include bills for subsequent years.

C. Thus, in the absence of an amendment to extend the tolling period beyond December 31, 2023, AGENCY will be required to formally protest and/or take other legal action to preserve its rights to pursue Claims under the Agreement, as amended, upon expiration of the tolling period on December 31, 2023. In addition, in the absence of an amendment to the Agreement regarding the SWP bills for 2025 and 2026, AGENCY will be required to formally protest its SWP bills for 2025 and 2026 and/or take other legal action to preserve any claims it may have with respect to such bills.

D. The Parties currently are engaged in good faith discussions concerning a possible resolution of the claims related to the SWP bills issued for calendar years 2007 through and including 2024 and certain other claims related to the State Water Project. In order to facilitate these discussions, the Parties agree that the applicable tolling period for pursuing Claims as set out in the Agreement, as amended, (with the exception of the issues set out in Exhibit 1, Exhibit 2A, Exhibit 2B, Exhibit 2C, Exhibit 2D, and Exhibit 2E) should be extended through June 1, 2026, and that claims related to the SWP bills issued by DWR for 2025 and 2026, including any revisions made on or before June 1, 2026, should also be tolled.

E. The Parties also recognize that there may be issues that they are not able to resolve through good faith discussions and that a Party to this Agreement and/or a Contractor which has entered into a similar, but separate, tolling and waiver agreement with DWR may desire to seek formal dispute resolution or other legal action on such issues before the end of the tolling period on June 1, 2026. Accordingly, the Parties have included procedures in this Agreement, as amended, and DWR has included similar procedures in its tolling and waiver agreements with other Contractors to allow any party (including DWR) to exclude issues from the tolling provisions before the end of the tolling period and to have such exclusion apply to and bind DWR and all other Contractors with tolling and waiver agreements with DWR.

**NOW, THEREFORE**, AGENCY and DWR, for good and adequate consideration, the sufficiency of which is hereby acknowledged, agree to the following:

#### **TERMS OF TENTH AMENDMENT**



1. The text in Paragraph 1(b) of the Agreement, as amended by the

Ninth Amendment, is deleted in its entirety and replaced with the following text, shown here in italics:

*(b) (i) The term “Claims” is broadly defined to include any and all claims for relief, actions, suits, causes of action, damages, debts, costs, demands, losses, liabilities and obligations of whatever nature, whether legal or equitable, and notices of contest under Article 29(i) of the State Water Contracts (or with regard to Alameda County Water District, Alameda County Flood Control and Water Conservation District, Zone 7 and Santa Clara Valley Water District, notices of contest under Article 29(k) of the State Water Contracts) that arise out of or are related to: (1) the Metropolitan Claim; (2) the use, prior to July 1, 2006, of revenue bond proceeds and commercial paper note proceeds to pay “costs incurred for the enhancement of fish and wildlife or for the development of public recreation”; (3) the related establishment, restatement or adjustment of charges and rate reductions under the State Water Contracts; (4) the accounting for the costs of the San Joaquin Drainage Program; (5) the allocation of the costs of certain facilities in the Delta to the purposes of the development of public recreation and the enhancement of fish and wildlife; (6) DWR’s bills to the Contractors for calendar years 2007 through and including 2026, including any revisions to such bills made on or before June 1, 2026; provided that the term “Claims” does not include the issue set out in Exhibit 1, attached hereto, effective January 1, 2009; the issues set out in Exhibit 2A, attached hereto, effective January 1, 2016; the issues set out in Exhibit 2B, attached hereto, effective January 1, 2018; the issues set out in Exhibit 2C, attached hereto, effective January 1, 2020; the issues set out in Exhibit 2D, attached hereto, effective January 1, 2022; and the issues set out in Exhibit 2E, attached hereto, effective January 1, 2024. To the extent the issue set out in Exhibit 1 was heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issue as used in Paragraph 4 shall be deemed to be December 31, 2008. To the extent the issues set out in Exhibit 2A were heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issues as used in Paragraph 4 shall be deemed to be December 31, 2015. To the extent the issues set out in Exhibit 2B were heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issues as used in*

*Paragraph 4 shall be deemed to be December 31, 2017. To the extent the issues set out in Exhibit 2C were heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issues as used in Paragraph 4 shall be deemed to be December 31, 2019. To the extent the issues set out in Exhibit 2D were heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issues as used in Paragraph 4 shall be deemed to be December 31, 2021. To the extent the issues set out in Exhibit 2E were heretofore included within the terms “Claims”, the Tolling Period Expiration Date for such issues as used in Paragraph 4 shall be deemed to be December 31, 2023. In addition, the term “Claims” shall not include any issue to the extent such issue is excluded from the term “Claims” pursuant to the provisions of Paragraph 1(b)(ii) or 1(b)(iii).*

*(ii) Any Party (including DWR) to this Agreement may elect to remove one or more of the issues set out in Exhibit 3 from the term “Claims” by giving 60 days advance written notice to DWR and the other Contractors which have tolling and waiver agreements with DWR with a tolling period expiration date that has been extended to June 1, 2026. Such notice shall specify the effective date of such exclusion and shall apply to and be binding upon DWR and the other Contractors listed in Exhibit 4 which have a tolling and waiver agreement with DWR with a tolling period expiration date that has been extended to June 1, 2026. Exhibit 4 contains a listing of all water contractors which entered into the previous tolling and waiver agreement amendment extending the tolling period to December 31, 2023, and which are expected to enter into amendments to extend their tolling periods to June 1, 2026. To be effective, such notice must be received by DWR and shall be effective as to all other Contractors with tolling and waiver agreements with DWR with a tolling period expiration date that has been extended to June 1, 2026, even if one or more of such Contractors do not receive such notice. The effect of such notice by one Party or by any Contractor with a tolling and waiver agreement with DWR shall be to exclude such issue or issues from the term “Claims” in this Agreement and in the tolling and waiver agreements of DWR and the other Contractors listed in Exhibit 4 with a tolling period expiration date that has been extended to June 1, 2026. To the extent the issue or issues set out in the notice were*

*heretofore included within the term “Claims”, the Tolling Period Expiration Date for each such issue as used in Paragraph 4 shall be the issue exclusion date so specified in the notice.*

*(iii) Any Party (including DWR) to this Agreement may elect to remove one or more issues (other than those listed in Exhibit 3, which are addressed in Paragraph 1(b)(ii)) from the definition of the term “Claims” by giving 120 days advance written notice to DWR and the other Contractors which have tolling and waiver agreements with DWR with a tolling period expiration date that has been extended to June 1, 2026; provided, however, that such Party (if other than DWR) shall notify DWR at least 30 days in advance of the issuance of such 120 day notice and allow DWR the opportunity to discuss the matter with that Party. The Party shall use its best efforts to describe clearly in the notice the issue or issues to be excluded and shall specify the effective date of such exclusion. The notice shall apply to and be binding upon DWR and the other Contractors listed in Exhibit 4 which have a tolling and waiver agreement with DWR with a tolling period expiration date that has been extended to June 1, 2026. To be effective, such notice must be received by DWR and shall be effective as to all other Contractors with tolling and waiver agreements with DWR with a tolling period expiration date that has been extended to June 1, 2026, even if one or more of such Contractors do not receive such notice. The effect of such notice by one Party or by any Contractor with a tolling and waiver agreement with DWR shall be to exclude such issue or issues from the term “Claims” in this Agreement and in the tolling and waiver agreements of DWR and the other Contractors listed in Exhibit 4 with a tolling period expiration date that has been extended to June 1, 2026. To the extent the issue or issues set out in the notice were heretofore included within the term “Claims”, the Tolling Period Expiration Date for each such issue as used in Paragraph 4 shall be the issue exclusion date so specified in the notice.*

2. The text in Paragraph 4 of the Agreement, as amended by the Ninth Amendment, is deleted in its entirety and replaced with the following text, shown here in italics:

*The Tolling Period Expiration Date is June 1, 2026; provided that DWR may, upon giving 60 days advance written notice to Agency, change the Tolling Period Expiration Date to a date earlier than June 1, 2026, if the sum of the maximum Table A amounts for all Contractors who enter into a Tenth Amendment to the Tolling and Waiver Agreement with DWR (plus the Table A amount for the County of Butte, if the County enters into an Ninth Amendment to the Tolling and Waiver Agreement with DWR) is less than 95% of the sum of the maximum Table A amounts for the 27 Contractors who signed the Monterey Amendment; and provided further that the Tolling Period Expiration Date as to any specific issue may be set at an earlier date pursuant to the provisions of Paragraph 1(b)(ii) or 1(b)(iii). For the time period between the Effective Date of the Agreement and the Tolling Period Expiration Date, inclusive (the "Tolling Period"), Agency and DWR agree that, except as provided for in this Agreement, all Periods of Limitation applicable to all Claims between the Parties, including without limitation those described in the Metropolitan Claim, shall be tolled and waived, shall not run or expire, and shall not operate in any manner so as to prejudice, bar, limit, create a defense to or in any way restrict Claims between the Parties. Except as provided in Paragraph 2 herein, after the Tolling Period Expiration Date, the Parties shall have the same rights, remedies, and damages each of them had on the Effective Date of the Agreement and the Tolling Period shall be excluded from any time calculation in determining whether any period of limitations has run; provided, however, that with regard to Claims pertaining to DWR's bills to the Contractors for calendar years 2007 through and including 2026, AGENCY shall have until 60 days from the Tolling Period Expiration Date to submit notices of contest to DWR for Claims pertaining to any such bills for calendar years 2007 through and including 2026. Except for the Parties' waiver of the Statute of Limitations as provided herein and except as provided in Paragraph 2 herein, this Agreement shall not operate as a waiver of any Claims or defenses that either Party may have against the other.*

3. Exhibit 1, entitled "Issue Not Included in the Term "Claims" Effective January 1, 2009", which title was changed by the Fifth Amendment, remains unchanged as a part of this

Agreement and is attached.

4. Exhibit 2, entitled “Issues Not Included in the Term “Claims” for Purposes of the Tolling and Waiver Agreement Extension Beginning January 1, 2013”, which was added by the Fifth Amendment, did not have any issues listed and was therefore deleted in its entirety and replaced in the Sixth Amendment by Exhibit 2, entitled “Issues Not Included in the Term “Claims” Effective January 1, 2016”. Exhibit 2 subsequently was renumbered as Exhibit 2A, but remained entitled “Issues Not Included in the Term “Claims” Effective January 1, 2016. Exhibit 2A is attached to the Sixth Amendment and remains a part of this Agreement.

5. Exhibit 2B, entitled “Issues Not Included in the Term “Claims” Effective January 1, 2018”, is attached to the Seventh Amendment and remains a part of this Agreement.

6. Exhibit 2C, entitled “Issues Not Included in the Term “Claims” Effective January 1, 2020”, is attached to the Eighth Amendment and remains a part of this Agreement.

7. Exhibit 2D, entitled “Issues Not Included in the Term “Claims” Effective January 1, 2022,” is attached to the Ninth Amendment and remains a part of this Agreement,

8. Exhibit 2E, entitled “Issues Not Included in the Term “Claims” Effective January 1, 2024,” is attached to this Tenth Amendment and made a part of this Agreement,

9. Exhibit 3, entitled “Issues that May be Excluded from the Term “Claims” upon 60 Days Advance Notice”, which was added by the Fourth Amendment, is amended by listing additional issues, if any, to issues 1 and 2 previously listed therein, and such Exhibit 3 as amended is attached and remains a part of this Agreement.

10. Exhibit 4, entitled “Contractors which Signed Prior Tolling Agreement Amendment Extending Tolling Period to December 31, 2021 and which are Expected to Enter into Amendment to Extend Tolling Period to December 31, 2023, which was added by the Ninth Amendment, is deleted in its entirety and replaced by Exhibit 4 entitled “Contractors which

Signed Prior Tolling Agreement Amendment Extending Tolling Period to December 31, 2023, and which are Expected to Enter into Amendment to Extend Tolling Period to June 1, 2026”, which is attached and made a part of this Agreement.

11. All other terms and conditions of the Agreement, as amended, are unchanged by this Tenth Amendment and shall remain in full force and effect.

12. In consideration of the extension of the tolling period provided by this Tenth Amendment, the Parties intend to continue to use their best efforts to discuss and seek to resolve, in a timely manner, as many of the remaining issues as practicable that have been tolled by this Agreement or that have otherwise been raised in the resolution process established in response to this Agreement.

12. Each individual signing below represents and warrants that he or she is authorized to execute this Tenth Amendment on behalf of the respective Party to this Tenth Amendment and does so freely and voluntarily.

13. Each Party warrants and represents that, in executing this Tenth Amendment, it has relied upon legal advice from counsel of its choice; that the terms of this Tenth Amendment have been read and its consequences have been completely explained to it by counsel; that it fully understands the terms of this Tenth Amendment; and that it knows of no reason why this Tenth Amendment shall not be a valid and binding agreement of that Party.

14. The Parties agree that this Amendment will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. The Amendment shall take effect as soon as all Parties have signed.

15. All Parties will receive an executed copy of this Amendment via DocuSign after all Parties have signed.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Thomas Gibson  
General Counsel  
Attorney for DWR

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
For AGENCY

## **EXHIBIT 1**

### **ISSUE NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2009**

1. The validity of charges for costs incurred by DWR at Perris Reservoir for beach sand, the ADA fishing pier, and marina repairs and relocation, which have been billed to and included in the annual Statements of Charges issued to Metropolitan Water District, Coachella Valley Water District and Desert Water Agency for calendar years 2008 and 2009.



**EXHIBIT 2A**

ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2016

FOR THE COMPLETE LIST OF “ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2016” PLEASE REFER TO EXHIBIT 2 IN THE SIXTH AMENDMENT. THOSE ISSUES ARE DEEMED INCORPORATED HEREIN AS THOUGH FULLY SET FORTH IN THIS EXHIBIT 2A.

## **EXHIBIT 2B**

ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2018

FOR THE COMPLETE LIST OF “ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2018” PLEASE REFER TO EXHIBIT 2B IN THE SEVENTH AMENDMENT. THOSE ISSUES ARE DEEMED INCORPORATED HEREIN AS THOUGH FULLY SET FORTH IN THIS EXHIBIT 2B.

## **EXHIBIT 2C**

ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2020

FOR THE COMPLETE LIST OF “ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2020” PLEASE REFER TO EXHIBIT 2C IN THE EIGHTH AMENDMENT. THOSE ISSUES ARE DEEMED INCORPORATED HEREIN AS THOUGH FULLY SET FORTH IN THIS EXHIBIT 2C.

## **EXHIBIT 2D**

ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2022

FOR THE COMPLETE LIST OF “ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2022” PLEASE REFER TO EXHIBIT 2D IN THE NINTH AMENDMENT. THOSE ISSUES ARE DEEMED INCORPORATED HEREIN AS THOUGH FULLY SET FORTH IN THIS EXHIBIT 2D.

## EXHIBIT 2E

### ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2024

1. Whether the Department improperly charged the Contractors the costs of the Upper Castaic Canyon Recreation Development Plan, instead of seeking reimbursement from the Los Angeles Department of Water and Power (LADWP). Resolution: The Department determined that the costs were properly included in the Contractors’ charges. The Division of Fiscal Services recorded that approximately \$144,000 was spent in 1983 – 1987. LADWP was not billed due to a lack of contract supporting LADWP’s cost share. Hence, no changes were necessary.
2. Whether the Department improperly charged the Contractors for the Contra Costa Canal intake relocation costs. Resolution: The Department determined that the costs were properly included in the Contractors’ charges. There was no support provided with this claim. Hence, no changes were necessary.
3. Whether costs associated with Los Banos Grandes and Arroyo Pasajero are outside the scope of the water supply contract, and therefore, improperly charged. Resolution: The Department determined that the planning costs for both projects were properly billed in the Contractors’ charges. Hence, no changes were necessary.
4. Whether any costs included in the Statements of Charges are based on estimates and the actual costs are not yet known. Resolution: The Department determined the claim to be too general. Hence, no changes were necessary.
5. Whether the Department improperly charged the Contractors for costs associated with the Department's funding of general fund obligations and non-project related expenditures that affect the Department's cash flows and provide little or no benefit to the Project. Resolution: The Department reviewed this claim and determined the claim is too broad in nature. Hence, no changes were necessary.
6. Whether the costs associated with the improper allocation of revenues derived from the sale or disposal of electrical energy generated in connection with the operation of the State Water Project were charged to the Transportation Variable OMP&R charges instead of the Delta Water Charges as required by contract. Resolution: The Department determined that the costs were properly included in the Contractors’ charges. Hence, no changes were necessary.
7. Whether the Department improperly allocated costs for recreation facilities and enhancement of fish and wildlife at SWP facilities by using funds obtained from rates and charges imposed upon SWP Contractors, contrary to the dictates of the Davis-Dolwig Act. Resolution: The Department determined that it does not bill Contractors for Davis-

Dolwig costs but may use any SWP revenues (other than revenues attributable to Central Valley Project revenue bonds) to pay any SWP costs consistent with the Burns-Porter Act. Hence, no changes were necessary.

8. Whether the costs associated with the Phase 2B Project were improperly allocated to Delta Water Charge minimum and transportation minimum components, instead of the transportation variable component or capitalizing these costs. Resolution: The Department determined that the Phase 2B Project costs were allocated correctly. Hence, no changes were necessary.
9. Whether the costs associated with the buying and selling of power to meet State Water Project energy needs, including all costs associated with the SWP Power Office and Risk Office, were improperly allocated to Delta Water Charge minimum and transportation minimum components instead of the transportation variable component. Resolution: The Department determined that the costs associated with buying and selling of power were allocated correctly. Hence, no changes were necessary.
10. Whether the costs associated with the installation and removal of the temporary barriers annually installed in the South Delta were improperly allocated where the State Water Project has paid the entire cost of the barriers and has not sought reimbursement of the federal share of costs. Resolution: The Department determined that no agreements were in place with the United States Bureau of Reclamation to share the costs. Hence, no changes were necessary.
11. Whether all costs were incurred after January 1, 2005. Resolution: The Department determined that the claim is general, and no correction or action can be taken.
12. Whether the Department correctly allocated the costs of certain Delta facilities to the development of public recreation and fish and wildlife enhancement. Resolution: The Department determined that the allocations were correct. Hence, no changes were necessary.
13. Whether the Department's inclusion in the 2010 Statements of Charges of cost increase projections beyond three years for the Delta Water Charge Minimum was proper. Resolution: The Department included an escalation factor on future costs of the Delta Minimum cost component beginning in the 2010 Statements of Charges.
14. Whether the interest earnings on the General Operating Account (GOA) are being retained in the GOA rather than being returned and counted as additional revenues in the Systems Revenue Account. Resolution: The Department has determined that all interest earnings on the GOA are retained instead of returning those interest earnings as additional Rate Management Credits. Hence, no changes were necessary.
15. Whether the 2006 - 2008 Off-Aqueduct power charges were incorrectly charged due to the poor business practices and untimely invoicing by the Nevada Power Company/Corporation, concerning the Reid Gardner Unit 4 coal-fired power generation

facility. Resolution: The Department updated the Off-Aqueduct power charges for 2006 through 2008 in the SAP accounting system. This was reflected in the 2012 Statements of Charges.

16. Whether the alpha allocation percentages from 1988 and forward should have been updated since the conversion to the new Utility Cost Accounting & Billing System (UCABS) in 2006. Resolution: The Department updated the alpha allocation percentages in the 2014 Statements of Charges.
17. Whether the Department correctly credited system power costs associated with the exchange of 10,033 acre-feet demonstration water from the Kern Water Bank. Resolution: The Department determined that the Contractors that paid for the stored water were properly credited.
18. Whether the Department improperly allocated downstream variable costs of approximately \$328,000 and \$484,000 for CA Aqueduct reaches 22B and 26A, respectively to transportation minimum for East Branch Enlargement rather than CA Aqueduct, for 2008 - 2010. Resolution: The Department determined that the downstream costs have been allocated to the East Branch Enlargement along with other transportation minimum costs since 2000, and made adjustments to the proper reaches.
19. Whether the Department's current methodology of computing the Delta Water Charge fails to acknowledge that Contractors make semi-annual capital and monthly minimum payments and, therefore, deprives them of any related interest benefits. Resolution: The Department determined that the cost was properly included in the Contractors' charges. Hence, no changes were necessary.
20. Whether the Power Allocation Table (PAT) factor for the PAT317 transmission alpha allocation cycle has not been updated since 2001 resulting in a reallocation of costs of approximately \$156,463. Resolution: The Department moved all the costs from the PAT317 transmission alpha allocation cycle to specific orders that were allocated directly to those specific pumping plants. The update was not necessary as the PAT317 alpha cycle was not used since 2018, and the costs from 2007 – 2018 were moved out of the PAT317 alpha cycle.
21. Whether costs totaling approximately \$8,000 related to the Federal Energy Regulatory Commission (FERC) relicensing of southern California power facilities for 2013 were improperly included in the transportation minimum component in the 2016 Statements of Charges. Resolution: The Department determined, for administrative (complexity and cost benefits) reasons, not to move the \$8,000 from the transportation minimum component to the transportation capital component. However, the Department determined to capitalize all southern California power facilities relicensing-related costs for 2015 and future years.
22. Whether greenhouse gas instrument credits (emission allowances), were incorrectly charged to the Contractors based on the year of purchase instead of the years the credits

were used. Resolution: The Department made adjustments to reflect the year of use and will do so for future years. The Department's process is that the costs are moved from purchase year to compliance year when the Department's compliance obligation costs are finalized and fully paid. Hence, no changes are necessary.

23. Whether the 2015 Value of Recovery Generation (VORG) credit was improperly calculated for Alamo and Mojave using Mill Rates, the melded unit rate for power, based on outdated Statements of Charges, resulting in an overstatement of VORG credits in 2015 of approximately \$7,164. Resolution: The Department updated the Mill Rates for Alamo and Mojave in May 2022.
24. Whether the Department updated the historical direct labor costs for the calculation of the three-year average for the F-series allocations. Resolution: The Department determined to maintain its policy of not retroactively updating historical costs for the calculation, of the F-series allocations, and has informed the Contractors of its decision. Hence, no changes were necessary.
25. Whether the Contractors are being charged through a minimum cost center allocation (alpha cost center 2300FFN907) for capital costs related to asset purchases for 2014 - 2017. Resolution: The Department determined that the costs were properly included in the Contractors' charges. This is being charged in accordance with the capitalization policy of the Department.
26. Whether DWR failed to include East Branch Extension plants in the PAT317 transmission alpha allocation cycle, resulting in the improper allocation of costs among contractors. Resolution: The Department moved all the costs from the PAT317 transmission alpha allocation cycle to specific orders that were allocated directly to those specific pumping plants. The update to include EBX plants was not necessary as the PAT317 alpha cycle was not used since 2018, and the costs from 2007 - 2018 were moved out of the PAT317 alpha cycle.
27. Whether the Cap-and-Trade emission allowances expected to be used in 2020 of approximately \$3,696,000 were improperly included in the transportation variable component, but the allowances were also included in the year they were purchased, resulting in a double billing in the variable component. Resolution: The Department determined that the Statements of Charges included the costs of emission allowances used in the relevant year and the projected costs to purchase Cap-and-Trade allowances in the same year for future compliance periods. The actual costs of Cap-and-Trade auction purchases each year were reflected in the invoicing rate to invoice monthly variable charges in the particular year. Hence, no changes were necessary.
28. Whether minimum costs from January to June 1999 totaling approximately \$1,509,000 for the downstream allocation of costs, power costs recovered under transportation minimum component, were erroneously reversed in the SAP system. Resolution: The Department



made adjustments of approximately \$1,508,591 to reverse this error. This correction was reflected in the 2022 Statements of Charges.

29. Whether the Department inadvertently double-posted an entry of approximately \$108,000 to correct a misposting of Delta Conveyance Program costs. Resolution: The Department removed the posting, and the correction was reflected in the 2022 Statements of Charges.
30. Whether the Coastal Branch Extension (CBX) Refund Money Schedule for the State of California Department of Water Resources Central Valley Project Water System Revenue Bonds Series AZ was calculated using South Bay Enlargement balances, which resulted in an overstatement of debt service charges plus interest credit to Santa Barbara FC and WCD totaling approximately \$420,933 for the 2019 Statements of Charges and totaling approximately \$54,425 for the 2020 Statements of Charges. Resolution: The Department revised the AZ Schedules, and it was reflected in the 2022 Statements of Charges.
31. Whether the East Branch Extension (EBX) Phase 1 Improvement Refund Money Schedule for the State of California Department of Water Resources Central Valley Project Water System Revenue Bonds Series AZ was calculated using Coastal Branch Extension (CBX) balances, which resulted in an understatement of debt service charges plus interest credits to San Bernardino Valley, MWD, and San Gorgonio Pass Water Agency totaling approximately \$973,069 for the 2019 Statements of Charges and totaling approximately \$129,030 for the 2020 Statements of Charges. Resolution: The Department revised the AZ Schedules, and it was reflected in the 2022 Statements of Charges.
32. Whether the South Bay Enlargement Refund Money Schedule for the State of California Department of Water Resources Central Valley Project Water System Revenue Bonds Series AZ was calculated using East Branch Extension (EBX) Phase 1 Improvement balances, which resulted in an overstatement of debt service charges plus interest credits to Alameda County FC and WCD Zone 7, totaling approximately \$552,126 and totaling approximately \$74,605 for 2020 Statements of Charges. Resolution: The Department revised the AZ Schedules, and it was reflected in the 2022 Statements of Charges.
33. Whether the Pacific Power Engineers, Inc. invoice #1161 includes costs related to the Citrus Pumping Station, but had costs charged directly to the Crafton Hills Pumping Station, resulting in a reallocation of costs among Contractors in 2018 of approximately \$25,199. Resolution: The Department moved approximately \$25,199 to the Citrus Pumping Station and the correction was done in October 2019.
34. Whether the Pure Technologies U.S. Inc. invoice #PTUS-PIN-002512 includes costs related to the North Bay Aqueduct Reach 1, but had costs charged to South Bay Aqueduct Reach 1, resulting in a reallocation of costs among Contractors in 2018 of approximately \$1,240. Resolution: The Department moved approximately \$1,240 to the North Bay Aqueduct Reach 1 and the correction was done in February 2022.

35. Whether administrative fees and the settlement payment totaling approximately \$1,460,000 received for litigation related to the construction of the Tehachapi Second Afterbay were not included in the variable component. Resolution: The Department properly included the administrative fees and the settlement payment totaling approximately \$1,460,000 received for litigation related to the construction of the Tehachapi Second Afterbay, in the variable component. This was reflected in the 2022 Statements of Charges.
36. Whether the Department omitted the payment for peaking capacity foregone at the Castaic Powerplant of approximately \$582,500 for 2021 from net power costs. Resolution: The Department included the payment in the calculation of the net power costs in the 2022 Statements of Charges.
37. Whether the budgeted costs related to the Salton Sea totaling approximately \$3.4 million were improperly included in the calculation of the Delta Water Charge. Resolution: The Department excluded the budgeted costs related to the Salton Sea totaling approximately \$3.4 million in the calculation of the Delta Water Charge. This was reflected in the 2022 Statements of Charges.
38. Whether the Department failed to include credits in the cost allocation system totaling approximately \$224,000 in the 2021 Statements of Charges. Resolution: The Department included the credits which were reflected in the 2022 Statements of Charges.
39. Whether the Department miscalculated the Delta Water Charge in 2021 due to a formula error, resulting in an overstatement of costs by approximately \$40,000. Resolution: The Department corrected the calculation which was reflected in the 2022 Statements of Charges.
40. Whether relicensing costs of approximately \$9,000 for the South State Water Project hydropower facilities that were not paid with bond proceeds were improperly excluded from the net power costs. Resolution: The Department moved costs of approximately \$8,462 to the V-PAT017 allocation for 2013, in May 2022.
41. Whether costs used to calculate the potential Federal Emergency Management Agency (FEMA) reimbursement for the Oroville Spillway were overstated by approximately \$303,000, resulting in a larger than intended credit being included in the Delta Water Charge. Resolution: The Department revised the methodology for determining the Contractors' share of the Oroville Spillway recovery and response costs, correcting the previous overstatement of the potential FEMA reimbursement of approximately \$303,000. No correction was needed in the SAP system, as the process used to calculate the potential FEMA reimbursement was an estimate done outside the system and SAP numbers were correct.
42. Whether costs, totaling \$853,000, for work performed at the San Luis Field Division from May and June 2020 were not assessed properly in the cost allocation system, resulting in the amounts being excluded from the transportation capital component. Resolution: The

Department corrected the capital costs totaling approximately \$853,000 in the cost allocation system, resulting in the amounts being properly included in the transportation capital component. This was reflected in the 2022 Statements of Charges.

43. Whether the Department failed to include in the 2021 Statement of Charges offsetting entries for Cap-and-Trade credits related to the disposal of approximately \$3,247,000 in emission allowance intangible assets transferred to the cost allocation system. Resolution: The Department included the credits which were reflected in the 2022 Statements of Charges.
44. Whether the Commercial Door Company invoices related to claim numbers 1382645, 1373177, 1378534, 1370626, and 1357872 included costs related to work performed at Lost Hills, Buena Vista Pumping Plant, Teerink Pumping Plant, Chrisman Pumping Plant, Edmonston Pumping Plant, and Badger Hill Pumping Plant, but had costs in the amount of approximately \$54,055 allocated to the San Joaquin Field Division through alpha cost center 2300FFN907. Resolution: The Department reallocated costs for the Commercial Door invoices, totaling approximately \$54,055, to the plants where the work was performed. This was reflected in the 2022 Statements of Charges.
45. Whether the Barc Industries and Development invoices related to claim numbers 1372191, 1381644, 1379684, 1374954, 1377297, 1373635, and 1379192 included costs related to work performed at Lost Hills, Buena Vista Pumping Plant, Teerink Pumping Plant, Chrisman Pumping Plant, Edmonston Pumping Plant, Badger Hill Pumping Plant, and Devil's Den Pumping Plant, but had costs allocated in the amount of approximately \$135,200 to the San Joaquin Field Division through alpha cost center 2300FFN907. Resolution: The Department reallocated costs for the Barc Industries and Development invoices, totaling approximately \$135,200, to the plants where the work was performed. This was reflected in the 2022 Statements of Charges.
46. Whether the total 2018 Oroville response costs were incorrect within the Delta Water Charge calculation due to information from SAP data not matching the manual calculation (i.e., a sign was flipped while copying the information into the manual calculation), resulting in an understatement of costs to the Contractors of approximately \$224,476. Resolution: The Department fixed the calculation error in the Delta Water Charge calculation. This correction was reflected in the 2022 Statements of Charges.
47. Whether the Delta Water Charge calculation related to California Aqueduct (CA) CA-R2A minimum costs was overstated due to CA-R2B data being used for the 2021 and 2022 years within the calculation for both CA-R2A and CA-R2B (i.e., there was a formula error within the calculation), resulting in an overstatement of costs to the Contractors of approximately \$39,981. Resolution: The Department fixed the calculation error in the Delta Water Charge calculation. This correction was reflected in the 2023 Statements of Charges.
48. Whether the HDR Engineering, Inc. invoices related to claims 1372393, 1377256, 1382806, 1387697, and 1369875 included costs of approximately \$319,995 related to

Pyramid Dam, but had costs charged directly to Cedar Springs Dam. Resolution: The Department reallocated costs for the HDR Engineering invoices related to Pyramid Dam, totaling approximately \$318,067, from Cedar Springs Dam to Pyramid Dam. This was reflected in the 2023 Statements of Charges.

49. Whether the HDR Engineering, Inc. invoices related to claims 1389228, 1389669, and 1391125 included costs related to San Joaquin Field Division, but had costs charged to the San Luis Field Division through the C-AFJ907 alpha allocation cycle, resulting in an overstatement of costs to the San Luis Field Division of approximately \$421,773 and an understatement of to the San Joaquin Field Division of approximately \$421,773. Resolution: The Department reallocated costs for the HDR Engineering invoices, totaling approximately \$421,773, related to San Joaquin Field Division from San Luis Field Division to San Joaquin Field Division. This was reflected in the 2023 Statements of Charges.
50. Whether budgeted costs for the United States Bureau of Reclamation's share of the Yolo Bypass Restoration Project, totaling approximately \$57.3 million, were improperly included in the 2022 Statements of Charges. Resolution: The Department correctly reflected the allocable program costs and reduced the costs considering the cost-sharing percentages. This correction was reflected in the 2023 Statements of Charges.
51. Whether credits in the cost allocation system totaling approximately \$1,334,000 for seismic bridge retrofit and other reimbursements received were not posted in time to be included in the 2022 Statements of Charges. Resolution: The Department posted credits in the cost allocation system, in July 2021, totaling approximately \$1,334,000 for seismic bridge retrofit and other reimbursements received. This was reflected in the 2023 Statements of Charges.
52. Whether credits in the cost allocation system totaling approximately \$420,000 for the wheeling of non-entitlement water were not posted in time to be included in the 2022 Statements of Charges. Resolution: The Department posted credits in the cost allocation system, in August 2021, totaling approximately \$420,000 for the wheeling of non-entitlement water. This was reflected in the 2023 Statements of Charges.
53. Whether credits in the cost allocation system totaling approximately \$2,247,000 for the United States Bureau of Reclamation's (USBR) reimbursement of San Luis capital costs were not posted in time to be included in the 2022 Statements of Charges. Resolution: The Department posted credits in the cost allocation system, in July 2021, totaling approximately \$2,247,000 for the USBR's reimbursement of San Luis capital costs. This was reflected in the 2023 Statements of Charges.
54. Whether duplicate entries in UCABS were posted to offset the impact of the disposal of capital assets totaling approximately \$154,000. Resolution: The Department made adjustments of approximately \$154,000 to reverse the duplicate entries in the Cost Allocation Billing system. This was reflected in the 2023 Statements of Charges.

55. Whether entries in UCABS made to correct the allocation of costs in the accounting system totaling approximately \$498,000 were incorrectly transferred twice. Resolution: The Department corrected the duplicate entry in a subsequent PR5/SWP interface in July 2021. This was reflected in the 2023 Statements of Charges.
56. Whether Industrial Waste Utilization, Inc. invoices related to 45 claim numbers included costs related to work performed at the Buena Vista Pumping Plant, Chrisman Pumping Plant, Edmonston Pumping Plant, Lost Hills, and Teerink Pumping Plant, but had costs allocated totaling approximately \$340,512 to the San Joaquin Field Division through alpha cost center 2300FFN907. Resolution: The Department reallocated costs for the Industrial Waste Utilization invoices, totaling approximately \$340,512, to the plants where the work was performed.
57. Whether Linda Rogers & Associates, Inc. invoices #20538 and #20569 related to claim 1403495 included costs related to the NERC Compliance Project (Statewide alpha allocation cycle C-FAD908), but had costs charged to the Delta Field Division through the C-AFE906 alpha allocation cycle totaling approximately \$135,000. Resolution: The Department reallocated the costs totaling approximately \$135,000 from PMO 75000240959 to Order MNERCRSOPRGM, in December 2021. This was reflected in the 2022 Statements of Charges.
58. Whether costs, totaling approximately \$512,420, for work performed at the San Joaquin Field Division by HDR Engineering, Inc. relating to claims 1393648, 1394897, 139596, 1396320, 1399349, and 1400312 were improperly allocated to the San Luis Field Division through the C-AFJ906 alpha allocation cycle. Resolution: The Department reallocated costs for the HDR Engineering invoices, totaling approximately \$512,420, from the San Luis Field Division to the San Joaquin Field Division.
59. Whether the calculated bonded costs related to Oroville incident costs were understated for 2017 - 2021 actuals, due to PR5 data being used instead of UCABS data, totaling approximately \$1,715,416. Resolution: The Department determined that the costs were properly included in the Contractors' charges. These bonded costs per UCABS are correctly matched in the Statements of Charges. PR5 only shows the related actual costs; UCABS data and the Statements of Charges costs include both actual costs and projected costs for a project.
60. Whether Unico Mechanical Corporation invoice related to claim 1401339 was double billed through UCABS direct-to-reach CA-R1, resulting in an overstatement of costs to the Contractors of approximately \$99,507. Resolution: The Department reversed the double-billed costs in October 2021, and the correction was reflected in the billing system.
61. Whether costs, totaling \$29,446, for work performed at the Edmonston Pumping Plant by Johnson Controls Fire Protection LP relating to claims 1400458 and 1402516 were improperly allocated to the Chrisman Pumping Plant. This results in a reallocation of costs among the Contractors of approximately \$29,446. Resolution: The Department moved

approximately \$29,446 to the Edmonston Pumping Plant and the correction was done in December 2021.

62. Regarding Suisun Marsh costs attributable to the United States Bureau of Reclamation (USBR), but not reimbursed by USBR, the Contractors agreed to release those claims upon the Department's execution of the Sisk Dam Cost Share Agreement. The Sisk Dam Cost Share Agreement was executed on October 12, 2023, and provides credits to the Contractors for certain Suisun Marsh costs.

### EXHIBIT 3

#### ISSUES THAT MAY BE EXCLUDED FROM THE TERM “CLAIMS” UPON 60 DAYS ADVANCE NOTICE

1. The Department of Water Resources’ change in funding the costs of the San Joaquin Valley Drainage program from the Capital Facilities Account (as established pursuant to Article 51 (b) (1) of the State Water Contract) prior to 2006 to operations and maintenance costs beginning in 2006, but not including the Department’s retention of unused Capital Facility Account balances in 2006 and 2007 for anticipated future year capital expenditures (which retention issue shall not be subject to exclusion upon 60 days notice).
2. All Claims arising out of or related to the determination, allocation and/or payment of fish and wildlife enhancement and recreation costs incurred in constructing, operating and maintaining the State Water Project Perris Reservoir and any of its appurtenant, ancillary or related facilities, including, but not limited to, such costs associated with any actions taken at Perris Reservoir to address seismic safety issues. (“Claims” as used in this item 2, does not include the issue described in Exhibit 1, item 1.)

**EXHIBIT 4**

**CONTRACTORS WHICH SIGNED PRIOR TOLLING AGREEMENT AMENDMENT  
EXTENDING TOLLING PERIOD TO DECEMBER 31, 2023, AND WHICH ARE  
EXPECTED TO ENTER INTO AMENDMENT TO EXTEND TOLLING PERIOD TO  
JUNE 1, 2026**

Valerie Pryor, General Manager  
Alameda County FC&WCD, Zone 7  
100 North Canyons Parkway  
Livermore, CA 94551

Mark Gilkey, Manager-Engineer  
Dudley Ridge Water District  
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Fresno, CA 93711-6162

Ed Stevenson, General Manager  
Alameda County Water District  
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Scott Sills, Manager  
Empire West Side Irrigation District  
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Stratford, CA 93266

Matt Knudson, General Manager  
Antelope Valley/East Kern Water Agency  
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Palmdale, CA 93551-2855

Amelia Minaberrigarai, General Counsel  
Kern County Water Agency  
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Bakersfield, CA 93302

Brad Stephens, County Counsel  
Butte County  
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Oroville, CA 95965

Kyria Martinez, County Administrative  
Officer  
County Of Kings  
1400 West Lacey Blvd  
Hanford, CA 93230

Matthew Stone, General Manager  
Santa Clarita Valley Water Agency  
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Santa Clarita, CA 91350

James Chaisson, General Manager  
Littlerock Creek Irrigation District  
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Littlerock, CA 93543

Diana Langley, City Manager  
City of Yuba City  
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Yuba City, CA 95993

John Schlotterbeck, Senior Deputy General  
Counsel  
Metropolitan Water District  
P.O. Box 54153  
Los Angeles, CA 90054

Jim Barrett, General Manager  
Coachella Valley Water District  
P.O. Box 1058  
Coachella, CA 92236

Adnan Anabtawi, General Manager  
Mojave Water Agency  
13846 Conference Center Drive  
Apple Valley, CA 92307

Jennifer Spindler, General Manager  
Crestline/Lake Arrowhead Water Agency

Christopher Silke, District Engineer  
Napa County FC & WCD



P.O. Box 3880  
Crestline, CA 92325

Mark Krause, General Manager  
Desert Water Agency  
P.O. Box 1710  
Palm Springs, CA 92263-1710

Dennis LaMoreaux, Resource and Analytics  
Director  
Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

Heather Dyer, Chief Executive General  
Manager  
San Bernardino Valley MWD  
380 East Vanderbilt Way  
San Bernardino, CA 92408

Darin Kasamoto, General Manager  
San Gabriel Valley MWD  
P.O. Box 1299  
Azusa, CA 91702

Lance Eckhardt, General Manager  
San Geronimo Pass Water Agency  
1210 Beaumont Avenue  
Beaumont, CA 92223

Kate Ballantyne, Deputy Director  
San Luis Obispo County FC&WCD  
976 Osos Street, Room 206  
San Luis Obispo, CA 93408

Matthew Young, Water Agency Manager  
Santa Barbara County Water Agency  
123 East Anapamu Street, 2nd Floor  
Santa Barbara, CA 93101-2058  
and

Ray Stokes, Executive Director  
Central Coast Water Agency  
255 Industrial Way  
Buellton, CA 93427-9565

1195 Third Street, Room 201  
Napa, CA 94559

Anthea Hansen, General Manager  
Oak Flat Water District  
P.O. Box 1596 / 17840 Ward Avenue  
Patterson, CA 95363

Rick L. Callender, Esq., Chief Executive  
Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

Chris Lee, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway  
Vacaville, CA 95688

Jacob Westra, General Manager  
Tulare Lake Basin WSD  
1001 Chase Avenue  
Corcoran, CA 93212

Glenn Shephard, Director  
Ventura County Watershed Protection District  
800 S. Victoria Avenue  
Ventura, CA 93009-1600  
and

Michael Flood, General Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oakview, CA 93022-9622





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Administration – Kyria Martinez/Domingo C. Cruz

**SUBJECT:** PUBLIC SAFETY REALIGNMENT & POST RELEASE COMMUNITY SUPERVISION 2023 PLAN

**SUMMARY:**

**Overview:**

On November 29, 2023, the Kings County Community Corrections Partnership (CCP) Committee met and approved the Public Safety Realignment & Post Release Community Supervision 2023 Plan. This plan is submitted to the Board of State and Community Corrections (BSCC) annually to meet the requirement of Assembly Bill 109 (AB 109) of 2011, which is to implement the provisions of public safety realignment, known as the Public Safety Realignment Act.

**Recommendation:**

**Approve the Public Safety Realignment and Post Release Community Supervision 2023 Plan for submission to the Board of State and Community Corrections.**

**Fiscal Impact:**

Public Safety Realignment allocations were adopted by the Board during Final Budget Hearings on August 8, 2023, in the amount of \$14,559,387. Below is the list of allocations.

Department	Total FY 23/24 Adopted	% of Total Allocated
Administration (111000)	\$ 47,491	0.33%
County Counsel (130000)	44,000	0.30%
Human Resources (140000)	65,900	0.45%
District Attorney (216400)	467,065	3.21%
Sheriff - AB 109 (221500)	10,975,568	75.38%
Probation (233100)	2,909,363	19.98%
Defense of the Accused (302500)	50,000	0.34%
	\$ 14,559,387	100.00%

(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

## PUBLIC SAFETY REALIGNMENT & POST RELEASE COMMUNITY SUPERVISION 2023 PLAN

December 12, 2023

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### BACKGROUND:

The California legislature passed the Public Safety Realignment Act (Assembly Bill 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. AB 109 took effect October 1, 2011. AB 109 legislation requires each county to develop its own implementation plan on how best to utilize sanctions and evidence-based practices to improve services and reduce recidivism. Every year, AB 109 tasks the local CCP Committee to review and update its Public Safety Realignment Plan to make sure that they are current.

Program funding with the Job Training Office (JTO) will continue to operate in this fiscal year, as it continues to show positive impacts, including increased numbers of clients securing jobs, and remaining crime free, since 2019. Based on the positive effects of the services provided by JTO, the CCP increased funding to include a second full-time equivalent (FTE) Employment and Training Technician I/II. The number of successful Post-Release Community Supervision (PRCS) clients this program assisted are outlined below, including the month of October 2023, Year-to-Date for 2023, 2022, 2021, and 2020, and a cumulative total:

PRCS Participants	Current Month	Year to Date	2022 to 2023	Cumulative
Total Referrals ( <i>Probation Dept. referrals to JTO/CCP Staff</i> )	8	31	68	412
Participants receiving Basic Career Services	7	27	75	407
Participants receiving Individualized Career Services	7	27	75	407
Participants utilizing Job Readiness Workshops	1	14	14	28
Participants obtaining Unsubsidized Employment	2	9	44	253
Recidivism Rates for Participants	1	1	3	24

The second FTE Employment and Training Technician I/II will provide the same services as outlined above for the PRCS clientele; however, the services will also be provided to clients on Mandatory Supervision and Formal Probation. The data provided below is for the Current Month and Year-to-Date (2022 to 2023) for Formal Probation referrals and Mandatory Supervision referrals.

Formal Probation Referrals	Current Month	Year to Date
Total Referrals ( <i>Probation Dept. referrals to JTO Staff</i> )	8	61
Participants receiving Basic Career Services	2	53
Participants receiving Individualized Career Services	2	53

# Agenda Item

## PUBLIC SAFETY REALIGNMENT & POST RELEASE COMMUNITY SUPERVISION 2023 PLAN

December 12, 2023

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<b>Mandatory Supervision Referrals</b>	<b>Current Month</b>	<b>Year to Date</b>
Total Referrals ( <i>Probation Dept. referrals to JTO Staff</i> )	1	6
Participants receiving Basic Career Services	1	6
Participants receiving Individualized Career Services	1	6

Prison realignment has increased the number of persons placed on probation and PRCS because of insufficient resources available to support. An increase in probationers have resulted in an increased workload and more violations of probation pretrials and hearings, thereby, requiring additional services from District Attorney staff. The department will continue to dedicate prosecution resources and investigation resources, when appropriate, toward review of PRCS violations, case preparation, court appearances, and proactive follow-up with PRCS participants.

The Sheriff's Office Program Division continues its jail programs, with the help of AB 109 funds such as general education development (GED) services, resume building in conjunction with the JTO and auto detailing, which teaches trade skills that can successfully lead to job security upon release.

Changes in funding awarded to the County included an increase in allocation of \$488,903 for Fiscal Year (FY) 2023-24 from FY 2022-23. There is a decrease of \$210,707 growth fund allocation for FY 2023-24, which the County was allocated \$719,221 in FY 2022-23. The growth fund allocation for FY 2023-24 is \$508,514. Growth funds are awarded based on performance measures, which include the Second Striker Reduction (total amount of second time offenders), Felony Probation Improvement (probationers sent to prison while on probation), Incarceration Reduction (reduction of felons to prison), or Low Incarceration Rates (lower count of felons against the statewide average).

During the upcoming year, an emphasis will continue to be placed on enhancing and providing evidenced-based programs for Community Supervision offenders needing these services in an effort to promote reducing recidivism rates. Evidence-based practices are supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or post-release supervision. Understanding rehabilitation and accountability are not mutually exclusive; the goal for reducing recidivism rates is to provide programming and treatment to address the root causes of criminality. In order to determine the appropriate programming and treatment, a Risk-Need-Responsivity model is used by the Probation Department. The Risk Principle matches the level of service to the offender's risk to reoffend. The Need Principle assesses the offender's criminogenic needs and targets those needs in treatment, and the Responsivity Principle involves maximizing the offender's ability to learn from rehabilitative intervention by providing cognitive behavioral treatment and tailoring the intervention to the learning style, motivation, abilities, and strengths of the offender.

Attached to this agenda item is the Kings County Public Safety Realignment & Post Release Community Supervision 2023 Plan.

**County of Kings  
Public Safety Realignment  
&  
Post Release Community Supervision  
2023 Plan**



**Executive Committee of the Community Corrections Partnership**

Nocona Soboleski, Court Executive Officer, Superior Court  
David Robinson, Sheriff  
Michael Kendal, Chief, Lemoore Police Department  
Sarah Hacker, District Attorney  
Shani Jenkins, Public Defender  
Lisa Lewis, Behavioral Health Director  
Leonard Bakker II, Chief Probation Officer (Chair)

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## **OVERVIEW OF 2011 PUBLIC SAFETY REALIGNMENT ACT (AB 109)**

In 2011, the California Legislature passed Assembly Bill (AB) 109 known as the Public Safety Realignment Act. This legislation transfers responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. AB 109 took effect October 1, 2011, and realigned three major areas of the criminal justice system. On a prospective basis, the legislation:

- Transferred the location of incarceration for lower-level offenders (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail, and provides for an expanded role for post-release supervision for these offenders; and
- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS); and
- Transferred the housing responsibility for parole and PRCS revocations to local jail custody. AB 109 also tasked the local Community Corrections Partnership (CCP), who acts as the governing body responsible for developing and submitting public safety realignment implementation recommendations to the Board of Supervisors. The CCP recommends a plan for implementation, which shall be deemed, accepted by the Board of Supervisors unless rejected by a 4/5th vote. The Executive Committee of the CCP for Kings County is composed of the Chief Probation Officer (Chair), Sheriff-Coroner, a Chief of Police (represented by the Lemoore Police Chief), District Attorney, Public Defender, Presiding Judge of the Superior Court or designee, and Behavioral Health Director.

### **BUDGET**

The costs associated with the efforts required under AB 109 are funded with a dedicated portion of state sales tax revenue and Vehicle License Fees (VLF). These funding sources are outlined in trailer bills AB 118 and Senate Bill (SB) 89 of 2011. The latter provided revenue to counties for local public safety programs, and the former established the Local Revenue Fund for counties to receive the revenues and appropriate funding for efforts required under 2011 Public Safety Realignment.

In November 2012, California voters approved Governor Brown's Proposition 30, which created a constitutional amendment that protected ongoing funding to the counties for Realignment. The amendment prohibits the Legislature from reducing or removing funding to counties for compliance with AB 109.

The table below outlines the distribution of Public Safety Realignment funds.



[1] 2022-23 AB 109 PROGRAM FUND BALANCE	[2] 2023-24 Allocation for AB 109 PROGRAMS	[3] 2023-24 Allocation for AB 109 DA/PD Activities (revocation)	[4] 2023-24 Allocation for CCP Planning	[5] Allocation for PRCS	[6] Anticipated One-Time State Mandated Reimbursement Funding	[7] 2022-23 One- Time Growth Funding	[8] 2023-24 10% Transfer Out to Innovation Sub- Account	[9] One-Time Realignment Backfill	Total 2023-24 Allocation	
KINGS	\$7,926,369	\$10,653,152	\$300,000	\$100,000	\$0	\$0	\$508,514	(\$50,851)	\$0	\$19,437,183

**FY 2023-24 Adopted Distribution of AB 109 Funds:**

	FY 12/13 Actual	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Actual	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Actual	Total FY 22/23 Adopted	Total FY 23/24 Adopted	% of Total Allocated
Administration (111000)	\$ 28,979	\$ 97,547	\$ 94,981	\$ 94,981	\$ 94,981	\$ 47,491	\$ 47,491	\$ 47,491	\$ 47,491	\$ 7,135	\$ 47,491	\$ 47,491	\$ 47,491	0.33%
County Counsel (130000)	18,230	89,676	88,164	88,164	88,164	44,000	44,000	44,000	44,000	44,000	44,000	44,000	44,000	0.30%
Human Resources (140000)	28,143	128,201	131,799	131,799	131,799	65,900	65,900	65,900	65,900	65,900	65,900	65,900	65,900	0.45%
District Attorney (216400)	-	68,088	114,027	263,822	237,408	95,515	186,639	330,298	346,981	416,447	317,522	414,833	467,065	3.21%
Sheriff - AB 109 (221500)	2,055,944	4,583,208	5,858,185	6,166,102	6,444,737	6,651,128	7,273,946	7,709,360	8,129,735	8,647,268	9,558,599	9,781,954	10,975,568	75.38%
Probation (233100)	1,237,666	1,991,655	1,783,259	1,770,495	1,791,889	1,595,922	1,685,716	1,916,437	1,988,747	1,839,174	2,190,980	2,636,149	2,909,363	19.98%
Defense of the Accused (302500)	37,750	30,750	27,500	32,500	53,250	53,250	80,875	104,517	35,905	42,013	26,244	85,000	50,000	0.34%
	\$ 3,457,456	\$ 7,031,984	\$ 8,148,579	\$ 8,604,500	\$ 8,918,008	\$ 8,600,242	\$ 9,384,566	\$ 10,218,003	\$ 10,658,759	\$ 11,061,936	\$ 12,250,735	\$ 13,075,327	\$ 14,559,387	100.00%

Fund Balance Reserved for Ongoing  
AB 109 Requirements: \$ 4,877,796

## PUBLIC SAFETY PARTNERS

### DISTRICT ATTORNEY

Prison realignment has increased the number of persons placed on probation and post-release community supervision (PRCS) because of insufficient resources available to support traditional incarceration. An increase in probationers and PRCS participants have resulted in an increased workload and more violations of probation and PRCS, additional crimes committed by probationers and PRCS participants while on supervision, resulting in, increased court hearings. These new violations and new offenses require additional services from District Attorney Staff.

The District Attorney will dedicate prosecution resources, and investigation resources, when appropriate, toward review of probation and PRCS violations, case preparation, court appearances, and proactive follow-up with PRCS participants. In addition, the District Attorney will continue to work towards the goal of reintegrating at-large PRCS offenders with the justice system in an effort to increase engagement and participation with the courts and justice partners. Where probation violations and PRCS cases involve victims, the Victim Witness Assistance Program advocates will provide support and services to victims, including court support should a case proceed to hearing.

### DEFENSE OF THE ACCUSED

Kings County's contracted public defense attorneys may work with the realigned offender population, and provide services to those individuals who qualify for county jail and alternative program placement sentences under AB 109. Under AB 118, the Legislature provided funding for the Public Defender to handle the additional workload.

### PROBATION DEPARTMENT

The Probation Department supervises offenders released from the California Department of Corrections and Rehabilitation under Post Release Community Supervision (PRCS). These offenders are comprised of those offenders whose most recent crime is non-serious pursuant to Penal Code (PC) 1192.7(c) and non-violent pursuant to 667.5(c) PC.

As of September 5, 2023, the department supervises **approximately** 308 PRCS Offenders with six (6.0) full time equivalent (FTE) Deputy Probation Officer I/II's. The PRCS Officers are assigned to Hanford, Lemoore, Corcoran, Avenal, and the unincorporated areas of Kings

County, these officers work closely with the respective police agency in their jurisdiction. Additionally, these officers work frequent night and weekend shifts to maximize supervision efforts

- **GLOBAL POSITIONING SYSTEM (GPS) MONITORING PROGRAM**

To help offset the increasing number of offenders in the Kings County Jail following criminal justice realignment, the Probation Department’s Electronic Monitoring Unit implemented a GPS Monitoring Program in November of 2011; this unit operates within the authority granted by Penal Code sections 1203.016 - 1203.018. GPS Monitoring allows the Department to closely monitor the whereabouts and movement of its participants 24 hours a day, 7 days a week with one (1.0) FTE Deputy Probation Officer III, one (1.0) FTE Deputy Probation Officer I/II and two (2.0) FTE Probation Technicians. As of September 5, 2023, the program **supervises** approximately **46** offenders who would otherwise be detained or sentenced to time in the Kings County Jail. In addition to being subject to 24/7 monitoring, these offenders are afforded the opportunity to maintain employment and attend treatment or other educational programs.

In addition to detained and sentenced inmates, the Probation Department utilizes GPS monitoring only pursuant to 1210.7 PC to maintain a higher level of supervision of high-risk offenders who are under supervision of the Department on PRCS, mandatory supervision, or probation. Further, the Probation Department operates a juvenile GPS house arrest program in collaboration with the Kings Juvenile Center and the Kings County Superior Court’s Court Juvenile Division.

The Probation Department signed a Memorandum of Understanding with the County’s Job Training Office (JTO) as recommended and approved by the CCP Executive Board. The goal of the collaborative effort is to assist in improving the quality of life in the communities by reducing crimes committed by individuals subject to PRCS, by providing valuable resources such as resume building and employment opportunities. The Department saw positive impacts, including increased numbers of clients securing jobs and remaining crime free. Based on the positive effects of the services provided by JTO, the CCP increased funding to include a second FTE, Employment and Training Technician I/II.

Job Training Office	\$211,149
Total:	\$211,149

The Probation Department’s struggle continues with recruiting Juvenile Correction Officers, as well as, retaining those positions. Currently, there are twenty-five (25) vacancies for the position of Juvenile Correction Officer. In calendar year 2021, there have been nineteen ( 19) Juvenile Correction Officer’s who have resigned (some resigning by email and phone without two-week notice), six ( 6) Deputy Probation Officer resignations and five ( 5) Probation Technician resignations. In calendar year 2022, there have been nine (9) Juvenile Correction Officer’s who have resigned. As a result of the dramatic understaffing, the Department has began requesting volunteers or mandating Deputy Probation Officers to work in the Juvenile Center on average of six to ten shifts per week. This results in the Deputy Probation Officer’s

duties, responsibilities not being met, and the workload/caseloads being unsupervised. The Department has struggled with this issue year-after-year, and it does not appear there will be any relief anytime soon.

The Probation Department, in collaboration with the Kings County Superior Court received grant funding for a Pretrial Pilot Program in 2019 to implement a non-monetary, risk-based alternative to incarceration for pre-trial offenders to alleviate jail overcrowding. The program began operating in March of 2020 with one (1.0) FTE Deputy Probation Officer III and four (4.0) FTE Probation Technicians with oversight by a Deputy Chief Probation Officer in cooperation with the Kings County Superior Court Executive Officer. The Pretrial Pilot Program safely reduces the number of low to medium risk incarcerated offenders pending Court, where bail is the only obstacle to pretrial release. The Pretrial Pilot Program officially ended in June 2022.

On July 12, 2021, the Governor of the State of California approved Senate Bill 129, Budget Act of 2021 which allocated funding to the Judicial Council for the implementation and operation of ongoing Court programs and practices that promote safe, efficient, fair, and timely pretrial release of individuals booked into jail. Therefore, the Probation Department, in collaboration with the Kings County Superior Court will continue to operate the Pretrial Release Program with funding provided by SB 129 and additional funding of \$350,000 provided by the CCP.

As of September 5, 2023, there are a total of 198 inmates who have been released from the Kings County Jail and are actively on the Pretrial Release program. Of the 198 clients on the program, 98 are being supervised on Pretrial Release and 100 are being supervised on Pretrial Release while on global positioning tracking (GPS).

Overall, between the operation of the Pretrial Release Program and the Probation Department's Electronic Monitoring Program, as of September 5, 2023, we have been able to remove 244 inmates from the Kings County Jail and safely supervise and monitor them in the community.

## **SHERIFF**

The Kings County Sheriff's Office (KCSO) saw an increase in the number of inmates beginning early in 2020, however, population numbers leveled off in 2021, and remain consistent into 2022, as we continue to see relief from the Coronavirus Disease 2019 (COVID-19) virus, and the fact that state prisons have re-opened inmate reception centers. The jail population hovered at approximately 450 inmates and above all year. The Sheriff's Office is currently citing the majority of bookings with bail amounts up to \$25,000 and authorizing supervisory staff to use a great deal of discretion to issue citations to appear on low-level offenses and warrant arrests.

COVID-19 protocols have been implemented consistent with California Department of Public Health (CDPH) guidelines to comply with vaccine and testing mandates. This process is ever changing to comply with repeated changes implemented by CDPH. KCSO continues to isolate all new housing intakes to prevent the spread of COVID-19 within the Kings County Jail.

Inmates are frequently tested, and have been offered approved COVID-19 vaccinations as additional measures to combat the virus and its spread within the facility.

A Detentions Lieutenant has been assigned to constantly monitor the protocols established by local, state, and federal entities to comply with employee testing and vaccine mandates.

Funding through AB 109 dollars does not cover all costs such as medical costs for inpatient and outpatient medical needs. The original CCP Board gave the majority of the funding to the Sheriff's Office to stop the early release of inmates that had been occurring for many years. Any further reductions in future funding will likely result in the early release of inmates back into the community.

In previous years and continuing into 2022-2023, the Sheriff's Office has increased its Programs Division staffing from one allocated position to three. These additions have allowed the Sheriff to expand the inmate programs to include:

The jail programs currently supported in whole or in part from AB 109 funds include:

- A chaplain is teaching a variety of Bible classes and helps organize other inmate religions needs.
- GED services, as well as computer skills, life skills and/or Narcotics and Alcoholics Anonymous (NA and AA) meetings. NA and AA programs have been reinstated now that COVID-19 restrictions were alleviated.
- In conjunction with the Job Training Office, the Programs Division of the Kings County Sheriff's Office has implemented resume building classes along with additional job preparation programs, held in the computer-equipped classroom. Hanford Adult School has also resumed their GED preparedness program, and are back in the facility on a regular basis.
- The Programs Division has implemented an animal husbandry class where inmates can assist in the care and nurture of pheasant chicklings to develop agricultural skills. The pheasant enclosure is in its second year of operation. The first series of hatchlings have been raised by inmate workers where they strategically released the birds into the wild to help with repopulation.
- All inmates are eligible to assist in a variety of career related areas including the vehicle maintenance shop, Kings County Animal Services, the jail kitchen, and county motor pool. Through these programs, inmates clean parks and community substations utilized by Sheriff's Office personnel.
- Sheriff's Office auto detailing program, which teaches trade skills that can successfully lead to job security upon release.

- The Sheriff's Office has also expanded its inmate calling service contract to include tablets, which can be issued to inmates. These tablets will be loaded with a variety of programs that will be helpful to them. Many of the programs are trade or educational related, but they will also have access to movies, be able to listen to music, communicate with family, etc.

Possibly, because of the pandemic and economic downturn, The Sheriff's Office has once again found itself struggling to recruit and retain detentions staff. Entering the 2022-2023 fiscal year, KCSO has over 10 vacancies in both the "Detentions Deputy" classification as well as the "Detentions Technician" classification. Various recruiting efforts have been utilized to include social media campaigns, etc. Additional "extra-help" background investigators have been hired (mostly CDCR retired annuitants) to process the influx of new applicants.

## **SUPPORT SERVICES**

### **VICTIM WITNESS**

The unit provides services to all victims of violent crime, as well as those offenders sentenced under AB 109. These services include orientation to the criminal justice system, court escort/support, victim of crime application assistance, crisis intervention, and referrals to other agencies. This unit has handled the influx of crime well. In April of 2015, this unit moved from under the management of the Probation Department to the District Attorney's Office.

### **COUNTY COUNSEL**

The County houses a great number of inmates who, because of past prison sentences, may be more contentious and file a significantly higher number of writs. One Attorney handles the defense of the Sheriff in these cases. This attorney handles all matters associated with AB 109.

### **HUMAN RESOURCES**

Human Resources manages recruitments to attract qualified candidates, facilitates the hiring process, and performs other related personnel tasks to maintain and support staffing of the additional funded positions in County Departments related to Realignment. Human Resources continues to work with the overall AB 109 increases in staffing and related turnover across the County on several personnel related issues.

### **ADMINISTRATION**

Administration performs data related analysis, and assists the departments with administrative, financial, and operational tracking functions, as well as construction activities. Administration completes annual realignment questionnaires for the State. Its efforts also include the preparation of this report.

Administration has also managed the financials for the SB 1022 jail expansion project. The project has been completed, administration completed the audit phase, and in the process of closing it out in the upcoming year.

**IN SUMMARY**

The table below provides a summary of Realignment Components:

<b>Population Affected</b>	<b>Component of Public Safety Realignment</b>	<b>Local Plan</b>
<b>Release from State Prison</b>	State prisoners serving sentences for non-violent, non-serious and non-sex offenses with one of these offenses in their criminal history will be placed on county post-release community supervision instead of state parole. The Court will adjudicate violations of county post-release community supervision.	The Probation Department is designated as the administrator of county post-release community supervision.
<b>On State Parole</b>	Violations of State Parole will be adjudicated by Board of Parole hearings.	The Parole Board hearings occur at the courts.
<b>Currently Held Pretrial in County Jail</b>	Certain inmates may be released pre-trial on electronic monitoring.	The Probation Department and the Sheriff are designated as administrators of electronic monitoring for pre-trial inmates.
<b>Currently Sentenced in County Jail</b>	Certain sentenced inmates may be placed on home detention.	The Sheriff and Probation designated as administrators of electronic monitoring for sentenced inmates.
<b>Measures and Outcomes</b>	Establish outcome measures related to local incarceration inmates and post-release community supervision populations (per AB109).	The Probation Department, in coordination with Administration, is designated to develop research design, collect data, and report on outcomes associated with AB109.
<b>Evidence Based Practices and Treatment</b>	Each of the involved agencies, including those participating in the Community Corrections Partnership, will support and/or assist in the implementation of the following activities, practices, and efforts.	- Flash Incarceration - Alternative Sanctions - Vocational Training - Educational Training - Specialized Courts - MH & AOD Services

**OUTCOMES**

Every year, the State allocates future Public Safety Realignment growth revenue to counties across the State from a dedicated portion of state sales tax and VLF. Starting in FY 2015/16, these allocations were based on performance measures that included three areas of incentives. Those performance measures and incentive areas included improvements in probation practices (80%), reductions in 2<sup>nd</sup> Strikers (\$36,575 per reduction), and improvements in State Prison incarceration measures (20%). Due to COVID-19, there was no growth allocation for Kings County for 2019-2020.

***2nd Striker Reduction***

The first step in calculating growth allocations is to determine which counties sent fewer felons to prison with second-strike designations than in the previous year. Counties get a direct allocation of \$36,575 for each one fewer second striker than the previous year. This allocation is taken off the top, so it is not part of the portions allocated based on incarceration or probation. There is a cap of 10% of the overall growth funding for 2nd striker reduction allocations.

***Probation – 80%***

**Felony Probation Success – 60%**: Sixty percent of growth funds are allocated by taking a county’s annual felony probation population and subtracting the number of those revoked to

prison or jail. The number of each county's non-revoked probationers is then calculated as a share of the number statewide, and the county receives that share of these funds.

**Felony Probation Improvement – 20%:** Twenty percent of growth funds are allocated to counties that improve their felony probation failure rate from one year to the next. A county's failure rate is determined by dividing its annual felony probation population by the number of probationers revoked to prison or jail. If that rate decreases from one year to the next, then the difference is multiplied by the county's total felony probation population. This gives the number that would have been revoked under the previous year's higher revocation rate. That number is then calculated as a share of the total number among all counties that qualify, and the county receives that share of these funds.

### ***Incarceration – 20%***

**Incarceration Reduction – 10%:** Ten percent of the growth funds are allocated to counties that send fewer felons to prison on new convictions from one year to the next. The difference is then calculated as a share of the total difference among all counties that qualify, and the county receives that share of these funds.

**Low Incarceration Rate – 10%:** Ten percent of the growth funds are allocated to counties that have a lower rate of incarceration per capita than the statewide rate. The rate is calculated by taking a county's number of felon admissions for new convictions and dividing it by the county's overall population. That rate is then compared to the statewide rate to determine how many more people would be imprisoned if the county's rate were not lower than the statewide rate. That number is then calculated as a share of the total number for all counties that qualify, and the county receives that share of these funds. See table below.

## Kings County's 2022-23 Community Corrections Growth

2nd Striker Reduction (\$36,575 per)						
		2nd Strikers - 2020	2nd Strikers - 2019	Reduction	2nd striker share	2nd striker \$
Kings		92	50	-	0.00%	\$ -
California		7,144	2,972	2	100%	\$ 73,150

Felony Probation Success (60%)						
		2020 Probation Population	Revoked to Jail or Prison	Successes	Statewide Share	\$
Kings		1,132	48	1,084	0.49%	\$ 58,413
California		231,318	8,394	222,924	100%	\$ 12,012,510

Felony Probation Improvement (20%)						
	2020 Failure Rate	2019 Failure Rate	Improvement	# of Probationers Improvement Represents	Statewide Share	\$
Kings	4.24%	7.44%	3.20%	36.22	11.24%	\$ 450,101
California	3.63%	3.08%	0.00%	322	100%	\$ 4,004,170

Incarceration Reduction (10%)						
	Incarcerated from County - 2020	Incarcerated from County - 2019	Incarcerated from County - Difference	Incarceration Reduction	Statewide Share	\$
Kings	370	251	47.41%	-	0.00%	\$ -
California	29,363	11,580	153.57%	4	100%	\$ 2,002,085

Low Incarceration Rate (10%)						
	County Population	Incarceration Rate - 2020	Rate Below Statewide	Prisoners Fewer Because Lower	Statewide Share	\$
Kings	151,059	0.24%	0.00%	-	0.00%	\$ -
California	39,303,157	0.07%		6,907	100%	\$ 2,002,085

Total						
					Statewide Share	Total Growth \$
					2.5307%	\$ 508,514
Feb-23					100.00%	\$ 20,094,000



## Goals

- 1) Continued collaboration with the Kings County Superior Court to provide a non-monetary, risk-based alternative to incarceration through the Pretrial Release Program to assist in alleviating jail overcrowding.
- 2) Continued collaboration with the Job Training Office to provide empirically based rehabilitative interventions for PRCS offenders, with addition to Mandatory Supervision and Formal Probation clientele.

Collaboration is an ongoing effort between all stakeholders.

## Measures

- 1) Continue Probation's efforts in measuring outcomes and recidivism levels for PRCS offenders. Staff is continuing its data tracking efforts. Probation continues exploring an updated and much needed case management system to increase the County's ability to track recidivism rates and outcomes. The Department's current case management system is 14 years old and ineffective.
- 2) Continue Probation's efforts in measuring a myriad of data points in the Pretrial Release Program in an effort to validate the programs assessment tool.
- 3) Number of offenders sentenced to alternative sentencing and probation programs.

In FY **2022-2023**, there were **530** offenders that participated in the GPS Monitoring Program. There were **479** participants that completed the program making the successful completion rate of **90%**. The average daily population for the program was **58**.

- 4) Number of offenders sent to State Prison and Local Custody.

In FY **2022-2023**, there were a total of **631\*** offenders sent to State Prison or Local Custody. The breakdown is as follows:

• Adult Felony – State Prison	<b>548 Offenders</b>
• Adult Felony – 1170(h) Straight Sentences	<b>19 Offenders</b>
• Adult Felony – 1170(h) Split Sentence	<b>63 Offenders</b>
• Adult Felony – 1170(h) Split Sentence Mandatory Supervision only	<b>1 Offenders</b>
	<b>Total 631 Offenders</b>

\*Does not include offenders who were immediately sentenced in Court without probation intervention or investigation. A large percentage of the offenders sentenced for offenses committed in the three State Prison facilities in the county are immediately sentenced.

In FY **2022-2023**, there were a total of **172** new offenders placed on Post Release Community Supervision.





# COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-2362  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Administration – Kyria Martinez/Megan Vega

**SUBJECT:** APPROVE THE FISCAL YEAR 22-23 ANNUAL PUBLIC FACILITIES  
IMPACT FEES REPORT

**SUMMARY:**

**Overview:**

The Mitigation Fee Act, Government Code § 66000 et. seq. provides for the use of impact fees, also known as public facility fees, to offset the impact of growth on government facilities. On June 21, 2005, the Board adopted Ordinance No. 633, Development Impact Fees. Government Code 66006 requires that within 180 days after the close of the fiscal year, the County shall make available to the public an annual report of the collection and use of these fees. The County is required to review the report at a regularly scheduled meeting at least 15 days after the report is made available to the public.

**Recommendation:**

- a. Approve the County of Kings Public Facilities Impact Fees Annual Report for fiscal year ending June 30, 2023;
- b. Provide direction on how to proceed with future impact fees.

**Fiscal Impact:**

None.

**BACKGROUND:**

Ordinance No. 633, pertaining to Development Impact Fees, was introduced immediately following a public hearing on June 14, 2005. The Board adopted the Ordinance on June 21, 2005, and the Development Impact Fees became effective on August 22, 2005. In 2015, a new fee study took place, and the Board reestablished the impact fees based on that study on January 5, 2016. This Ordinance allows the County to collect facility fees for the following categories:

- 1. Countywide Public Protection
- 2. Fire
- 3. Library

(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**

## **REVIEW OF FISCAL YEAR 22-23 ANNUAL PUBLIC FACILITIES IMPACT FEES REPORT/STUDY SESSION**

**December 12, 2023**

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4. Animal Control
5. Sheriff's Patrol and Investigation.
6. Admin Charge (2.5%)

The County is required to annually make available to the public certain information relative to the Public Facilities Impact Fees within 180 days of the close of the fiscal year. The Board of Supervisors must review the information at its next regularly scheduled meeting, not less than 15 days after the information is made available to the public. The presentation of the annual report to your Board, including this report together with Attachment A, satisfies that legal requirement. The information includes:

1. A brief description of the fee.
2. The amount of the fee.
3. The beginning and ending balance of the fee fund.
4. The amount of the fee collected and interest earned.
5. Identification of the public improvements or acquisitions for which the fee was expended, the amount of the expenditure and the percentage funded by the fee.
6. The date by which construction will begin or acquisitions made if sufficient funds are available.
7. A description of each inter-fund transfer or inter-fund loan from the fund.
8. The amount of refunds made of unexpended funds once all projects for which the fee was imposed are completed.

### **Construction Schedule**

Ordinance 633 requires the development of a construction schedule, which must be reviewed and approved by your Board in order for the Development Impact Fees to be collected at the time building permits are issued. The Construction Schedule was last updated in August 9, 2022, and is attached as Exhibit A. The Construction Schedule was established for the facilities' development related to impact fee revenue and describes the public facilities that will be expanded or newly constructed. This schedule is tied to population growth.

### **Fee Table**

The fees were originally established by a Nexus Study to ensure that the fees do not exceed a reasonable contribution imposed on developments to fund facilities due to growth. Prior to Assembly Bill (AB) 602, Nexus studies were required every ten years. The County conducted the first Nexus study in 2005 to establish the Impact Fee program and again in 2015 to re-evaluate and adjust the fee schedule.

In addition to Nexus studies, the County may evaluate an inflation index annually and adjust the fee table accordingly. In the past, the County has used the ENR Construction Cost Index average of Los Angeles and San Francisco. The ENR uses a 20-city average nationwide to calculate both the Construction Cost Index (CCI) and Building Cost Index (BCI). Of those cities, the only two Californian cities are Los Angeles and San Francisco, which is why the average of the two have been used as past practice.

The Construction Cost Index and Building Cost Index use the same material metrics for approximating inflation; however, they use two different labor metrics. CCI is based on common labor with a lower hourly rate but at 200 hours. The BCI uses skilled labor with a higher hourly rate but only at 63.38 hours. The California Construction Cost Index is the BCI average of the two cities.

# Agenda Item

## REVIEW OF FISCAL YEAR 22-23 ANNUAL PUBLIC FACILITIES IMPACT FEES REPORT/STUDY SESSION

December 12, 2023

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In 2015-16 a Nexus study was completed and resulted in a 20% increase to the fee table. The following adjustments have since been made resulting an approximate cumulative increase of 6.8% over the past seven years:

<u>Fiscal Year (FY)</u>	<u>ENR CCI</u>	<u>Board Action</u>
2015-16	20% average increase	20% average increase – based on a fee study
2016-17	2.48% increase	2.48% increase
2017-18	2.0% increase	2.0% increase
2018-19	3.16% increase	No change in fees
2019-20	2.16% increase	2.16% increase
2020-21	3.58% increase	No change in fees
2021-22	1.59% increase	No change in fees
2022-23	12.61% increase	No change in fees

### Impact Fee Projects

#### Completed Projects:

Minor's Advocate & District Attorney Relocation: Began in FY 2007-08 and involved relocating the Minor's Advocate offices to a larger location and remodeling the existing Minor's Advocate office space for use by the District Attorney. These two projects were completed in FY 2008-09.

Morgue Relocation: Began in FY 2011-12. This project was funded \$390,000 in Public Protection impact fees and is completed.

Jail Expansion: Began in FY 2011-12. This project was funded \$2,290,000 in Public Protection impact fees and was completed in FY 2015-16. The approximate total construction cost was \$33.2 million.

#### In Progress & Future Projects:

Juvenile Center Remodel Project: The Juvenile Center Remodel construction began FY 2021-22. A total of \$3,718,340 in impact fees were used to fund this project. This project is approximately \$20 million total. This project is estimated to be completed in Spring 2024.

Sheriff's Evidence Space: A permanent facility is still needed. In the FY 2023-24 budget, \$1,340,709 was included for this project and is estimated to begin within the next year or two.

Other future projects that have not yet begun but are on the Construction Schedule can be found on Exhibit A – Fee Construction Schedule.

### Nexus Study

Prior to AB602, Nexus Studies were required every ten years prior to the adoption of public facilities impact fees to establish a reasonable connection between development, growth of the community, and need of new infrastructure to maintain existing levels of service for development. The first Nexus Study for Kings County was completed in 2005 and shortly thereafter, Ordinance No. 633 was established to

## **Agenda Item**

### **REVIEW OF FISCAL YEAR 22-23 ANNUAL PUBLIC FACILITIES IMPACT FEES REPORT/STUDY SESSION**

**December 12, 2023**

**Page 4 of 4**

allow the County to collect impact fees. An updated study was completed in 2015 resulting in board action to increase the impact fees by approximately 20%.

#### **AB602 Updates**

In September 2021 AB602 changed the regulations requiring a new Nexus Study to be completed every eight instead of every ten years. The County has contracted with Willdan Financial Services to complete this study. A Final Draft is available for public view and will be brought to the Board of Supervisors at a Public Hearing recommending its adoption.

Additional changes include providing better transparency of reporting by requiring jurisdictions to post certain information to the agency's website. This information can be found under the "Services" Section of countyofkings.com or: <https://www.countyofkings.com/services/impact-fees>

#### **Required Notices**

Required notices and the annual report were mailed on November 27, 2023 to interested parties as required: Building Industry Association of Tulare/Kings Counties, Inc., the Gas Company, and the Cities of Corcoran, Avenal, Hanford, and Lemoore. A notice was also published in the Hanford Sentinel on November 25, 2023.

Attachments:

FY 2022-23 Annual Public Facilities Impact Fees Report  
Exhibit A – Fee Construction Schedule

County of Kings

FY2022-23 Annual Public Facilities Impact Fees Report

Fiscal Year Ending on June 30, 2023

Prepared in accordance with Government Code Section 66006(b)

Notice for Availability to Public Review: Hanford Sentinel November 25, 2023

Letters Mailed to Interested Parties in accordance with Government Code Section 66006(b)(2): November 27, 2023

## Public Facilities Impact Fee Introduction

In this report, the public facilities impact fees for County of Kings are the current costs for expanding public facilities for the following fee categories:

- Countywide Public Protection
- Fire
- Library
- Sheriff Patrol & Investigation
- Animal Control

The Mitigation Fee Act, Government Code § 66000 et. seq. provides for the use of impact fees, also known as public facility fees, to offset the impact of growth on government facilities. On June 21, 2005, the Board adopted Ordinance No. 633, Development Impact Fees.

The description of the types of fees in the account categories are as follows:

### Countywide Public Protection

Public protection facilities serve both residents and businesses. The purpose of this fee is to ensure that new developments fund its fair share of public protection facilities. Demand for services and associated facilities are based on the County's service population including residents and workers.

### Fire

Fire facilities are used to provide services to both residents and businesses in the unincorporated areas of the County and in the Cities of Avenal and Corcoran. The purpose of the fire impact fee is to fund the fire facilities needed to serve new development in the service areas. The service population used to determine the demand for fire facilities includes both residents and workers in these areas.

### Library

Libraries facilities primarily serve residents throughout the County. The purpose of this fee is to ensure that new development funds its fair share of libraries. Demand for services and associated facilities are based on the County's residential population.

### Sheriff Patrol & Investigation

Sheriff patrol and investigation facilities serve both the residents and businesses in the unincorporated areas of the County. The purpose of this fee is to ensure that new development funds its fair share of sheriff patrol and investigation facilities. Demand for services and associated facilities are based on the County's unincorporated service population including residents and workers.

### Animal Control

Animal services facilities primarily serve residents in the unincorporated areas of the County, plus the Cities of Hanford and Lemoore. The purpose of the fee is to ensure that new development funds its fair share of animal services facilities. Demand for services and associated facilities are based on the County's residential population in these areas.



## Impact Fee Table

The Public Facilities Fees are imposed in the amounts listed in the Impact Fee Table below. These are the most current rates as adopted by the Board of Supervisors on 10/10/22.

	Public Protection	Fire	Library	Animal Control	Sheriff's Patrol & Investigation	Admin Fee (2.5)	Totals
<b>Unincorporated</b>							
Residential							
Single Family Unit	1,134.34	1,919.40	475.57	11.72	328.46	96.74	3,966.22
Multi-family Unit	907.46	1,535.52	380.45	9.39	262.76	77.39	3,172.97
Nonresidential							
Retail	355.59	601.69			102.96	25.99	1,086.24
Office	444.49	752.11			128.70	33.14	1,358.44
Industrial	266.69	451.27			77.21	19.88	815.06
<b>City of Avenal</b>							
Residential							0.00
Single Family Unit	1,134.34	1,919.40	475.57			88.23	3,617.53
Multi-family Unit	907.46	1,535.52	380.45			70.59	2,894.02
Nonresidential							
Retail	355.59	601.69				23.93	981.22
Office	444.49	752.11				29.91	1,226.51
Industrial	266.69	451.27				17.95	735.91
<b>City of Corcoran</b>							
Residential							0.00
Single Family Unit	1,134.34	1,919.40	475.57			88.23	3,617.53
Multi-family Unit	907.46	1,535.52	380.45			70.59	2,894.02
Nonresidential							
Retail	355.59	601.69				23.93	981.22
Office	444.49	752.11				29.91	1,226.51
Industrial	266.69	451.27				17.95	735.91
<b>City of Hanford</b>							
Residential							0.00
Single Family Unit	1,134.34		475.57			40.54	1,650.44
Multi-family Unit	907.46		380.45			32.43	1,320.35
Nonresidential							
Retail	355.59					8.88	364.48
Office	444.49					11.12	455.61
Industrial	266.69					6.66	273.35
<b>City of Lemoore</b>							
Residential							0.00
Single Family Unit	1,134.34		475.57			40.54	1,650.44
Multi-family Unit	907.46		380.45			32.43	1,320.35
Nonresidential							
Retail	355.59					8.88	364.48
Office	444.49					11.12	455.61
Industrial	266.69					6.66	273.35

## History of Impact Fee Changes

The Board of Supervisors may adopt new fees with a Nexus Justification Study or apply an adjustment to the existing impact fee schedule to account for inflation. Below is a summary of the ENR published Construction Cost Index and the board action of impact fee schedules.

The ENR Construction Cost Index used is the average of Los Angeles and San Francisco rates.

<u>Fiscal Year (FY)</u>	<u>ENR CCI</u>	<u>Board Action</u>
2009-10	6.55% increase	No change in fees
2010-11	-0.30% decrease	-0.30% decrease
2011-12	3.54% increase	No change in fees
2012-13	2.32% increase	No change in fees
2013-14	-0.01% decrease	-0.01% decrease
2014-15	4.70% increase	4.70% increase
2015-16	20% increase	20% average increase – based on a fee study
2016-17	2.48% increase	2.48% increase
2017-18	2.0% increase	2.0% increase
2018-19	3.16% increase	No change in fees
2019-20	2.16% increase	2.16% increase
2020-21	3.58% increase	No change in fees
2021-22	1.59% increase	No change in fees
2022-23	12.61% increase	No change in fees

## Public Facility Impact Fee Revenue

The table below shows the County received \$1,162,460.49 in impact fees and \$73,109.72 in interest for the period of July 1, 2022 through June 30, 2023.

<b>IMPACT FEES</b>				
<b>Revenues</b>				
<b>July 1, 2022 - June 30, 2023</b>				
	<b>Fee Category</b>	<b>Fees Collected</b>	<b>Interest</b>	<b>Fees Collected &amp; Interest Earned</b>
187301	Countywide Public Protection	\$ 685,548.59	\$ 7,978.07	\$ 693,526.66
187302	Fire	\$ 177,834.33	\$ 28,318.71	\$ 206,153.04
187303	Library	\$ 243,010.02	\$ 33,283.84	\$ 276,293.86
187304	Sheriff Patrol & Investigation	\$ 9,732.58	\$ 2,706.84	\$ 12,439.42
187305	Animal Control	\$ 276.90	\$ 205.19	\$ 482.09
187306	Administration	\$ 46,058.07	\$ 617.07	\$ 46,675.14
		<b>\$ 1,162,460.49</b>	<b>\$ 73,109.72</b>	<b>\$ 1,235,570.21</b>

## Public Facility Impact Fee Expenditures

There were no expenditures for public improvements for the period of July 1, 2022 through June 30, 2023.

There were no interfund transfers or loans made from any of these funds for the period of July 1, 2022 through June 30, 2023.

There were no refunds made pursuant to subdivision (e) of Section 66001 and no allocations pursuant to subdivision (f) of Section 66001 for the period of July 1, 2022 through June 30, 2023.

Administration fee is to fund the Public Facilities Impact Fee program. For the period of July 1, 2022 through June 30, 2023, \$17,487 was expended on professional services to complete an updated Nexus Justification Study for the County in accordance with AB 602.

<b>IMPACT FEES</b>						
<b>Expenditures</b>						
<b>July 1, 2022 - June 30, 2023</b>						
<b>Fee Category</b>	<b>Administration/ Professional Services</b>	<b>Capital Projects/ Acquisition s</b>	<b>Interfund Transfers/ Loans</b>	<b>Refunds</b>	<b>Total Expenditures</b>	
187301	Countywide Public Protection	\$ -	\$ -	\$ -	\$ -	\$ -
187302	Fire	\$ -	\$ -	\$ -	\$ -	\$ -
187303	Library	\$ -	\$ -	\$ -	\$ -	\$ -
187304	Sheriff Patrol & Investigation	\$ -	\$ -	\$ -	\$ -	\$ -
187305	Animal Control	\$ -	\$ -	\$ -	\$ -	\$ -
187306	Administration	\$ 17,487.00	\$ -	\$ -	\$ -	\$ 17,487.00
		<b>\$ 17,487.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,487.00</b>

### Fund Balances

The table below shows the ending fund balance for each Impact Fee Category.

<b>IMPACT FEES</b>					
<b>Ending Fund Balance</b>					
<b>July 1, 2022 - June 30, 2023</b>					
<b>Fee Category</b>	<b>Beginning Balance as of 7/1/22</b>	<b>Revenues FY 2022-23</b>	<b>Expenditures FY 2022-23</b>	<b>Ending Balance as of 6/30/23</b>	
187301	Countywide Public Protection	\$ 260,713.41	\$ 693,526.66	\$ -	\$ 954,240.07
187302	Fire	\$ 1,786,032.70	\$ 206,153.04	\$ -	\$ 1,992,185.74
187303	Library	\$ 2,074,616.31	\$ 276,293.86	\$ -	\$ 2,350,910.17
187304	Sheriff Patrol & Investigation	\$ 173,177.10	\$ 12,439.42	\$ -	\$ 185,616.52
187305	Animal Control	\$ 13,282.95	\$ 482.09	\$ -	\$ 13,765.04
187306	Administration	\$ 50,750.48	\$ 46,675.14	\$ 17,487.00	\$ 79,938.62
		<b>\$ 4,358,572.95</b>	<b>\$ 1,235,570.21</b>	<b>\$ 17,487.00</b>	<b>\$ 5,576,656.16</b>

## Public Improvements

### Juvenile Center Remodel

The Juvenile Center Remodel construction began on August 3, 2021. A total of \$3,718,340 in impact fees were used to fund this project. This project is approximately \$20 million total and about 19% funded by impact fees. This project is estimated to be completed in Spring 2024.

**KINGS COUNTY IMPACT FEE CONSTRUCTION SCHEDULE**  
**Five Year Construction Schedule FY 2020-2025**

Impact Fee Category	Location	Project Name	Description of Work	FY Work Starts	Estimated Cost	Funding Source				
						Impact Fees	Grant Funds	General Fund	Loan	Total
<b>Public Protection</b>										
	County Counsel	Relocate to new site	Relocate to new site	FY 2020-2025	582,446	388,625	0	193,821	0	582,446
	Grand Jury	Office Space and Expansion	Office Space and Expansion	FY 2020-2025	350,618	233,943	0	116,675	0	350,618
	Public Guardian Relocation	Relocate to new site	Relocate to new site	FY 2020-2025	578,746	386,157	0	192,590	0	578,747
	Minor Advocate Relocation	Relocate to new site	Relocate to new site	FY 2020-2025	651,295	434,563	0	216,732	0	651,295
	SB81 Juvenile Center	Construction/Remodel	Facility Relocation and Expansion	FY 2020-2025	20,111,754	3,718,340	9,600,000	6,793,414	0	20,111,754
	Administration	Capital Improvement Plan	Update Capital Improvement Plan	FY 2020-2025	7,000	7,000	0	0	0	7,000
			<b>Sub totals</b>		22,281,859	5,168,628	9,600,000	7,513,232	0	22,281,860
<b>Fire Protection</b>										
	Fire Department	Fire Department Administration	Fire Department Administration	FY 2020-2025	1,463,535	1,503,535	0	0	0	1,463,535
	Administration	Capital Improvement Plan	Update Capital Improvement Plan	FY 2020-2025	7,000	6,000	0	1,000	0	7,000
			<b>Sub totals</b>		1,470,535	1,509,535	0	1,000	0	1,470,535
<b>Animal Control</b>										
	FF& E, Relocation, Holding Spaces	FF& E, Relocation, Holding Spaces	Add to existing animal detention space. Accumulate for future expansion.	FY 2016-2020	309,800	5,337	0	304,463	0	309,800
	Administration	Capital Improvement Plan	Update Capital Improvement Plan	FY 2020-2025	7,000	7,000	0	0	0	7,000
			<b>Sub totals</b>		316,800	12,337	0	304,463	0	316,800
<b>Sheriff Operations (Patrol &amp; Inv)</b>										
	Evidence & Vehicular Storage	Evidence & Vehicular Storage	Construct evidence & vehicular storage	FY 2020-2025	1,770,641	100,000	0	1,670,641		1,770,641
	SWAT Dive Team	Swat Dive Team	Swat Dive Team	FY 2020-2025	1,695,546	49,159	0	1,646,387		1,695,546
	Administration	Capital Improvement Plan	Update Capital Improvement Plan	FY 2020-2025	7,000	7,000	0	0	0	7,000
			<b>Sub totals</b>		3,473,187	156,159	0	3,317,028	0	3,473,187
<b>Library</b>										
	Lemoore Library	Lemoore Expansion	Renovation of Interior spaces, modifications, etc.	FY 2020-2025	1,342,000	1,114,123	0	227,877	0	1,342,000
	Lemoore Library	Lemoore Expansion	Floor plan reconfiguration, interior finish, etc.	FY 2020-2025	599,450	363,656	0	235,794	0	599,450
	New Toilet Room	Lemoore Expansion	Renovated toilet room	FY 2020-2025	248,900	150,995	0	97,905	0	248,900
	Administration	Capital Improvement Plan	Update Capital Improvement Plan	FY 2020-2025	7,000	7,000	0	0	0	7,000
			<b>Sub totals</b>		2,197,350	1,635,774	0	561,576	0	2,197,350
			<b>Grand Totals</b>		<b>\$29,739,731</b>	<b>\$8,482,433</b>	<b>\$9,600,000</b>	<b>\$11,697,299</b>	<b>\$0</b>	<b>\$29,739,732</b>

See Government Code Section 66002





# COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-2362  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM December 12, 2023

**SUBMITTED BY:** Administration – Kyria Martinez/Megan Vega

**SUBJECT:** REVIEW OF FISCAL YEAR 22-23 ANNUAL PUBLIC FACILITIES  
IMPACT FEES REPORT/STUDY SESSION

**SUMMARY:**

**Overview:**

The Mitigation Fee Act, Government Code § 66000 et. seq. provides for the use of impact fees, also known as public facility fees, to offset the impact of growth on government facilities. On June 21, 2005, the Board adopted Ordinance No. 633, Development Impact Fees. Government Code 66006 requires that within 180 days after the close of the fiscal year, the County shall make available to the public an annual report of the collection and use of these fees. The County is required to review the report at a regularly scheduled meeting at least 15 days after the report is made available to the public.

**Recommendation:**

**Receive an overview of Public Facilities Impact Fees and the Fiscal Year 2022-2023 Annual Report.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Government code 66006(b) requires the Board of Supervisors review the Public Facilities Impact Fees Annual Report within 180 days after the close of the fiscal year. This presentation reviews the required information as specified in the Mitigation Fee Act.

Assembly Bill 602 was passed in September 2021 resulting in changes to the Mitigation Fee Act including the requirement for Nexus Studies every eight years. This presentation will review Nexus Studies and the impact of inflation on the Public Facilities Impact Fee program.

**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.