

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
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, January 23, 2024
Time: 9:00 a.m.
Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mee0c5d6df9fcf8d60f7ad0a2476f2802>

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

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https://youtube.com/live/95RYX3Uf_p4?feature=share

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



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 regular meeting for January 9, 2024.
- B.** Approval of the minutes from the regular meeting for January 9, 2024.

IV. CONSENT CALENDAR

A. Assessor/Clerk/Recorder:

- 1. Consider approving the Agreement with Harold W. Bertholf, Incorporated to provide appraisal services for oil and gas producing properties located in Kings County retroactively effective from January 1, 2024 through December 31, 2026.

B. Public Health Department:

- 1. a. Consider approving the rollover from Fiscal Year 2022-23 of three grant balances under budget unit 411300 Health – Communicable Disease Clinic and one grant balance under budget unit 419600 Health Department Grant Program;
b. Adopt the budget change. **(4/5 vote required)**
- 2. a. Consider authorizing the Director of Public Health to accept a \$15,600 sponsorship from Anthem Health for Community Health Assessment data collection incentives;
b. Adopt the budget change. **(4/5 vote required)**
- 3. a. Consider authorizing the Director of Public Health to accept a \$24,400 sponsorship from CalVIVA for Community Health Assessment data collection incentives;
b. Adopt the budget change. **(4/5 vote required)**
- 4. Consider adopting a Resolution authorizing the Director of Public Health to execute and submit all necessary grant documentation to implement the Solid Waste Local Enforcement Agency Grant program.

C. Public Works Department:

- 1. a. Consider approving the Final Map for Tract 931, Phase 2 (Utica JLJ);
b. Authorize the Clerk of the Board to sign the map.
- 2. Consider accepting the dedication for In-Lieu Parcel Map 22-10 (MPB Ranches, Michael P. Bujulian and Barbara A. Bujulian) into the County Maintained Mileage.

D. Administration:

- 1. Consider approving the Standard Agreement Amendment with the California Department of Corrections and Rehabilitation for the County's Senate Bill 81 Round Two Juvenile Center Remodel Project through December 31, 2025.



V. REGULAR CALENDAR

A. Fire Department – William Lynch

1. a. Consider authorizing the purchase of the 2018 Caterpillar D6NXL Dozer from Central Valley Trailer Repair Incorporated;
- b. Authorize the purchase of the 2022 Cozad low-boy trailer from Central Valley Trailer Repair Incorporated;
- c. Authorize the Fire Chief to sign the sales quote and all supporting documents with Central Valley Trailer Repair Incorporated for the purchase of the dozer and trailer;
- d. Adopt the budget change. **(4/5 vote required)**

B. Sheriff's Office – David Robinson

1. a. Consider approving the Agreement with Evidence IQ, Incorporated for a Ballistics IQ camera and software retroactively effective from November 9, 2023 through November 8, 2026;
- b. Authorize the Purchasing Manager to sign the Agreement with Evidence IQ, Incorporated for a Ballistics IQ camera and software.

VI. STUDY SESSION

A. Administration – Kyria Martinez

1. Receive an overview and update on the draft calendar year 2024 State and Federal Legislative Platform.

VII. 10:00 AM PUBLIC HEARING

A. Community Development Agency – Chuck Kinney/Noelle Tomlinson

1. a. Conduct a public hearing on the partial rescission of a Land Conservation Williamson Act contract and simultaneously entering into a new Land Conservation Williamson Act contract in relation to In Lieu Parcel Map Number 22-10;
- b. Find that the partial rescission of a Land Conservation Williamson Act contract and simultaneously entering into a new Land Conservation Williamson Act contract is categorically exempt from environmental review pursuant to the California Environmental Quality Act Guidelines Section 15317, and none of the circumstances in Section 15300.2 apply;
- c. Adopt a Resolution to partially rescind Land Conservation Williamson Act Contract Number 1709 and simultaneously enter into a new Land Conservation Williamson Act Contract Number 2100.

VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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



- IX. CLOSED SESSION**
- ◆ **Personnel Matter: [Govt Code Section 54957]
Public Employee Appointment: Fire Chief**
 - ◆ **Personnel Matter: [Govt Code Section 54957]
Public Employee Appointment: Library Director**
 - ◆ **Workers Compensation Settlement: (1 Case) [Govt Code Section 54956.95]**
 - ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)]**

X. ADJOURNMENT
 The next regularly scheduled meeting will be held on Tuesday, January 30, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

<i>FUTURE MEETINGS AND EVENTS</i>		
January 30	9:00 AM	Regular Meeting
February 6	9:00 AM	Regular Meeting
February 13	--	Regular Meeting Canceled - Board Members participating in National Association of Counties Legislative Conference
February 20	--	Regular Meeting Canceled due to President's Day Holiday on February 19
February 27	9 :00 AM	Regular Meeting

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

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
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, January 9, 2024
Time: 9:00 a.m.
Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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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. 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.

Lupe Villa, Kings County Registrar of Voters gave the Board an update on the upcoming elections on the local level and special election for Congressional District 20 and discussed the fiscal impacts to the County for a special election.

David Robinson, Kings County Sheriff gave an update to the Board on the road construction and travel routes for Stratford and Kettleman City in the upcoming months and discussed the fiscal impacts to local businesses due to the routing of traffic out of the County.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for January 2, 2024.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their January 2, 2024 meeting.

B. Approval of the minutes from the regular meeting for January 2, 2024.

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

IV. CONSENT CALENDAR

A. County Counsel:

1. Consider reappointing Helen Wells as a Trustee of the Hanford Cemetery District to fill a vacant term of office that expires on January 1, 2028.

B. Administration/Board of Supervisors:

1. Consider appointing one member to the Kings In-Home Supportive Services Advisory Committee.

2. Consider appointing one member to the Kings County Homelessness Collaborative.

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

V. REGULAR CALENDAR

A. Administration – Kyria Martinez

Chemical Waste Management – Bob Henry

1. Consider accepting the report from Chemical Waste Management.

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

B. Community Development Agency – Chuck Kinney

1. a. Consider authorizing the transfer of High-Speed Rail mitigation funds which are necessary to update the Kings County General Plan and Development Code;

b. Authorize the release of a Request for Proposal to hire a consultant for services necessary to update the Kings County General Plan and Development Code;

c. Adopt the budget change. **(4/5 vote required)**

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



C. Department of Finance – Erik Ureña/Megan Campbell

1. a. Consider approving the “Request to Sell Tax-Defaulted Property Subject to the Power of Sale” at a public internet auction and the “Authorization and Report of Sales,” which lists the properties;
- b. Authorize the Assistant Finance Director to reduce the minimum bid price if no bids are received during the initial auction;
- c. Approve the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to parties of interest.

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

2. a. Consider approving the “Request to Sell Tax-Defaulted Property Subject to the Power of Sale” at a Sealed Bid Sale and the “Authorization and Report of Sales,” which lists the properties;
- b. Authorize the Tax Collector to reduce the minimum bid price if no bids are received;
- c. Approve the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with parties of interest notification.

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

D. Administration – Kyria Martinez/Matthew Boyett

1. a. Consider appointing a Delegate Supervisor to the Rural County Representatives of California Board of Directors;
- b. Appoint an Alternate Supervisor to the Rural County Representatives of California Board of Directors;
- c. Appoint a Delegate Supervisor to the Golden State Finance Authority Board of Directors;
- d. Appoint an Alternate Supervisor to the Golden State Finance Authority Board of Directors;
- e. Appoint a Delegate Supervisor to the Golden State Connect Authority Board of Directors;
- f. Appoint an Alternate Supervisor to the Golden State Connect Authority Board of Directors;
- g. Appoint a Delegate Supervisor to the Rural Counties Environmental Services Joint Powers Authority Board of Directors;
- h. Appoint an Alternate Supervisor to the Rural Counties Environmental Services Joint Powers Authority Board of Directors.

ACTION: APPROVED APPOINTING SUPERVISOR VERBOON AS THE DELEGATE AND SUPERVISOR ROBINSON AS THE ALTERNATE AS PRESENTED (RV, RF, JN, RR, DV-Aye)

2. Consider approving the memorandum of understanding with the City of Hanford to initiate the annexation of six county islands that are substantially surrounded within the city of Hanford.

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



VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Robinson stated that he attended a meeting with Laura Brown and Roger Isom to discuss Air District activities and attended a meeting with Hanford Police Chief, Stephanie Huddleston to discuss City and County activities.

Supervisor Valle recognized that today is National Law Enforcement Appreciation Day.

Supervisor Neves stated that he attended the American Legion breakfast and announced basketball at West Hills College Lemoore.

Supervisor Verboon stated that he was the guest speaker for Sunset Rotary at the Kings County Historical Society church in Grangeville.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received the December 2023 Monthly Kings County Investment Pool Transaction Activity Report.**
- ◆ **Upcoming Events: Kyria Martinez stated that the Kings County Veteran’s Support Group will meet January 9, 2023 from 5:30 p.m. -7:30 p.m. at Veteran’s Memorial Hall in Hanford. Kings County Blood Drive will be on Thursday, January 11, 2023 from 9:00 a.m. – 1:00 p.m. on the Kings County Government Center Campus – in the old Sheriff’s Parking Lot located at 1420 Mather Drive, Hanford. Walk-ins are accepted or participants may register beforehand online. Kings County Library will be hosting a local author meet and greet book signing event on Saturday, January 20, 2024 from 11:00 a.m.-2:00 p.m. Meet Authors, Joni Kirby - Christy Camara - Joe Estacio - Albert Garcia - Lea Maryanow - Parker Bowman - Marcy Lawson - Ruthie Madison - Cecilia Madueña-Young - Garrett K. Jones - Arianne Wing. Children’s Storybook Garden and Museum will be hosting its Mad Hatter Tea Party on Saturday, February 10, 2024 from 10:00 a.m.-12:00 p.m. Tickets are \$30 per child and \$10 per adult.**
- ◆ **Information on Future Agenda Items: Kyria Martinez stated that the following items would be on a future agenda: Administration - Senate Bill 81 Round Two Juvenile Center Remodel Project, State Standard Agreement Std 213 Amendment and a Study Session on the 2024 Legislative Platform Update; Assessor/Clerk Recorder- Agreement for Petroleum Property Appraisal Services; Fire Department – purchase of a Caterpillar D6NXL Dozer and Cozad Low-Boy Trailer; Public Health Department - Rollover of Public Health Grants Funding, Anthem Sponsorship for Kings County Community Health Assessment, CalViva Sponsorship for Kings County Community Health Assessment and Solid Waste Local Enforcement Agency Grant Administration; Public Works Department - Tract 931, Phase 2 and In-lieu Parcel Map 22-10 Dedication; Sheriff’s Office - Vehicle Identification Exemption and Agreement with Evidence IQ, Inc.**

VII.

CLOSED SESSION

- ◆ **Personnel Matter: [Govt Code Section 54957]
Public Employee Appointment: Fire Chief**
- ◆ **Personnel Matter: [Govt Code Section 54957]
Public Employee Appointment: Library Director**
- ◆ **Personnel Matter: (2 Cases) [Govt Code Section 54956.95]**
- ◆ **General Liability Settlement: (1 Case) [Govt Code Section 54956.95]**
- ◆ **Litigation initiated formally. Title:
El Rico GSA v. County of Kings, et al., Kings County Superior Court Case No. 23CU0202
[Govt Code Section 54956.9(d)(1)]**



VIII. ADJOURNMENT

The Regular Meeting for the Board of Supervisors for Tuesday, January 16, 2024 has been canceled due to the observance of Martin Luther King Jr. Holiday on January 15.

The next regularly scheduled meeting will be held on Tuesday, January 23, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

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

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

FUTURE MEETINGS AND EVENTS

January 16	---	Regular Meeting Canceled due to Martin Luther King Jr. Holiday on January 15
January 23	9:00 AM	Regular Meeting
January 30	9:00 AM	Regular Meeting
February 6	9:00 AM	Regular Meeting
February 13	--	Regular Meeting Canceled - Board Members participating in National Association of Counties Legislative Conference
February 20	--	Regular Meeting Canceled due to President's Day Holiday on February 19
February 27	9 :00 AM	Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 23, 2024

SUBMITTED BY: Assessor/Clerk/Recorder – Kristine Lee

SUBJECT: AGREEMENT FOR PETROLEUM PROPERTY APPRAISAL SERVICES

SUMMARY:

Overview:

Due to the expense that would be involved in hiring an engineer or geologist with expertise in petroleum appraisal, the Assessor’s Office has contracted with Harold W. Bertholf, Inc. for those services. This agreement covers the ongoing expert consulting assistance for the annual appraisal of oil and gas producing properties. The petroleum consulting firm of Harold W. Bertholf, Inc. has been developing the information necessary for the appraisal of these types of properties for many years.

Recommendation:

Approve the agreement with Harold W. Bertholf, Incorporated to provide appraisal services for oil and gas producing properties located in Kings County retroactively effective from January 1, 2024 through December 31, 2026.

Fiscal Impact:

The contract total is \$120,960 paid over the 3-year term. There will be an increase in cost from \$3,260 per month to \$3,360 per month over the 3-year period, which is an additional \$1,200 per year over the previous agreement. The \$600 increase for the remaining 6-months (January to June) of the current fiscal year was anticipated and included in the current budget. There could possibly be an additional fee based on hourly rates up to a maximum of \$5,770 per year for the addition of new oil and gas wells drilled, constructed, transferred, or abandoned.

BACKGROUND:

Kings County has a continuing need to outsource the appraisal of petroleum producing properties. Harold W. Bertholf, Inc. employs qualified petroleum geologists/engineers who are knowledgeable in the required oil and

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT FOR PETROLEUM PROPERTY APPRAISAL SERVICES

January 23, 2024

Page 2 of 2

gas well appraisal techniques and has competently been providing these services to the County dating back to 1997 when 22 petroleum-producing counties worked out an agreement to do an all-inclusive sales survey. To hire an employee with the expertise required would cause the county to incur significantly more expense.

This agreement is retroactive because the department was waiting for clarification from Harold W. Bertholf, Inc. on a few points in the agreement which delayed completion of the agreement through the County holiday closure in late December.

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

KINGS COUNTY
AGREEMENT FOR PETROLEUM
PROPERTY APPRAISAL SERVICES

THIS AGREEMENT is made and entered into this 23rd day of January 2024 by and between the COUNTY OF KINGS, a political subdivision of the State of California, hereinafter called COUNTY, and HAROLD W. BERTHOLF, INC., hereinafter called CONTRACTOR.

RECITALS:

- A. There are a number of oil and/or gas wells in COUNTY which must be appraised and assessed in order that they bear an equitable portion of the County tax burden.
- B. It is necessary that a qualified Petroleum Engineer with a thorough knowledge of oil and gas well appraisal techniques be utilized for purposes of appraising and assessing such wells, and the County Assessor's Office is presently without a member of its staff so qualified.
- C. CONTRACTOR'S staff is trained in the science of Geology and Petroleum Engineering, are registered professional engineers, and are experienced in the field of Petroleum Geology/Engineering, particularly in oil and gas well appraisal and assessment.
- D. COUNTY desires to obtain, and CONTRACTOR desires to provide, appraisal and assessment services with respect to producing properties located in the County.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. CONTRACTOR'S DUTIES

- A. CONTRACTOR shall provide to COUNTY, through the County Assessor, a list of all known oil and gas wells, and their status, located in COUNTY not officially certified by California Division of Oil, Gas, and Geothermal Resources as abandoned on January 1, 2024, January 1, 2025 and January 1, 2026.
- B. CONTRACTOR shall provide to COUNTY, on a periodic basis, the market value of oil and gas wells and their facilities that are newly constructed or have changed ownership, not more than one hundred twenty (120) days after such construction or change in ownership has been reported by the owner.

- C. CONTRACTOR shall annually list and update the parcel number for each oil and gas well located in COUNTY.
- D. For each oil and gas well not already plotted on the Assessor's maps, CONTRACTOR shall provide the County Assessor with the coordinates of the location of these oil and gas wells.
- E. CONTRACTOR shall provide the County Assessor the mailing address and a complete reporting package for each owner of an oil or natural gas well listed under 1.A. or 1.B.
- F. CONTRACTOR shall appraise each oil or gas well and related facilities located in the County of Kings according to its fair market value. CONTRACTOR shall, as part of the appraisal procedure, independently and thoroughly review each well's reserves, production capabilities, operating cost and other pertinent data relevant to such an appraisal.
- G. CONTRACTOR shall annually appraise each oil and gas well in the County of Kings according to Rule 468 of the California State Board of Equalization.
- H. CONTRACTOR shall maintain for the County Assessor complete appraisal files for each well. The appraisal files shall include all basic data collected, notes, worksheets, maps, etc., used in calculating reserves and values. Such materials shall be the exclusive property of the County Assessor, shall be presented upon request, and shall be maintained in a condition that will enable the County Assessor to perform audits or review any of the work performed under this agreement.
- I. On or before June 15, 2024, June 15, 2025 and June 15, 2026, CONTRACTOR shall submit to the County Assessor the taxable values of all oil and gas wells in COUNTY as of January 1st of that year.
- J. At any time a controversy or question arises over the appraisal made by CONTRACTOR as a result of this Agreement, CONTRACTOR shall provide, free of charge, a total of twenty-four (24) hours per year:
 - (1) in defense of any appraisal sampled by the California State Board of Equalization; or
 - (2) in defense of taxable values challenged by a taxpayer before the Kings County Assessment Appeals Board; or
 - (3) to consult and assist the County Assessor on matters of evaluation.
- K. Whenever requested, at no additional cost to COUNTY, CONTRACTOR shall represent Assessor at Petroleum Advisory Sub-Committee meetings and make such occasional written reports on such meetings as warranted.
- L. CONTRACTOR shall inform COUNTY of all existing financial interests of CONTRACTOR in any oil or gas well in the County of Kings, and shall notify the COUNTY of any later acquired interests of CONTRACTOR immediately upon acquisition of such interests.

M. CONTRACTOR will be required to complete on an annual basis, the California "Conflict of Interest" statement and file it with the County Assessor.

N. CONFIDENTIALITY. All well data collected and reviewed pursuant to the fulfillment of this Agreement is understood to be confidential and CONTRACTOR shall comply with the provisions of Section 408, 451, 481 and 674 of the California Revenue and Taxation Code.

CONTRACTOR shall maintain the confidentiality of all records, information, and data in any form or description related to any assessee that is obtained in performance of this Agreement, in accordance with the provisions of Sections 408, 451, and 481 of the Revenue and Taxation Code. CONTRACTOR shall provide all appraisal services, advice, and representation under this Agreement exclusively to the Kings County Assessor. All records, information, and data obtained by CONTRACTOR in the performance of this Agreement shall become the property of the County and shall be retained by the Office of the Kings County Assessor. The CONTRACTOR shall take all necessary steps to protect the confidentiality of all records, data, and information relating to the assessee and made available to the CONTRACTOR in order to perform this Agreement, and shall not disclose or make accessible to any person or entity other than the Kings County Assessor any such records, data, or information.

CONTRACTOR shall execute this protection and purge all confidential information by doing all of the following:

- (1) Making all requests for information and records from a taxpayer through the Kings County Assessor.
- (2) Never showing, discussing, or providing appraisal data or taxpayer information or records in Contractor's possession to anyone other than the Kings County Assessor or her designee.
- (3) Purging and returning to the Kings County Assessor all information contained in, or derived from, the assessee's confidential information and records (whether electronically stored, provided by the Kings County Assessor, or obtained from the taxpayer) within 90 days after the conclusion, termination, or non-renewal of this Agreement.
- (4) Upon the expiration or termination of this Agreement, providing a written declaration, executed under the penalty of perjury, to the Kings County Assessor stating that the CONTRACTOR has complied with the confidentiality provision of this Agreement.

The failure of CONTRACTOR to abide by and perform these confidentiality requirements may be considered a material breach of this Agreement and may be cause for termination of this Agreement.

O. CONTRACTOR shall at all times maintain the highest of ethical and professional standards.

2. COUNTY'S DUTIES:

- A. COUNTY shall pay CONTRACTOR a fee for the three annual roll services rendered pursuant to this Agreement in the amount of One Hundred Twenty Thousand Nine Hundred Sixty Dollars (\$120,960.00).
- B. The fee mentioned above shall be paid in thirty-six (36) equal monthly installments of Three Thousand Three Hundred Sixty Dollars (\$3,360.00) upon receipt of a monthly itemized claim from CONTRACTOR.
- C. If it becomes necessary for CONTRACTOR to expend time beyond the limits provided in 1.J. herein above, CONTRACTOR shall not proceed without the written approval of the Assessor. In the event CONTRACTOR is chosen to do this work, he shall do so at rates not to exceed the following:

	EXPERT WITNESS	ENGINEER	TECHNICIAN	SUPPORT STAFF
2024	\$365.00	\$270.00	\$195.00	\$90.00
2025	\$375.00	\$275.00	\$200.00	\$92.00
2026	\$385.00	\$285.00	\$205.00	\$94.00

- D. With respect to such oil and gas wells and facilities listed in 1.B. herein above, COUNTY shall pay CONTRACTOR the hourly rates listed in paragraph 2.C. above for each newly drilled well, each sold well, each reworked/redrilled well, each abandoned well, and any new surface construction and/or facilities installed as part of any oil or gas lease, for the services rendered pursuant to this contract. The total annual billing for those services provided by Paragraph 1.B. and billed pursuant to Paragraph 2.C. shall not exceed the limit of Five Thousand Seven Hundred Seventy Dollars (\$5,770.00) each year without prior written approval of the County. Upon receipt of a valid monthly claim from CONTRACTOR, the foregoing amounts shall be paid monthly.
- E. The County Assessor shall designate CONTRACTOR as her agent for the purpose of collecting all necessary data to accomplish the purposes of this Agreement and shall allow CONTRACTOR access to all present and past records maintained by the County Assessor relating to appraisal of oil and natural gas wells located in the County of Kings.
- F. In the event CONTRACTOR is refused access to pertinent well data by the taxpayer and legal action is necessary, or counsel is needed for equalization hearings, or questions of law arise regarding such tax matters, County Assessor shall, through her counsel, provide free of charge, sufficient legal assistance to the CONTRACTOR to satisfactorily complete this Agreement.

3. GENERAL PROVISIONS:

- A. TERM. Except as otherwise provided in this Agreement, the term of this Agreement shall be three (3) years, commencing on the first (1st) day of January 2024 and terminating the thirty-first

(31st) day of December 2026. This Agreement may be extended for two (2) additional three (3) year periods upon mutual written agreement of the parties.

- B. **TERMINATION WITHOUT CAUSE.** Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party. Payment terms shall be prorated to the termination date with understanding that the thirty six (36) monthly payments are for the delivery of the taxable values for three (3) years.
- C. **INDEPENDENT CONTRACTOR.** In the performance of the work, duties, and obligations devolving upon him under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR, practicing his profession of Petroleum Consultant. CONTRACTOR agrees to perform his work and functions at all times in strict accordance with currently approved methods and practices in this profession, and that the sole interest of the COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient, and satisfactory manner.
- D. **RIGHT TO CONTRACT.** CONTRACTOR shall have the right to contract with other entities to provide services similar to those provided to COUNTY under this Agreement. Such other services shall not conflict or be adverse to CONTRACTOR'S satisfactory performance of his duties to COUNTY under this Agreement. This AGREEMENT does not preclude such other employment.
- E. **HOLD HARMLESS.** CONTRACTOR agrees to hold harmless, indemnify and defend COUNTY, its officers, employees and agents from any and all liability and/or claims for damages arising out of any act or omission of CONTRACTOR, his agents, servants, employees, and invitees in the performance of CONTRACTOR'S operations pursuant to this Agreement.
- F. **INSURANCE.**
- (1) CONTRACTOR shall take out and maintain, throughout the period of this Agreement, comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit (CSL) covering all bodily injury and property damage arising out of its operation under this Agreement.
 - (2) CONTRACTOR shall provide automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement with minimum coverage of \$1,000,000.00 per injury/100,000.00 per damage combined single limit (CSL). Such automobile insurance coverage shall include non-owned vehicles. This requirement may be met with following form umbrella coverage.
 - (3) Said policies shall name the County of Kings as an additional insured and shall constitute primary insurance as to COUNTY, its officers, agents, and employees, so that any other policies held by COUNTY shall not contribute to any loss under said insurance.

(4) CONTRACTOR shall, throughout the period of this Agreement, maintain in full force and effect a policy of Workers' Compensation Insurance covering all its employees and volunteers.

(5) This Agreement shall not be executed by COUNTY until a certificate or other sufficient proof that these insurance provisions have been complied with, is filed with the Clerk of the Kings County Board of Supervisors. COUNTY may elect to treat the failure to maintain the requisite insurance as a breach of the contract and terminate the Agreement as provided herein.

G. VARIATION OF TERMS. No alteration or variation of this Agreement shall be valid unless made in writing and executed by the parties hereto.

H. NOTICES. All notices from CONTRACTOR to COUNTY, or COUNTY to CONTRACTOR shall be in writing either personally served or delivered by the United States Mail, postage prepaid and addressed as follows:

County of Kings
County Assessor
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

Russell B. Bertholf, President
Harold W. Bertholf, Inc.
1601 Executive Court, Suite 1
Sacramento, CA 95864-2607

I. WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

J. ASSIGNMENT. This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

K. COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, and covenants made and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

L. SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

M. ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a

separate action brought for that purpose, in addition to any other relief which such party may be entitled.

N. COMPLIANCE WITH LAWS.

(1) CONTRACTOR agrees to comply with all local, state and federal laws and regulations, including but not limited to, the Americans with Disabilities Act. CONTRACTOR further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

(2) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

O. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

P. COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Q. OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

R. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or enforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

S. JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California.

T. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above set forth.

APPROVED AS TO CONTENT:

COUNTY OF KINGS
Political subdivision of the State of California

BY: Kristi Lee
Assessor

BY: _____
Chairman, Board of Supervisors

Dated: 1/4/2024

Dated: _____

APPROVED AS TO FORM:
Diane Freeman, County Counsel

BY: Lindy Frankiewicz
Deputy County Counsel

BY: Harold W. Bertholf
Harold W. Bertholf, Inc., CONTRACTOR

Dated: 01/02/2024

Dated: 12/21/2023

CERTIFICATES OF INSURANCE
APPROVED:

BY: [Signature]
Risk Manager

DATED: 01/02/2024



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 23, 2024

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

SUBJECT: ROLLOVER OF PUBLIC HEALTH GRANTS FUNDING

SUMMARY:

Overview:

Kings County Department of Public Health (KCDPH) has identified four previously approved multi-year grants with partial balances from Fiscal Year 2022-23 not included in the current Fiscal Year 2023-24 adopted budget. KCDPH is requesting budget increases to reflect the correct grant balances for each of the four grants.

Recommendation:

- a. Approve the rollover from Fiscal Year 2022-23 of three grant balances under budget unit 411300 Health – Communicable Disease Clinic and one grant balance under budget unit 419600 Health Department Grant Program;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The additional appropriations will increase Fiscal Year 2023-24 budget unit 411300 Health – Communicable Disease Clinic for the combined grants balance total of \$1,461,038 and budget unit 419600 Health – Grants total of \$623,091. The total budget change for both budget units 411300 and 419600 is \$2,084,129.

BACKGROUND:

As Kings County budget preparations begin in early February 2023, estimated grant budgets are added for all multi-year grants previously approved by the Board. In prior years, KCDPH would provide updated budgets to County Administration during the callout process for grant balances not budgeted in the new year prior to final budget hearings.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ROLLOVER OF PUBLIC HEALTH GRANTS FUNDING

January 23, 2024

Page 2 of 2

The Fiscal Year 2022-23 grant ending balances were identified once all grant invoices were finalized and submitted in late July/early August 2023, leaving no time to request the modifications to the Fiscal Year 2023-24 budgets.

KCDPH requests to add the remaining grant balances under Fiscal Year 2023-24 budget units 411300 and 419600. The increased revenue and expense budgets will allow the Kings County budgets to reflect the correct balances for each of the grants.

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	Health – Communicable Disease Clinic	Special Departmental	100000	411300 /40070 0	92063	47,289
General	Health – Communicable Disease Clinic	Contractual Services	100000	411300 /40070 0	92047	134,103
General	Health – Communicable Disease Clinic	Special Departmental	100000	411300 /40090 0	92063	514,932
General	Health – Communicable Disease Clinic	Special Departmental	100000	411300 /40140 0	92063	764,714
General	Health – Health Grants	Contractual Services	100000	419600 /41990 0	92047	100,000
General	Health – Health Grants	Special Departmental	100000	419600 /41990 0	92063	523,091
					TOTAL	2,084,129

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	State Aid - Workforce Development	100000	411300 /40070 0	85199	181,392
General	Health – Communicable Disease Clinic	Revenue Transfer In	100000	411300 /40090 0	89000	514,932
General	Health – Communicable Disease Clinic	Revenue Transfer In	100000	411300 /40140 0	89000	764,714
General	Health – Health Grants	Federal Aid – Intergovernmental Revenue	100000	419600 /41990 0	86037	623,091
					TOTAL	2,084,129

(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: To appropriate the carry forward budget balances of previously approved multi-year Public Health grants.

Workforce Development (WFD) - \$181,392

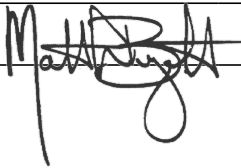
Future of Public Health (FoPH)- \$514,932

California Strengthening Public Health Infrastructure (CASPHI) - \$764,714

COVID Immunizations - \$623,091

Rose Mary Rahn

Dept. of Finance Approval _____ 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 January 23, 2024

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

SUBJECT: ANTHEM SPONSORSHIP FOR KINGS COUNTY COMMUNITY HEALTH ASSESSMENT

SUMMARY:

Overview:

The Kings County Department of Public Health (KCDPH) is requesting approval to accept a sponsorship from Anthem Health in the amount of \$15,600. These funds will be utilized to provide incentives for community insight, input, and engagement in data collection of health status and needs and supplies for Community Health Assessment outreach events in rural Kings County communities.

Recommendation:

- a. Authorize the Director of Public Health to accept a \$15,600 sponsorship from Anthem Health for Community Health Assessment data collection incentives;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The recommended action will increase the Fiscal Year 2023-24 adopted budget in budget unit 411300 Health – Communicable Disease by \$15,600.

BACKGROUND:

Anthem is a member of the Blue Cross Blue Shield Association, the largest health insurance company in the U.S., with over 44 million members and operations in 29 counties within California, including Kings County. Approximately 40% of the Medi-Cal recipients in Kings County are served by Anthem. In compliance with the Department of Health Care Services (DHCS) requirement, Anthem is seeking to partner with KCDPH to ensure coordinated member care and facilitating access to community-based resources.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ANTHEM SPONSORSHIP FOR KINGS COUNTY COMMUNITY HEALTH ASSESSMENT

January 23, 2024

Page 2 of 2

In August 2023, the KCDPH initiated the 2023 Community Health Assessment. This initiative aims to gather comprehensive data regarding the county's current health status, identify key health needs, and address critical health issues.

The information collected will serve as the foundation for developing a Community Health Improvement Plan, ensuring that the community's health needs are effectively addressed.

On November 29, 2023, Anthem approved a sponsorship during the Population Health Management Collaboration Meeting to support the KCDPH Community Health Assessment. The sponsorship will be used to purchase supplies and incentives for engagement of community members in survey collection, focus group participation, and community events to promote Community Health Assessment data collection. Funds will also support honorarium for local community-based organizations for recruitment efforts of community members in rural communities.

Community engagement goals include:

- a) Qualitative data collection from 150 Kings County residents from priority populations on the current health status and needs of the community.
- b) Quantitative data collection from 1,500 people in Kings County through the Community Health Needs Prioritization Surveys.
- c) Development of community partnerships with 8-12 cross-sector agencies (Community Benefit Organization, faith-based, service provider, mental health, etc.) and their base in Kings County.
- d) Qualitative and quantitative data collection from eight priority populations for the creation of the Kings County Department of Public Health Community Health Improvement Plan.

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	Health – Communicable Disease Clinic	Sponsorship Expense	100000	411300 /40090 0	92147	15,600
					TOTAL	15,600

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	Other Revenue	100000	411300 /40090 0	88025	15,600
					TOTAL	15,600

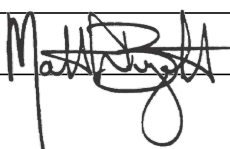
(B) Budget Transfer:

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: Increase to budget unit 411300 – project 400900 of \$15,600.

Dept. of Finance Approval _____ Department Head Rose Mary Rahn
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 January 23, 2024

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

SUBJECT: CALVIVA SPONSORSHIP FOR KINGS COUNTY COMMUNITY HEALTH ASSESSMENT

SUMMARY:

Overview:

The Kings County Department of Public Health (KCDPH) is requesting approval to accept a sponsorship from CalVIVA Health in the amount of \$24,400. These funds will be utilized to provide incentives for community insight, input, and engagement in data collection of health status and needs and supplies for Community Health Assessment outreach events in rural Kings County communities.

Recommendation:

- a. Authorize the Director of Public Health to accept a \$24,400 sponsorship from CalVIVA for Community Health Assessment data collection incentives;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The recommended action will increase the Fiscal Year 2023-24 adopted budget in budget unit 411300 Health – Communicable Disease by \$24,400.

BACKGROUND:

CalViva Health, a licensed health plan, partners with Health Net to cater to Medi-Cal enrollees in Fresno, Kings, and Madera counties. It extends coverage to around 60% of the Medi-Cal population in Kings County. In adherence to the Department of Health Care Services (DHCS) requirements and as a partner in the Medi-Cal managed care plan, CalViva Health has sought to partner with KCDPH to facilitate coordinated member care and ensure access to community-based resources.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CALVIVA SPONSORSHIP FOR KINGS COUNTY COMMUNITY HEALTH ASSESSMENT

January 23, 2024

Page 2 of 2

In August 2023, the KCDPH initiated the 2023 Community Health Assessment. This initiative aims to gather comprehensive data regarding the county's current health status, identify key health needs, and address critical health issues. The information collected will serve as the foundation for developing a Community Health Improvement Plan, ensuring that the community's health needs are effectively addressed.

On December 13, 2023, CalVIVA approved a sponsorship during the Population Health Management Collaboration Meeting to support the KCDPH Community Health Assessment. The sponsorship will be used to purchase supplies and incentives for engagement of community members in survey collection, focus group participation, and community events to promote Community Health Assessment data collection. Funds will also support honorarium for local community-based organizations for recruitment efforts of community members in rural communities.

Community engagement goals include:

- a) Qualitative data collection from 150 Kings County residents from priority populations on the current health status and needs of the community.
- b) Quantitative data collection from 1,500 people in Kings County through the Community Health Needs Prioritization Surveys.
- c) Development of community partnerships with 8-12 cross-sector agencies (Community Benefit Organization, faith-based, service provider, mental health, etc.) and their base in Kings County.
- d) Qualitative and quantitative data collection from eight priority populations for the creation of the Kings County Department of Public Health Community Health Improvement Plan.

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	Health – Communicable Disease Clinic	Sponsorship Expense	100000	411300 /40090 0	92147	24,400
					TOTAL	24,400

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	Other Revenue	100000	411300 /40090 0	88025	24,400
					TOTAL	24,400

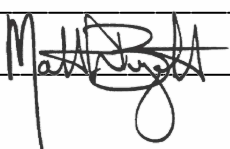
(B) Budget Transfer:

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: Increase to budget unit 411300 – project 400900 of \$24,400.

Dept. of Finance Approval _____ Department Head Rose Mary Rahn
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 January 23, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Everardo Legaspi
SUBJECT: SOLID WASTE LOCAL ENFORCEMENT AGENCY GRANT ADMINISTRATION

SUMMARY:

Overview:

Declare by resolution an authorization for the Director of Public Health to execute and submit all required grant documents to the Department of Resources Recycling and Recovery (CalRecycle) on behalf of the County for the specified purposes in the Solid Waste Local Enforcement Agency Grant (SWLEG) application and agreement.

Recommendation:

Adopt a resolution authorizing the Director of Public Health to execute and submit all necessary grant documentation to implement the Solid Waste Local Enforcement Agency Grant program.

Fiscal Impact:

The total funding for the previously approved grant in the amount of \$19,666 is included in the County Fiscal Year 2023-24 budget in budget unit 411500 Environmental Health Services.

BACKGROUND:

The Board approved the application for the SWLEG on May 20, 2023 (Agreement No. 23-029). The department's Environmental Health Services Division was awarded a SWLEG of \$19,666 in Fiscal Year 2023-24 from CalRecycle. The Board approved the agreement with CalRecycle to implement the SWLEG (Agreement No. 23-171) on October 31, 2023.

The CalRecycle SWLEG procedures allow an applicant's governing body to declare specific authorizations by resolution for executing and submitting all required grant documents on behalf of the County. Upon approval of the resolution, the Public Health Director is authorized to complete all necessary documents, including but not limited to reports and payment requests to facilitate the execution and achievement of the grant application's specified purposes. The reason for the request for the delegated authority is because the grant application is online and requires submission online.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board
By _____, Deputy

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 section 43230 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) to support solid waste facilities permit and inspection programs; and

WHEREAS, the Kings County Public Health Department's Division of Environmental Health Services is the designated Local Enforcement Agency for solid waste in Kings County; and

WHEREAS, CalRecycle awarded Kings County a grant of \$19,666 in the 2023-24 fiscal year; and

WHEREAS, the Board has approved the application for the Local Enforcement Grant on May 20, 2023, and agreement with CalRecycle to implement the Local Enforcement Agency Grant on October 31, 2023; and

WHEREAS, CalRecycle grant application procedures allow, 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 Director of Public Health is hereby authorized and empowered to execute and submit in the name of the County of Kings all necessary grant documents, including but not limited to reports and requests for payment, with CalRecycle for the purposes of implementing Local Assistance Grant Program funds and to carry out the purposes specified in the application and agreement.

BE IT FURTHER RESOLVED that this authorization is effective immediately upon its passage and adoption, until December 31, 2025.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of _____, 2024, by the following vote:

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

Doug Verboon, Chairperson
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2024.

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>

January 23, 2024

Department of Resources Recycling and Recovery (CalRecycle)
P.O. Box 4025
Sacramento, CA 95812-4025

Dear Phanessa Fong,

Pursuant to the Resolution authorizing an application for the Solid Waste Local Enforcement Agency 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 Rose Mary Rahn, Director of Public Health, County of Kings.

This delegation is effective upon execution until December 31, 2025.

Sincerely,

Doug Verboon, 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 January 23, 2024

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

SUBJECT: TRACT 931, PHASE TWO Utica JLJ

SUMMARY:

Overview:

The Subdivision Map Act requires the Board to accept all Final Maps prior to being recorded. Final Maps are, in general, subdivisions of five lots or more.

Recommendation:

- a. Approve the Final Map for Tract 931, Phase 2 (Utica JLJ);
- b. Authorize the Clerk of the Board to sign the map.

Fiscal Impact:

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

BACKGROUND:

As defined in the Kings County Improvement Standards, a division of land is defined as a division requiring a Tentative Map, Tentative Parcel Map, Final Map, or Parcel Map as described in section 66426 of the Subdivision Map Act. This land division is located on Utica Avenue west of Interstate 5. The Community Development Agency has reviewed the landowner's request for division to ensure orderly development and to insure public health and safety as per Resolution 03-67.

Section 66458(a) requires the Board to accept the land division once it conforms to the Subdivision Map Act and local ordinance requirements set for the land division.

This map has been reviewed and meets all conditions of the Advisory Agency, the Subdivision Map Act and the Kings County Development Code.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

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 January 23, 2024

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

SUBJECT: IN-LIEU PARCEL MAP 22-10 DEDICATION

SUMMARY:

Overview:

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

Recommendation:

Accept the dedication for In-Lieu Parcel Map 22-10 (MPB Ranches, Michael P. Bujulian and Barbara A. Bujulian) into the County Maintained Mileage.

Fiscal Impact:

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

BACKGROUND:

As defined in the County of Kings Improvement Standards, a division of land is defined as division requiring a Tentative Map, Tentative Parcel Map, Final Map, or Parcel Map as described in section 66426 of the Subdivision Map Act. The owners of the parcel to be subdivided, (MPB Ranches, Michael P. Bujulian and Barbara A. Bujulian) were required to dedicate additional right-of-way along the frontage of Denver Avenue as a condition of approval of this land division, to minimum 30-foot half-width required by the Kings County Improvement Standards. This land division is located on Denver Avenue and 6th Avenue. The Community Development Agency has reviewed the landowner's request for division to ensure orderly development and to insure public health and safety as per Resolution 03-67.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

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 January 23, 2024

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: SENATE BILL 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT –
STATE STANDARD AGREEMENT STD 213 AMENDMENT

SUMMARY:

Overview:

On October 5, 2021, as an additional step to receive reimbursement for the Senate Bill (SB) 81 project, the Board entered into a standard agreement (STD 213) with the California Department of Corrections and Rehabilitation (CDCR) for processing of the actual payments to the County. Staff now request to amend the initial standard agreement due to its expiration date of April 30, 2024.

Recommendation:

Approve the Standard Agreement Amendment with the California Department of Corrections and Rehabilitation for the County’s Senate Bill 81 Round Two Juvenile Center Remodel Project through December 31, 2025.

Fiscal Impact:

There are no financial changes from CDCR in this amendment. The State is providing \$9,600,000 for the project.

BACKGROUND:

On July 20, 2021, the Board entered into a construction agreement with the Board of State and Community Corrections (BSCC) to receive reimbursement of authorized SB-81 project expenses from the State once construction on the juvenile center remodel started. As an additional step to receiving reimbursement, the Board entered into a standard agreement (STD 213) on October 5, 2021, with CDCR for processing of the actual payments to the County.

The SB-81 project consists of remodeling and an expansion of the existing County Branch Jail facility, which will build a new Juvenile Center and Juvenile Day Reporting Center. The remodel and new construction include

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

SENATE BILL 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT – STATE STANDARD AGREEMENT STD 213 AMENDMENT

January 23, 2024

Page 2 of 2

housing, classrooms, program space, office space, and a day reporting center. The project includes 32-beds, classroom space, medical and programming space, a booking and intake control room, outdoor recreation, warming kitchen, and yard areas.

The project also includes, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; and fire protection systems, and all other necessary components. This will enable the facility to be better equipped to provide services to the entire juvenile population. Construction is ongoing, and the estimated completion date is May 10, 2024. It is also anticipated that the occupancy date is August 8, 2024.

Staff requests that the Board approve the standard agreement (STD 213) amendment with CDCR to continue receiving reimbursement of authorized project expenses from the State, and for processing of the actual payments to the County through December 31, 2025.

The standard agreement (STD 213) amendment has been reviewed and approved by County Counsel as to form.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

PR10662192

AMENDMENT NUMBER

1

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR NAME

COUNTY OF KINGS

2. The term of this Agreement is:

START DATE

July 23, 2021

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$9,600,000.00

Nine Million, Six Hundred Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The term of this Agreement is hereby amended to extend the contract term through December 31, 2025.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

County of Kings

CONTRACTOR BUSINESS ADDRESS

1400 West Lancey Blvd.

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Doug Verboon

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

Michael Potter

TITLE

Associate Director (A), FPCM

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Hereby certify that all conditions for exemption set forth in the Welfare & Institutions Code Section 1970-1978 have been complied with and this contract is exempt from approval by the Department of General Services.

By: _____ 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 January 23, 2024

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: PURCHASE OF CATERPILLAR D6NXL DOZER AND COZAD LOW-BOY TRAILER

SUMMARY:

Overview:

The Fire Department is requesting to purchase a 2018 Caterpillar D6NXL Dozer and a 2022 Cozad low-boy trailer from Central Valley Trailer Repair, Inc. (CVTR).

Recommendation:

- a. Authorize the purchase of the 2018 Caterpillar D6NXL Dozer from Central Valley Trailer Repair Incorporated;
- b. Authorize the purchase of the 2022 Cozad low-boy trailer from Central Valley Trailer Repair Incorporated;
- c. Authorize the Fire Chief to sign the sales quote and all supporting documents with Central Valley Trailer Repair Incorporated for the purchase of the dozer and trailer;
- d. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no fiscal impact to the General Fund. The purchase of the dozer and trailer totals \$557, 227 and will be funded through the California Office of Emergency Services (CalOES) pass-through funding that was awarded to the Fire Department from the State Budget process and accounted for in the Fire Fund, Fund 300120.

BACKGROUND:

On April 4, 2023, the Board approved the Fire Department to accept pass-through funding from CalOES in the amount of \$4,000,000. The Fire Department is seeking to purchase a 2018 Caterpillar D6NXL fire rated Dozer along with a 2022 Cozad low-boy trailer from CVTR. It is anticipated that once the dozer is operational, it will be used for responding to wild-land and river bottom fire incidents within the County. Furthermore, the dozer will be supporting the State Master Mutual Aid program responding to wildfire incidents throughout the state.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: ____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PURCHASE OF CATERPILLAR D6NXL DOZER AND COZAD LOW-BOY TRAILER

January 23, 2024

Page 2 of 2

Due to the existing Master Mutual Aid Agreement with the State of California, it is anticipated that the new dozer will generate revenue that can offset its operation. Additionally, based upon its rating, this dozer will be compensated at a higher rate than the current dozer which will support the continuance of the program.

The County Purchasing Manager has approved the sole source purchase of the D6NXL Dozer and the Cozad low-boy trailer from CVRT, Inc.



SALES QUOTE
 Central Valley Trailer Repair, Inc.
Specializing in All Types of Commercial Trailers
 2974 SOUTH EAST AVENUE • FRESNO, CALIFORNIA 93725
 P.O. BOX 12427 • FRESNO, CALIFORNIA 93777-2427
 TELEPHONE (559) 233-8444



Great Dane Trailers

BUYER KINGS COUNTY FIRE DEPARTMENT		EMAIL MANUEL.DAFONTE@CO.KINGS.CA.US		DRIVER'S LICENSE #		DATE 11/9/2023	
STREET ADDRESS 280 CAMPUS DRIVE		CITY HANFORD		STATE CA		ZIP CODE 93230	
						PHONE 559-852-2881	
THE UNDERSIGNED BUYERS ORDERS FROM THE SELLER							
EQUIPMENT MAKE CATERPILLAR		MODEL D6NXL		YEAR 2018		STOCK NO.	
BODY TYPE		LENGTH O.D.	WIDTH O.D.	HEIGHT	TIRE TYPE		TIRE AND WHEEL SIZE
SERIAL NUMBER & ADDITIONAL SPECIFICATIONS							
2018 CATERPILLAR D6NXL, ARRANGEMENT #3840227, SEQUENCE #*NJN000218*, HOURS ON MACHINE- 2044							
						BASE	\$ 349,500.00
						COMMISSION	\$ 13,980.00
DESCRIPTION OF TRADE						BALANCE	\$ 363,480.00
		ALLOWANCE				SALES TAX FOR KINGS CO @ 7.25%	\$ 26,352.30
		LESS PAYOFF				ADMIN FEES	\$ -
		NET TRADE				GAP INSURANCE	\$ -
		GOOD THROUGH				DOWN PAYMENT	\$ -
TERMS OF PAYMENT		DEPOSIT				TRADE	\$ -
<input type="checkbox"/> CONTRACT <input type="checkbox"/> LEASE <input type="checkbox"/> C.O.D.		FINANCE TERMS				BALANCE	\$ 389,832.30
FINANCE COMPANY INFO						DELIVERY FEES	\$ -
FIRE, THEFT AND COLLISION INSURANCE BY:						LICENSE FEES	\$ -
						PRICE PER PIECE OF EQUIPMENT	\$ 389,832.30
				TOTAL FOR QTY:	1	\$ 389,832.30	
THIS ORDER NOT BINDING UNTIL ACCEPTED BY AN AUTHORIZED AGENT OF THE COMPANY							
BUYER'S SIGNATURE							
CREDIT OK				ACCEPTED BY		ORDER TAKEN BY	
						MIKE SHUEMAKE	



SALES QUOTE
Central Valley Trailer Repair, Inc.
Specializing in All Types of Commercial Trailers
 2974 SOUTH EAST AVENUE • FRESNO, CALIFORNIA 93725
 P.O. BOX 12427 • FRESNO, CALIFORNIA 93777-2427
 TELEPHONE (559) 233-8444



BUYER KINGS COUNTY FIRE DEPARTMENT		EMAIL MANUEL.DAFONTE@CO.KINGS.CA.US		DRIVER'S LICENSE #		DATE 11/9/2023	
STREET ADDRESS 280 CAMPUS DRIVE		CITY HANFORD		STATE CA		ZIP CODE 93230	
						PHONE 559-852-2881	
THE UNDERSIGNED BUYERS ORDERS FROM THE SELLER							
EQUIPMENT MAKE COZARD		MODEL LOWBOY		YEAR 2022		STOCK NO.	
BODY TYPE		LENGTH O.D.	WIDTH O.D.	HEIGHT	TIRE TYPE		TIRE AND WHEEL SIZE
SERIAL NUMBER & ADDITIONAL SPECIFICATIONS VIN #1C9CGG325NS772059							
2022 COZARD LOWBOY TRAILER, MILES ON TRAILER - 933							
						BASE	\$ 150,000.00
						COMMISSION	\$ 6,000.00
DESCRIPTION OF TRADE						BALANCE	\$ 156,000.00
		ALLOWANCE				SALES TAX FOR KINGS CO @ 7.25%	\$ 11,310.00
		LESS PAYOFF				ADMIN FEES	\$ -
		NET TRADE				GAP INSURANCE	\$ -
		GOOD THROUGH				DOWN PAYMENT	\$ -
TERMS OF PAYMENT		DEPOSIT				TRADE	\$ -
<input type="checkbox"/> CONTRACT		<input type="checkbox"/> LEASE		<input type="checkbox"/> C.O.D.		FINANCE TERMS	BALANCE \$ 167,310.00
FINANCE COMPANY INFO						DELIVERY FEES	\$ -
FIRE, THEFT AND COLLISION INSURANCE BY:						LICENSE FEES	\$ 85.00
						PRICE PER PIECE OF EQUIPMENT	\$ 167,395.00
						TOTAL FOR QTY:	1 \$ 167,395.00
THIS ORDER NOT BINDING UNTIL ACCEPTED BY AN AUTHORIZED AGENT OF THE COMPANY							
BUYER'S SIGNATURE							
CREDIT OK				ACCEPTED BY		ORDER TAKEN BY	
						MIKE SHUEMAKE	

COUNTY OF KINGS PURCHASING DEPARTMENT SOLE SOURCE JUSTIFICATION

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.

1. Please check all applicable categories (a through d) below and provide additional information where indicated.

a. The requested product is an integral repair part or compatible only with *existing* equipment

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.

c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.

d. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary. This 2018 Caterpillar Dozer is equipped with all the latest fire rated equipment and safety features. The price is well below the current market price for a specialized firefighting apparatus. The companion 2022 Cozad trailer is designed for the purpose and weight carrying capability needed to haul this Dozer. Due to current market availability limitations, we would be unable to purchase and put into service this type of equipment by next fire season.

3. Was an evaluation of other equipment, products, or services completed? Yes No

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase. (Manuel Dafonte, William Lynch, Sal Gutierrez)

5. I certify that the above information is true and a signed copy of the Sole Source Justification Form will be kept on file and available for audit in my department. I further certify that myself, or anyone else participating in the decision to recommend this sole source purchase, do not have a personal or business relationship nor financial interest in the suggested vendor.

Signature

William K. Lynch

Printed Name and Title

William K. Lynch

Date

12/19/2023

Purchasing Manager: Approved as written

Rejected

Signed

DocuSigned by:

Evan Jones

12/19/2023

Evan Jones, Purchasing Manager

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FIRE	FIRE	Asset equipment	300120	241000	94000	557,227.00
					TOTAL	


Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FIRE	FIRE	Revenue transfer in	300120	241000	89000	557,227.00
					TOTAL	

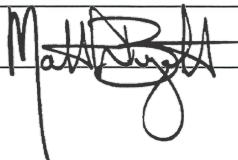
(B) Budget Transfer:

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

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

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

Dept. of Finance Approval _____ Department Head 

Administration Approval  Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 23, 2024

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: AGREEMENT WITH EVIDENCE IQ, INC.

SUMMARY:

Overview:

The Kings County Sheriff's Office requests the approval of an agreement with Evidence IQ, Inc. for a Ballistics IQ camera box and software.

Recommendation:

- a. Approve the agreement with Evidence IQ, Incorporated for a Ballistics IQ camera and software retroactively effective from November 9, 2023 through November 8, 2026;
- b. Authorize the Purchasing Manager to sign the agreement with Evidence IQ, Incorporated for a Ballistics IQ camera and software.

Fiscal Impact:

The cost of the Ballistics IQ box, training and annual subscription is \$11,749 per year, for a total of \$35,247 over the life of the agreement. The total cost of the agreement will be paid from the Sheriff's Office Operations budget and was included as part of the fiscal year 2023-24 budget.

BACKGROUND:

On September 13, 2022, the Board approved a one-year agreement with Evidence IQ, Inc. for a Ballistics IQ camera box and software. The Sheriff's Office requests to enter into a new three-year agreement. Time is of the essence when conducting firearms-related investigations and Ballistics IQ can drastically increase efficiency. Ballistics IQ includes a portable image capture station that is a compact, portable scanning device and Ballistics IQ software. The information will be uploaded into the National Integrated Ballistic Information Network (NIBIN) where it will compare the information to other uploaded data. Within minutes, a detective will receive a crime scene analysis report. The Kings County Sheriff's Office has responded to and documented

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH EVIDENCE IQ, INC.

January 23, 2023

Page 2 of 2

multiple firearms related cases. In many cases, firearms and shell casings are seized. In 2017, the Kings County Sheriff's Office had 20 firearm cases, in 2018 there were 30 cases, in 2019 there were 19 cases, in 2020 there were 26 cases, in 2021 there were 35 cases and in 2022 there were 24 cases.

The average processing time for ballistic comparison at the lab is between six months to a year for homicide cases and even longer for shooting cases not involving the death of the victim. Private labs can process the ballistic evidence slightly faster at a considerable cost. The Department of Justice (DOJ) lab in Fresno does not enter shell casings into the NIBIN database when processing evidence. The extended processing times are a public safety issue that can lead to expiring statutes of limitations and suspects being allowed to continue to commit violent acts in the community. The purchase of the Ballistic IQ system last year has allowed Sheriff's Office detectives to quickly revisit older cases and cold case homicides where shell casings were recovered but had not been entered into NIBIN after being sent to the DOJ lab in Fresno. This new technology will continue to allow detectives to possibly identify new suspects and investigative leads. The NIBIN program automates ballistics evaluations and provides actionable investigative leads in a timely manner. NIBIN is the only interstate automated ballistic imaging network in operation in the United States and is available to most major population centers in the United States. Prior to the NIBIN program, firearms examiners performed this process manually which was extremely labor intensive. To use NIBIN, firearms examiners or technicians enter cartridge casing evidence into the Integrated Ballistic Identification System. These images are correlated against the database. Law enforcement can search against evidence from their jurisdiction, neighboring ones, and others across the country. This program is one investigative tool accessed by law enforcement that allows departments to share information and be more effective in closing cases.

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

EVIDENCE IQ – BALLISTICS IQ MUNICIPAL, STATE AND FEDERAL LAW ENFORCEMENT AGENCY AGREEMENT

This Municipal, State and Federal Law Enforcement Agency Agreement (“**Agreement**”) is made and entered into effective November 9, 2023 (the “**Effective Date**”) between Evidence IQ, Inc., a Delaware corporation (“**EIQ**”), and Kings County (CA) Sheriff’s Office (“**AGENCY**”).

A. EIQ collects, stores, and disseminates Ballistics Data (as herein defined) to law enforcement agencies through its EIQ Software Service (as herein defined); and

B. AGENCY desires to obtain access to Ballistics Data through the EIQ Software Service on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. License. Subject to, and conditioned on, AGENCY’s payment of the Service Fees and compliance with all other terms and conditions of this Agreement, EIQ grants to AGENCY a non-exclusive, non-transferable right and license to access and use the Ballistics Data through the EIQ Software Service during the Service Period only for investigatory law enforcement purposes in AGENCY’s geographic area of their jurisdiction on investigations that AGENCY is conducting. AGENCY is not permitted by this license to enter Ballistics Data arising from investigations being conducted by other LEAs. “**Ballistics Data**” means ballistics data and images collected by municipal, state or Federal law enforcement agencies (“**LEAs**”) and available through the EIQ Software Service for use by LEAs. Additionally, AGENCY grants to EIQ a non-exclusive, fully paid up, royalty free, worldwide, sublicensable, transferable, perpetual and irrevocable license to use, install, access, reproduce, modify, impose, display, create derivative works of, distribute, and license for use by EIQ’s customers the Ballistics Data uploaded by AGENCY in connection with its EIQ Software Service. “**EIQ Software Service**” means the web-based (hosted) suite of software applications of EIQ consisting of analytical and investigative software located on a physical database server that also hosts Ballistics Data accessed through the EIQ customer portal. All Ballistics Data uploaded by AGENCY will be available through the EIQ Software Service and accessible by other LEAs who contract with EIQ to access the EIQ Software Service.

2. Access to the Ballistics Data Through the EIQ Software Service.

(a) Account Security. EIQ shall provide to AGENCY the necessary passwords and network links or connections to allow AGENCY’s Users to access the Ballistics Data through the EIQ Software Service. AGENCY shall be responsible for assigning to each of AGENCY’s Users a username and password (one per user account). An unlimited number of User accounts is provided. AGENCY will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). AGENCY shall notify EIQ immediately if AGENCY believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, AGENCY must notify EIQ immediately if AGENCY becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts. “**User**” means an individual who is an agent and sworn officer of AGENCY and who is authorized by AGENCY to access the Ballistics Data through the EIQ Software Service on behalf of AGENCY with login credentials provided by AGENCY.

(b) Eligibility. AGENCY shall only authorize individuals who satisfy the eligibility requirements of “Users” to access the EIQ Software Service.

(c) User Logins. Except with the prior written consent of EIQ, AGENCY shall not provide User logins to agents or officers of other local, state or Federal LEAs or access the EIQ Software Service on behalf of other LEAs.

(d) Liability. AGENCY is responsible and liable for all uses of the Ballistics Data through the EIQ Software Service resulting from access provided by AGENCY, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, AGENCY is responsible for all acts and omissions of each User and each act or omission by each User that would constitute a breach of this Agreement if taken by AGENCY will be deemed a breach of this Agreement by AGENCY. AGENCY shall use reasonable efforts to make all Users aware of this Agreement’s provisions as

applicable to such User's use of the Ballistics Data through the EIQ Software Service, and shall cause Users to comply with such provisions.

(e) Restrictions on Use of the Ballistics Data Through the EIQ Software Service.

A. Except as expressly permitted under this Agreement, AGENCY agrees that it shall not, directly or indirectly, nor will it permit a User or any other party, without the prior written consent of EIQ to: (A) access the EIQ Software Service and utilize the Ballistics Data for any purpose other than for investigatory law enforcement purposes, (B) disclose the Ballistics Data to any unauthorized third party; (C) copy, modify, or create derivative works of the EIQ Software Service or the Ballistics Data, in whole or in part; (D) create, attempt to create, or grant permission to the source program and/or object program associated with the EIQ Software Service or the Ballistics Data; (E) decompile, disassemble or reverse engineer any software component of the EIQ Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; (F) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the EIQ Software Service or the Ballistics Data; (G) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the EIQ Software Service or the Ballistics Data; (H) use the EIQ Software Service or the Ballistics Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity that violates any applicable law; or (I) create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that references the Ballistics Data, EIQ Software Service or this Agreement.

B. AGENCY agrees to notify EIQ immediately upon discovery of any unauthorized use or disclosure of Ballistics Data or any other breach of this **Section 2** by AGENCY or any User, and AGENCY shall reasonably cooperate with EIQ to regain possession of the Ballistics Data, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 2**. A breach or threatened breach by AGENCY or a User of any covenant contained in this Agreement, including under this **Section 2**, may cause irreparable damage to EIQ and EIQ could not be made whole by monetary damages. Therefore, EIQ shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court. AGENCY's obligations of non-disclosure and other obligations under this Agreement are effective as of the Effective Date and will survive the termination or expiration of this Agreement, except in order to respond to valid FOIA inquiries or otherwise required by law.

(f) Reservation of Rights. EIQ reserves all rights not expressly granted to AGENCY in this Agreement.

3. Service Fees and Term. The service fees required to be paid by AGENCY (the "**Service Fees**") are based on the Service Period as set forth on **Exhibit A**.

4. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect as defined in **Exhibit A** from such date (the "**Service Period**").

(b) Termination.

(i) Without Cause. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. Upon termination by either party, AGENCY shall be entitled to a refund of a pro-rated portion of the annual Service Fee.

(ii) With Cause. This Agreement may be terminated by either party should the other party materially breach its duties or responsibilities hereunder. If notice of termination is based on a breach of this Agreement, the non-defaulting party shall set forth in reasonable detail the defaulting party's breach of this Agreement and whether the breach is able to be cured or not.

(iii) Breach subject to Cure. Unless otherwise specifically noted in the written notice, all notices of breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting 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, the non-defaulting 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 to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the notice of termination; or iii) grant the defaulting Party additional time to cure.

B. Alternatively, AGENCY may elect to cure the default and EIQ shall bear all expenses incurred AGENCY in curing the breach.

(iv) Breach Not Subject to Cure. If the non-defaulting 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 Termination to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

A. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic bankruptcy or insolvency law; (C) makes, or seeks to make, a general assignment for the benefit of its creditors; or (D) applies for, or has appointed, a receiver, trustee, custodian or similar agent by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Upon termination by either party, AGENCY shall be entitled to a refund of a pro-rated portion of the annual Service Fee.

B. Upon expiration or earlier termination of this Agreement, all rights granted by EIQ to AGENCY under this Agreement will immediately cease to exist and AGENCY must promptly discontinue all use of the EIQ Software Service. The license granted by AGENCY to EIQ pursuant to **Section 1** shall survive the termination or expiration of this Agreement. This **Section 4 (b)** shall survive any termination or expiration of this Agreement. Termination of this Agreement shall not terminate EIQ's obligations or liability to AGENCY for damages sustained by AGENCY because of EIQ's breach, nor EIQ'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 pretermination contract activities.

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

D. This **Section 4(b)** shall survive any termination or expiration of this Agreement.

5. Records and Inspections. EIQ shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. EIQ shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify the records; c) keep said records readily accessible;

and d) maintain the records for seven (7) years after the termination of this Agreement. AGENCY 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 the AGENCY.

6. Insurance

(a) Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting AGENCY's right of indemnification from EIQ or any third parties, EIQ shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. EIQ shall maintain the Insurance Policies throughout the term of this Agreement.

(b) EIQ shall deliver an Endorsed Additional Insured page from EIQ's insurance carrier to AGENCY's Risk Manager guaranteeing said coverage to AGENCY prior to the execution of this Agreement. EIQ 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 AGENCY may have under the law.

(c) Endorsement of Policies. EIQ shall cause each of the Insurance Policies to be endorsed designating AGENCY 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 AGENCY. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against AGENCY.

(e) Insurance Limits. EIQ shall obtain the insurance policies in the amounts set forth below, unless AGENCY's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

(i) Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

(ii) 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.

(iii) Workers Compensation as required by the California Labor Code. EIQ shall cause the policy to be endorsed to waive the insurer's subrogation rights against AGENCY.

(iv) Professional Liability covering EIQ'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. EIQ 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 AGENCY's Risk Manager.

(g) Notice of Cancellation to AGENCY and Payment of Premiums. EIQ shall cause each of the above insurance policies to be endorsed to provide AGENCY with thirty (30) days' prior written notice of cancellation. AGENCY 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 EIQ to furnish insurance during the term of this Agreement.

7. Warranty Disclaimer by EIQ Indemnification.

(a) DISCLAIMER. THE BALLISTICS DATA AND EIQ SOFTWARE SERVICE IS PROVIDED "AS IS" AND EIQ HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EIQ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EIQ MAKES NO WARRANTY OF ANY KIND THAT THE EIQ SOFTWARE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING THE BALLISTICS DATA, WILL MEET AGENCY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(b) Limitations of Liability. EIQ WILL NOT BE LIABLE FOR AGENCY'S USE OF THE BALLISTICS DATA OR THE EIQ SOFTWARE SERVICE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE, EIQ'S CUMULATIVE LIABILITY TO AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00.

(c) Professional Services. When the law establishes a professional standard of care for EIQ's services, to the fullest extent permitted by law, EIQ shall indemnify, defend, and hold harmless AGENCY 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 EIQ is responsible for such damages, liabilities, and costs on a comparative basis of fault between EIQ and the AGENCY in the performance of professional services under this Agreement. EIQ shall not be obligated to defend or indemnify the AGENCY for its own negligence or for the negligence of third parties.

(d) 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, EIQ shall indemnify, defend, and hold harmless the AGENCY, 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 EIQ or by any individual or entity for which EIQ is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of EIQ.

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

(f) 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 AGENCY's rights to indemnification are in addition to and shall not limit any other rights or remedies the AGENCY may have under law or this Agreement.

8. Independent Contractor. EIQ is an independent EIQ and not an agent, officer, or employee of AGENCY. This Agreement is by and between two 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.

9. Compliance with Law. EIQ 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.

10. Confidentiality. EIQ shall not use AGENCY's confidential information for any purpose other than performing under this Agreement, and EIQ shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of a third-party's request to disclose Confidential Information, EIQ shall promptly submit said request to AGENCY.

11. Conflict of Interest. EIQ 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. EIQ shall not employ, nor retain any such person during the term of this Agreement. EIQ is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. EIQ 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.

12. Nondiscrimination. In rendering services under this Agreement, EIQ 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.

13. Further, EIQ 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.

14. Miscellaneous.

(a) Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder. Addresses for all purposes under this Agreement are set forth on the signature page to this Agreement. Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change.

Addresses for all purposes under this Agreement are:

If to EIQ: Evidence IQ, Inc.
Attn: Matthew Brady, CEO
346 River Street
Lemont, Illinois 60439
E-mail: brady@EvidenceIQ.com

If to AGENCY: Kings County Sheriff's Office
Attn: Commander David Dodd
P.O. Box 986, 1444 W. Lacey Blvd
Hanford, CA 93232-0986

(b) Assignment. Neither party shall assign its rights or delegate its obligations under this Agreement to any party, without the express written consent of the non-assigning party. Any such purported assignment or delegation in violation of this **Section 14(b)** will be null and void. No assignment or delegation will relieve AGENCY of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(c) Governing Law; Venue. The parties executed and delivered this Agreement in Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. The parties entered into this agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. EIQ 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.

(d) Amendments; Waiver. No amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Entirety. This Agreement constitute the entire agreement between the parties and supersede all prior and contemporaneous understandings, agreements, representations and warranties and other communications, oral or written between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by AGENCY or EIQ, other than those contained in this Agreement.

(f) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

(g) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(h) Survival. The following sections of this Agreement survive its termination: Records and Inspections, Insurance, Indemnification, and Confidentiality.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[CONTINUED ON PAGE 8 OF 8]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

COUNTY OF KINGS

EVIDENCE IQ, INC.

By: _____

Evan Jones, Purchasing Manager

By: SL Cintron

Name: Steve Cintron

Title: Chief Financial Officer

RISK MANAGEMENT APPROVED AS
INSURANCE

By: S. Poots 12/11/2023

Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: ZS Adams

Zachary S. Adams,
Deputy County Counsel

*signature page – Evidence IQ – Ballistics IQ Municipal,
State and Federal Law Enforcement Agency Agreement*

Exhibit A Service Fees



Exhibit A - Service Fees

Budgetary Quote

Date: 11/9/2023
Quote # KCSOCA-BIQ3

346 River Street
Lemont, IL 60439
Phone: (630) 209.2951

Michael Vivian - Regional Sales Manager
c: 816 772 5510
mvivian@evidenceiq.com

Kings County (CA) Sheriff's Office Ballistics IQ Solution

Bill To:
Kings County, CA Sheriff's Department
1550 Kings County Drive
Hanford, CA 93230
559.852.2781

Quantity	Item	Description	Unit Price	Sub-Total	Discount	Total
1	BIQ-3Y	BIQ Solution Annual Subscription & Master Service Agreement (Three Years)	\$14,999.00	\$14,999.00	\$3,250.00	\$11,749.00
1	BIQ-WAR	BIQ Camera Station Warranty (Included in Annual Subscription)	included	included		included
1	BIQ-RB-10	Rapid Ballistics Case - 10 Pack (Included in Annual Subscription)	included	included		included
			\$0.00			\$0.00
		Subtotal		\$14,999.00	\$3,250.00	\$11,749.00
					Tax	0%
					Total	\$11,749.00

Notes:

This quote is for a 3 (three) Year term with a start date October 1, 2023. Billings will be paid annually in advance of the contract term under service with Net 30 Terms, first year's payment is \$11,749 with \$11,749 due each following year.
BIQ Annual subscription includes the following: Hardware Warranty, Software Warranty, Online Training, Unlimited Submissions to BIQ Online Database, 10 Rapid Ballistics Case Submissions and Unlimited Quality Assurance Team Reviews
Includes a full hardware warranty for the duration of the subscription.
Online training is included in the quoted price
Billings will be paid annually in advance of the contract term under service with Net 30 Terms
This offer expires after 45 calendar days from the date of this quote.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 23, 2024

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: STUDY SESSION – 2024 LEGISLATIVE PLATFORM UPDATE

SUMMARY:

Overview:

This study session will be centered on the 2024 Kings County State and Federal Legislative Platform. The Legislative Platform is a policy document, the purpose of which is to direct and guide the County’s advocacy efforts at the State and federal levels. The draft 2024 Legislative Platform will be discussed with the Board, and is an update of the adopted Legislative Platform from 2023. The Legislative Platform focuses on several topics of local importance and influence on the County, the region, and the State.

Recommendation:

Overview and update on the draft calendar year 2024 State and Federal Legislative Platform.

Fiscal Impact:

None.

BACKGROUND:

Every year, Kings County prepares an update of its Legislative Advocacy program, known as the Legislative Platform. The Legislative Platform outlines the Board’s work plan to advocate for various concerns of local significance to Kings County regarding legislative decision being made by the State of California and the federal government. It prioritizes local issues that are influenced by State and federal actions. This document will be submitted to state and federal delegations, firms hired to represent the County’s interests in Sacramento and Washington D.C., and advocacy associations such as the California State Association of Counties (CSAC) and the National Association of Counties (NACo), in which the County participates and collaborates to improve public and governmental services. The attached draft 2024 State and Federal Legislative Platform document is an update to the 2023 Legislative Platform, and includes edits to address the current issues and interests of the County.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

LEGISLATIVE PLATFORM

STATE AND FEDERAL PRIORITIES



Photo by Susie Nava

Kings County Board of Supervisors

February 2024

KINGS COUNTY 2024 LEGISLATIVE PLATFORM

BOARD OF SUPERVISORS

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

ADMINISTRATION

Kyria Martinez
County Administrative Officer
1400 W. Lacey Blvd.
Hanford, CA 93230

STATE LEGISLATIVE ADVOCATES

The CrisCom Company
9550 Topanga Canyon Blvd.
Chatsworth, CA 91311
www.TheCrisComCompany.com

FEDERAL LEGISLATIVE ADVOCATES

Paragon Government Relations
220 Eye Street, NE, Suite 240
Washington, D.C. 20002
www.ParagonLobbying.com

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2024 STATE LEGISLATIVE PLATFORM – KINGS COUNTY, CALIFORNIA

The CrisCom Company, in conjunction with Kings County administrative staff and department heads, has identified several priority areas for legislative action and monitoring in the first term of the 2023-2024 State legislative session. Many of the legislative priorities are carryovers from the previous session. These topics have immediate and lasting impacts to the County, the health and safety of its residents, and a variety of constituents who are reliant upon local government's effectiveness and representation. While this list is detailed, by no means is it written in stone. The county must remain flexible to pivot as new items are proposed, and new problems and solutions emerge.

Legislative Priorities:

1. Water, Natural Resources & Agriculture
2. Unfunded mandates
3. Homelessness
- 2-4. High Speed Rail
3. ~~Continued COVID-19 response~~

LEGISLATIVE PRIORITIES

WATER, NATURAL RESOURCES & AGRICULTURE

Find solutions for dealing with water shortages and flooding. California has the unfortunate characteristic of being prone to prolonged and severe droughts at any time, and farmers in Kings County routinely must take steps to prepare for continued severe reduction in water during the summer months. In addition to having negative impacts on jobs and the food supply for this state and the nation, water is essential for the thriving agriculture industry in Kings County and contributes to the local economy through direct production and the multiplier effect of support industries. Kings County, with nearly 92% of its land in agricultural use, ranks 8th in agricultural value among all counties in California, which is the number one agricultural producing state in the nation. Without increased water storage, the demands placed on our water resources will not be achieved for food and fiber, urbanized growth, energy needs, or habitat restoration. At present, an estimated 50% of Kings County's water use comes from groundwater. Because of Endangered Species Act-related court rulings and ongoing historic drought conditions, imported state water has become extremely limited in Kings County and groundwater levels are at historic lows. Implementation of the Sustainable Groundwater Management Act (SGMA) may further restrict access to groundwater in the future.

Much of the Kings County economy is based on agribusiness. Accordingly, when farmers are unable to obtain water to produce crops, laborers, process workers, processors, and truck drivers cannot find work. The result is that neither essential component of our county's workforce can conduct business and contribute to our local economy. In past droughts, there has been a direct correlation between the reduction in planting and the Kings County unemployment rate that was well above the state and national averages. Prolonging the planning or delaying the funding for water storage/reservoir/hydropower projects is counterproductive to the demands that population growth places upon our region, as well as our state. Bringing desperately needed water to our communities is essential. Kings County supports efforts to enhance regional water supply reliability through increased surface water supply, surface water storage, and the implementation of additional conjunctive use projects.

The County will advocate for legislation that streamlines the permitting processes for storage projects both on-stream and off-stream. In addition, and as member of the San Joaquin Valley Water Infrastructure Authority (SJVWIA), the County will continue to support regional efforts to construct the Temperance Flat Dam. Kings County supports the recent efforts of members of the California Assembly to bring greater accountability to the California Water Commission Water Storage Investment Program and believes the recent under scoring of the public benefits of the Temperance Flat project exemplify the Commission's failure to clearly articulate their scoring criteria and work collaboratively with project applicants such as the SJVWIA.

The County will advocate for statewide policy changes that will facilitate groundwater storage and banking projects to meet local needs to replenish depleted groundwater aquifers and lessen the stress on those aquifers in times of drought. The County will support and engage in regional efforts that will protect Kings County water supplies and help mitigate the impacts of Groundwater Sustainability Plan implementation.

A significant portion of the county is considered a disadvantaged or severely disadvantaged community and lacks the resources to ensure a safe and reliable source of potable water and wastewater treatment. The County will continue to advocate for the funding of water supply projects that benefit disadvantaged and severely disadvantaged communities to ensure that they have access to a reliable water supply that meets safe drinking water standards.

The County will support legislative reform that enhances the ability of local Groundwater Sustainability Agencies (GSA's) to implement groundwater sustainability plans and requisite management actions locally. Support increased funding for GSA planning and implementation efforts with particular focus on planning and data capture to meet the SGMA.

Regulatory restrictions on pumping in the Delta have led to increased reliance on groundwater which has led to groundwater depletion, water quality degradation, and impacts to infrastructure. The County will support legislative efforts to implement adaptive management of Delta pumping to maximize surface water deliveries in times of excess.

Oppose legislation that limits Delta pumping and continues to flush surface/runoff water through the Delta to the Pacific Ocean, leaving south-of-Delta communities without sufficient vital water resources or the ability to store critical resources in times of excess flows.

Oppose any and all efforts to expand the definition of wetlands that will increase regulatory burdens on growers in Kings County.

The County will support local efforts to implement conservation programs in coordination with community service districts and cities within the county and advocate for funding of voluntary conservation technology implementation. The County will oppose mandatory statewide conservation regulations that unnecessarily complicate and duplicate local efforts.

The County supports the beneficial use of water for irrigation of all crops and any post-harvest processing of agricultural commodities that are marketed both domestically and globally.

Support legislative reforms that will reduce the water delivery costs under the State Water Project.

Support the Voluntary Settlement Agreement process if the agreement does not result in reduced water availability or increase the cost of State Water Project deliveries to the county. Kings County opposes any agreement that would increase the cost of water delivery to its disadvantaged communities or agricultural water districts.

Support legislation that provides subsidence mitigation funding for the streams, aqueducts, and canals that deliver water to the region.

Support legislative efforts to streamline onerous and duplicative regulatory burdens that have significantly increased input costs to farmers in the county. Support funding that will reduce the financial impact of regulatory implementation on landowners.

Oppose legislation that would impact or inhibit standard and accepted farming practices, which could have effects on Agriculture.

The County will advocate for increased funding and exploration of the use of excess solar energy and the expansion of solar-powered pumping systems and water treatment to increase groundwater recharge within the region.

Support and advocate for the full state program allocation for the *Funding Agricultural Replacement Measures for Emission Reductions* (FARMER) Program at an amount of \$193 million per fiscal year through Fiscal Year 2023- 2024. These funds will assist in achieving the State's commitment to reduce emissions from heavy-duty agricultural off-road equipment in the San Joaquin Valley (12,000 tractors by 2024) and provide for significant air quality, and related community health, improvements throughout the county, valley, and state. The California Air Resources Board (CARB) has identified a funding need of \$193 million per year through 2024 to meet the State Implementation Plan commitment to reduce agricultural equipment emissions and assist the Valley in meeting air quality and public health goals.

Seek legislative support to reestablish Williamson Act subvention funds for counties with “white areas” under SGMA, and explore the possibility of using the Cap and Trade funding to cover the ongoing cost. Elimination of the Williamson Act Subvention funding has financially strapped our rural county. Losing the subvention funds has had a negative impact to the County as well as the landowners within the county. The implementation of SGMA has put more responsibilities on counties. Legislative support to re-establish reimbursements to participating counties is essential to agricultural preservation in the State and conversion to solar, which reduced tax revenues.

PUBLIC HEALTH CONTINUED COVID-19 RESPONSE

~~Local health departments continue to be on the front lines of the response to the COVID-19 pandemic. This includes ensuring adequate testing, contact tracing, isolation and quarantine capacity, and instituting measures to protect their communities. In addition, with vaccine release, local health departments play a critical role in vaccine distribution. Counties advocate for local health departments advocate for to be provided sufficient funding to carry out these emerging infectious diseases identification, prevention, and response as well as responsibilities needed to expand services in case of an identified pandemic. Local health departments should be engaged in developing state orders, guidance, and plans. responsibilities and be engaged in developing state orders, guidance, and plans. County Health Executives Association of California (CHEAC) will continue to advocate against policies that create barriers to local response efforts.~~

California’s local health departments (LHDs) have been significantly underfunded, resulting in the slow decline in public health infrastructure. As evidenced by the COVID-19 pandemic, public health departments were not well equipped to perform core functions such as contact tracing and isolation. In addition, before COVID-19, insufficient funding has been provided to LHDs to address chronic diseases and the social determinants of health to advance health equity. Instead, LHDs are provided increments of limited-term, categorical funding that do not allow LHDs to strengthen and ensure the integrity of the public health infrastructure and workforce, including modernizing data and surveillance systems. Further, incremental funding received by LHDs do not allow for improvements in local emergency preparedness capacities for weather-related events or infectious disease outbreaks. As such, counties will continue to advocate for funding to rebuild and strengthen the public health infrastructure across all local health departments.

HEALTH & WELFARE

PUBLIC HEALTH

Advocate for maintaining sufficient health realignment funding to ensure that counties have the resources to meet their obligations to fulfill their statutory public health and indigent health care mandates. Oppose new mandates without specified, stable, and adequate funding commitments.

Support legislation that would create, protect, and optimize long-term funding and support for core local public health services and public health laboratories. This includes an adequate and trained workforce to provide services, public health laboratories, communication, surveillance and disease tracking systems, community involvement, partnerships, and other components of contemporary public health practice.

Support funding for essential public health functions and workforce, including but not limited to monitoring community health; investigating health hazards; providing community outreach, education, expansion of communicable disease, including sexually transmitted infection, investigation and prevention capacity and linkages to critical services; regulating and enforcing food safety; implementing prevention programs such as immunizations, chronic disease, maternal, child and adolescent health; and other duly enacted laws designed to protect public health.

Public Health has long supported and has recognized the need for Health Equity and identification of health disparities in populations served. We support funding and initiatives that promote identification of Health Disparities and Health Equity, however, any mandates of this nature that are required by the state should have adequate and sustainable funding

provided to support the mandate.

Advocate for and support a simplified process of contracting with the California Department of Public Health and Department of Health Care Services to allow local health departments to develop a system for the delivery of comprehensive and coordinated public health services to their communities. And:

- Discourage complex administrative requirements or request for proposal (RFP) processes in favor of basic plan submission, subventions, or contractual obligations.
- Ensure local health departments are given maximum discretion as to how they implement or achieve the objective set by legislation.
- Oppose creating new and independent governance and administrative structures at the local level to create or implement new social/health programs.

Support highlighting Public Health programming within higher education, including incentives to increase public health laboratory staff, public health microbiologists, public health nurses, ~~and~~ registered environmental health specialists (REHS), public health nutritionists ~~and~~ dietitians, epidemiologists, and public health educators.

Support the Statewide development of a health information exchange system; including proposals to provide funding to local health departments and health systems to support the infrastructure and staff development necessary to implement meaningful use of health information data and particularly the use of health information to advance understanding and improvement in population health strategies. Ensure any state Health Information Technology legislation is consistent with federal statute and regulatory requirements. Support efforts to allow bi-directional information sharing across county systems as well as with external partners to improve system efficiency that would include telemedicine and broadband development.

Monitor the California Children Services (CCS) program and seek protections against increased county program costs. Oppose any efforts to require counties to provide funding for the CCS program beyond their Maintenance of Effort (MOE). Explore opportunities to "realign" county share of cost for CCS back to the state. Advocate for CCS pilot project implementation strategies that do not destabilize the current CCS program. Ensure counties retain sufficient resources to meet their CCS responsibilities, including those remaining under the Whole Child Model.

Support legislation to reduce inequities in maternal, infant, and child health and designed to maximize the health and quality of life for all women, infants, children, adolescents, and their families in California. Support efforts to integrate trauma informed practices into both newly proposed or existing programs and services provided to women, infants, children, and adolescents. Support policies and programs to reduce teen and unplanned pregnancy and assist with family planning.

Support legislation that decreases health disparities among children in foster care, including ensuring coordinated health care services for children in out-of-home foster care or on probation.

Support continued funding for the Supplemental Nutrition Program for Women, Infants and Children (WIC).

Support programs to fund opioid research and monitoring as well as expand emergency treatment resources and increase capacity to provide long-term prevention and treatment services. Support legislation that allows for the continued expansion on treatment and preventive harm reduction programs such as naloxone distribution.

Support funding for public health research and monitoring of vaping use patterns and associated adverse effects. Advocate for vaping taxation to invest in health education to youth.

Support funding for Valley Fever research, treatment, and vaccine development.

Support legislation to improve minimum levels of cooling of ambient air in rental housing, single family dwellings, and in multi-unit housing to reduce health disparities and inequities by working to eliminate barriers to good health for Kings County's low-income population.

Support policies or funding to improve the control of mosquitoes which transmit human diseases such as Zika virus, West Nile virus, Chikungunya virus, Dengue fever, and Malaria.

Support effective parent education and engagement and expand access to effective evidence-based family strengthening programs, including parent engagement and home visitation programming.

Support funding and legislation for public health emergency preparedness, response, and recovery from natural and man-made disasters, such as extreme temperatures, flood, drought, pandemic disease, and bioterrorism.

Support legislation that would allow rural communities to provide more comprehensive hospital, medical, pharmaceutical services, including changes to zoning laws and other such requirements.

Kings County supports maintaining existing laws and regulations governing the role of counties in the oversight of prehospital emergency medical services including, but not limited to, medical first response ambulance services. The County also supports legislation or regulatory reform that would enhance county authority and increase funding for such oversight. The County opposes any efforts to decrease county authority to oversee the emergency medical services (EMS) system and to reduce the mandated roles of the local EMS agency in planning, implementing, evaluating, and regulating EMS systems and opposes any efforts to limit the authority of the local Emergency Medical Services Medical Director over pre-hospital patient care including disciplinary actions over licensed or certified personnel.

BEHAVIORAL HEALTH

[Support funding for the recently approved Senate Bill 43 which essentially revised the state's involuntary detention and conservatorship laws under the Lanterman-Petris-Short \(LPS\) Act in a manner that will ultimately significantly increase the number of individuals who can be placed on an involuntary detention and/or be petitioned for conservatorship. This will greatly increase the number of individuals detained and transported by mobile crisis teams and law enforcement, the number of individuals requiring medical clearance through an emergency room, and the number of individuals requiring placement to a secure psychiatric inpatient facility. This will also require a significant increase in the number of individuals requiring conservatorship proceedings thus significantly impacting County Counsels, Public Guardian Offices, and County Behavioral Health. Although the Senate Bill creates this type of significant resource impact to so many agencies and entities, it did not come with dedicated state funding to support these expanded obligations. Lastly, due to the change in who can qualify for involuntary detention and conservatorship \(expansion to those with only a "severe" substance use disorder causing grave disability\), those meeting this criteria will require a secure \("locked"\) treatment setting for substance use disorders, and because this is new criteria, these placements do not currently exist in a manner anywhere near the scope and volume anticipated to be caused by this expansion. Therefore, the state will need to more intentionally address this barrier. Below are bulleted points released by the California Behavioral Health Director's Association \(CBHDA\) which is assisting County Behavioral Health Directors with the recent Senate Bill 43 \(while there is a 3-page fact sheet and talking points, the below are specific to the fiscal impacts\):](#)

- [LPS law changes do not trigger new state funding. The state pays nothing toward public guardians, funding for designated individuals to conduct assessments, or the Patient's Rights Advocates needed to make determinations and conduct investigations and manage conservatorships. In fact, county behavioral health often funds these functions within their existing resources.](#)
- [It also would not require funding for expanded treatment services, including SUD, mental health, or new physical health providers necessary to evaluate grave disability on the basis of failing to meet basic medical needs.](#)
- [The federal and state governments provide no reimbursement for long-term residential and inpatient drug treatment under Medi-Cal.](#)
- [Commercial insurance plans often deny counties' requests for reimbursement for mobile crisis, crisis, and inpatient residential SUD treatment services.](#)
- [If courts were to order involuntary SUD treatment, they would not be bound by what Medi-Cal or other insurance payers would cover, leaving counties with a significant unfunded mandate.](#)
- [This structural lack of reimbursement, across our major public and private insurance payers has directly led to the scarcity of SUD residential and inpatient treatment capacity.](#)
- [Addressing reimbursement for involuntary long-term inpatient and residential care, which would not be](#)

[reimbursed through Medi-Cal or other payers, particularly those in locked settings, would need to be addressed in order to ensure adequate access to humane treatment.](#)

- [California needs to invest more in consistent, sustainable reimbursement for longer-term residential and inpatient SUD treatment to both prevent the deterioration of individuals and to assist with long-term treatment and recovery. Unfortunately, this policy allows for policymakers to side-step that larger structural need, along with the need to address long-term housing needs for Californians.](#)

Support the funding of mobile crisis support care and regional mental health support care. Support any legislation that would provide additional funding to combat Fentanyl use.

Enhance Board and Care rates to prevent further loss of critical housing for clients with serious mental illness (SMI) and build out housing options. This is needed to support the rapidly growing aging population of low-income adults who are most at-risk of ~~homelessness~~[homelessness](#), including persons with SMI.

Fund Pretrial Mental Health Diversion. There is an overrepresentation of individuals with SMI in the criminal justice system. All too often, individuals with SMI in crisis are inappropriately routed by law enforcement into jails and ultimately prison, instead of receiving treatment in the community. California passed in 2018 AB 1810 which establishes pre-trial mental health diversion in CA for individuals with SMI and who could be experiencing homelessness. State funding would help alleviate strains on justice systems and break the cycle of individuals experiencing homelessness with SMI from cycling in and out of the justice system.

Support policies addressing the promotion of wellness, including the use of telepsychiatry, by meeting patient needs, and reducing barriers to care, at the lowest level of care before behavioral health issues require higher level, intensive services (i.e., emergency department, jail, and psychiatric hospitalization).

Support policies that seek to reduce health disparities and inequities by working to eliminate barriers to good health and seek to intervene early, at the lowest level of care, for Kings County's diverse population.

Support legislation or State budget actions that will expand the availability of supportive housing that provides coordinated services for County residents.

Support legislation that would enhance suicide prevention within the County as well as provide a means for more accurately measuring the incidence of suicide and allocating its occurrence to the appropriate jurisdiction of origin.

Advocate full funding for Community Assistance, Recovery and Empowerment (CARE) Court to not burden local county government operations.

HUMAN SERVICES

Support and advocate for increased funding for all aspects of the Human Services Department. Seek an increase in foster care and child welfare service funding. This is a critical need as it relates to placement housing for children in the program. Support efforts to increase the State's portion of Extended Foster Care Program funding beyond the county contribution cap to decrease the fiscal burden on the county in providing extended Foster Care payments and services from age 18 to age 21, which has shown to increase the outcome success of our transitioning foster youth. This will help to correct the funding gap due to the underestimated 60% participation at the inception of the legislation to the actual 90% participation by foster youth in this program.

Support efforts to increase the administrative funding for In Home Supportive Services (and fund current and anticipated caseload increase in IHSS), ~~Cal-Fresh~~, Medi-Cal, as well as adequately fund the Resource Family Approval and Independent Living Programs. Provide additional funding to counties to support disaster service workers and mass shelter. Additional resources and funding to provide services to youth with complex needs. Support an overhaul on homeless housing funding allocations. Smaller counties are not getting an adequate share since they cannot compete with point in time (PIT) counts of larger counties. The methodology is faulty.

PUBLIC SAFETY

KINGS COUNTY SHERIFF

Provide new resources on sustaining and funding local gang prevention and enforcement activities. Resources will offer additional routes to sustaining local youth and gang violence prevention efforts.

Provide growth funding for the base court security funding. Costs continue to rise and outpace the state funding. Safety and security in courtrooms are being compromised due to the lack of funding needed to adequately staff existing and new courthouses.

We strive to always maintain high levels of community trust, support, and engagement by ensuring the integrity, ethics, and professionalism of Sheriffs and their employees. As public servants charged with protecting our communities, we strive to accomplish that goal while maintaining accountability to those we protect and serve. Sheriffs will seek additional and sustainable funding for peace officer training through the Commission on Peace Officer Standards and Training (POST) to help continue these efforts and ensure the best training is available, delivered, and utilized to safeguard and protect all individuals.

[Change penalty under incompetent to stand trial \(IST\) Growth Cap to “may” instead of “shall” for counties operating Jail Based Competency Treatment Program \(JBCT\) and Early Access and Stabilization Services \(EASS\).](#)

[Allow communication with Federal Partners on immigration status of person encountered, who may be from Terrorist Countries or State from the list identified by the state Department as terrorist organizations.](#)

[The County has a 20 plus million inmate transitional housing construction project in preliminary drawings for transitional housing for inmates within 90 days of release, which needs funding.](#)

Public Safety Resources

We strive to enhance and protect all funding for local public safety protection programs, including those that pay for deputy sheriffs on the street, keep correctional officers in our custodial facilities, support victims, and assist critical investigations. So that we may ensure we are able to fund necessary programs, we will continue to pursue full reimbursement of the costs of state and federal mandates and oppose unfunded state mandates on sheriffs.

Homelessness / Mental Illness

The issues of homelessness and mental illness squarely intersect with the criminal justice space, specifically and especially in terms of law enforcement’s interactions with these populations on the street and in county jails. When coupled together, and especially when exacerbated by co-occurring substance use disorder, these issues greatly affect public safety and sheriffs’ resources. Examples include challenges around providing appropriate mental health care and competency restoration services, strains on available custodial programming, rampant overdose deaths, and churning jail populations. Stakeholders should pursue a multi-element approach to address these issues with not only resources but also a reckoning of how prior and current policies and actions (e.g., Proposition 47, reduced accountability, etc.) have led or contributed to this multi-part problem. However, due to their complexities, it may also be time to consider these two issues separately, in order to focus fuller attention on each in terms of achieving successful outcomes.

Court Security Funding

Costs to provide vital court security continue to rise and outpace state funding. Judges, litigants, attorneys, court officers, and employees expect and deserve safe levels of security and sheriffs are caught between a desire and obligation to provide court security and the challenge of doing so with resources that no longer cover costs. Sheriffs seek adequate and sustainable funding for not only the provision of base court security services but also that resulting from new courthouses coming online.

DISTRICT ATTORNEY

Support any increase in funding for the Central Valley Rural Crime Prevention Program as codified in Penal Code, section 14171 et al. and allocate a greater portion of the fund to Kings County. For the first time, the Kings County District Attorney's Office will commit a full-time investigator to the Kings County Rural Crime Taskforce beginning in January 2023. In addition to adding an investigator, the Kings County District Attorney seeks to employ a victim-witness advocate to the Rural Crimes Task Force to gather documentation supporting victim restitution requests.

Create a new statutory scheme preventing the transportation, sale, and possession of fentanyl. Fentanyl is a highly addictive narcotic which risks injury or death to people who come into intended and unintended contact with the toxic substance. Fentanyl transportation and sales create a risk for law enforcement agents who attempt to apprehend narcotics dealers and confiscate controlled substances laced with fentanyl.

Advocate any legislation that will create funding for ~~local~~the local District Attorney's office for additional and more efficient use of office space.

KINGS COUNTY FIRE

Support legislation that increases staffing and addresses critical equipment and infrastructure needs. As the County continues to grow it is imperative to grow the current infrastructure to meet those needs.

Support any new regulation as it pertains to solar battery storage facilities. These new facilities have the potential to become hazmat situations if a fire occurs. Currently, there is no regulations placed on the facilities to mitigate this risk.

Support funding for the development of an Emergency Operations Center and a mobile capability.

INMATE DETENTIONS

Inmate Rehabilitation, Care, and Re-Entry

Appropriate adult criminal justice facilities that meet inmates' needs relative to space for programming, education, treatment, and medical and mental health care must remain a priority to support the mission and needs of our state and local criminal justice system, especially post-realignment. We must continue efforts to maximize funding for inmate medical and mental health care services, as well as assisting with continuity of care post-release and pursuing funding for increased needs resulting from realignment. We will continue to mitigate liabilities in areas such as health, mental health, Americans with Disabilities Act (ADA), and other areas of legal concern. We will pursue and support additional opportunities for participation in regional and jail-based competency restoration programs.

Support legislation that expands Medi-Cal eligibility and managed care programs to allow counties to receive federal financial participation for medical services performed for adult and juvenile inmates that occur on the grounds of the correctional institute.

Support legislation that would mitigate the County's risk exposure in such areas as health, mental health, and Americans with Disabilities Act (ADA) in managing inmate populations.

Support efforts to maximize funding for inmate medical and mental health care services, as well as assisting with continuity of care post-release and pursuing funding for increased needs resulting from realignment. Support funding for outdoor recreation, family transitional space, and job training.

PROBATION

~~Stabilization of SB 678 funding (currently frozen)~~, Stabilization of SB 678 funding (currently frozen) still needs to be an

incentive based system, but priority shift from prison commitments, as they have lessened state-wide difficult for counties to continue to show improvement based on this metric.

Continued funding for locals in their efforts to implement SB 823: i.e., facility upgrades, retro- fitting facilities to provide “home-like” environments as mandated by statute, funding for program enhancement, educational opportunities, and vocational educational opportunities both online and on site.

GENERAL SERVICES

ASSESSOR

Support legislation to assist Counties who are impacted by the large-scale solar tax exclusion.

Support legislation that increases water to Kings County. The lack of water and restrictions are having a significant impact on ~~farming~~farming, which is the county’s largest industry.

Support legislation that maintains the property value and tax protections of Proposition 13 (adopted by California Voters in 1978) and oppose bills that would lower the existing two-thirds vote thresholds for local bonds and special taxes to 55%.

Oppose legislation that would increase property tax rates.

CHILD SUPPORT SERVICES

Provide funding that will enable the program, as part of the social safety net, to reach unserved families and decrease child poverty. Support legislation that: facilitates family access to program services or removes barriers to access; increases or eases access to justice; and/or eases operational/administrative burdens. Preserve the ability of local agencies to maintain local control of the child support program. Expand sharing of information through local agency collaboration and automating data exchange between agencies to improve services to families. Support legislation that creates, enhances, or preserves the child support program's ability to use effective collection tools and methods.

COMMUNITY DEVELOPMENT

Support any legislation that increases water to Kings County. Without water, wastewater, and storm drainage, there is no development. This impacts housing, commercial and retail development.

Support direct allocation of Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program (HOME) funds to Kings County. If direct allocation to Kings County is not possible, then continued support for maintaining CDBG and HOME funding levels to the State, which would maintain funding opportunities for Kings County. Due to inflation many families are being priced out of owning a home without programs such as the County’s First Time Home Buyer program.

Support State funding efforts for the increasingly complex General Plan update processes to remain current and in compliance with State mandated General Plan requirements. Small counties have limited staff and due to time constraints are limited in order to stay compliant. Increased funding can ensure these General Plan requirements set by the Office of Planning and Research are met.

Support legislation that would provide a financing mechanism to mitigate the cost impacts of hosting solar farms within the County and that has water recharge as part of the development.

COUNTY CLERK/RECORDER

Oppose any new unfunded mandates coming from the State for implementation of new programs as a result of proposed laws.

Support funding of digital access, with multi-level security, for record requests.

ECONOMIC DEVELOPMENT

Support efforts to recruit healthcare workers to the Central Valley and Kings County. The need has always been here, but it is exacerbated by the effects of the current pandemic. The pandemic has shown the fragility of the healthcare system and the need to reform the recruitment of qualified personnel. Expand educational programs to educate existing staff.

With the elimination of Redevelopment Agencies and the Enterprise Zone, counties and cities with high unemployment and high poverty rates find it more difficult to compete for business expansion and location with more affluent areas. Therefore, it is imperative to support and push for an Enterprise Zone equivalent to assist smaller counties. Disadvantaged communities are unable to afford the public infrastructure needed to create the jobs to boost or sustain growth within their economies. A targeted incentive package aimed at cities or counties that have an average unemployment rate and poverty level of 125% of the statewide average for the preceding year is needed. These designated zones would allow a more advantageous new employee hiring credit as well as other economic development and public infrastructure incentives necessary to even the competitive field of business development. Support the ~~Incentivization~~Incentivization of the use of new market tax credits to put people to work.

Oppose more stringent regulations that will cost county jobs. Oppose any new state policy that encourages people not to work.

Support legislation and funding programs that would increase and expand job training opportunities within the County, including funding at local community colleges to train and educate residents, especially for jobs within the tech industry both online and on site.

Support a more balanced approach to energy development. Pursuing an all-electric state ignores the consequences of overly developing renewable energy at the expense of oil, natural gas, green diesel, and hydrogen. This will have a detrimental effect on the state's economy.

Support effective water storage to help deficits during times of drought. Agriculture cannot thrive unless it has adequate water supply.

LIBRARY SERVICES

As California's Leading Library Advocate, the California Library Association (CLA) actively promotes and protects library interests by advocating for policies and funding that support libraries and their stakeholders.

Seek a measure supporting the infrastructure needs of California's public library facilities to benefit Californians in communities throughout the state. Work with the Legislature, the Governor's office, and other partners to secure a place on the election ballot and a plan for approval. Support legislative efforts which would reduce the voter approval requirement for local taxes and bonds from a 2/3rds vote to 55% for purposes of authorizing and issuing local infrastructure bonds.

Advocate to secure funding for the maximum grant amount of ~~\$10010~~ million for the Kings County Library as part of the Governor's "California Comeback Plan/Infrastructure Program. Encourage the State Librarian to waive the required dollar-for-dollar local match. Support funding for the California Library Services Act to foster resource sharing among libraries in rural areas. Support continued funding for "Lunch at the Library" to promote summer reading programs. Continue to support funding allocations for JobNow, VetNow, and LearnNow for economic recovery and education for

vulnerable populations. Support the continued funding for Zip Books.

PUBLIC GUARDIAN

Support an ~~increase~~**increase in** spending on Public Guardian programs. County Public Guardian programs are the only major county safety net programs that receive no direct State or Federal funding. Working collaboratively with local medical, mental health, social services, and justice providers. Support expanding the availability of senior and disabled adult placement across California. Expand the availability of psychiatric placements across California.

Opposed Unfunded mandated services; Expanding the scope of the Lanterman-Petris-Short (LPS) Act through changes to the definition of grave disability, which would burden the operation of county PG/PC operations; Amending the LPS Act in any manner that would limit the discretionary decision-making ability of Public Guardian/Public Conservator programs or restrict due process protections of individuals with serious mental illness.

PUBLIC WORKS | RESOURCE RECOVERY & WASTE MANAGEMENT

Support state investments into diversion programs to assist in addressing unfunded mandates. Most recently, the county will need support with the implementation of the organics management programs. There will be increased costs to waste pickup due to these new laws. Continue to work with Cal Recycle and legislators to address the challenges associated with single-use products and the impact these products have on the solid waste industry. Support an increase in resource recovery infrastructure to manage the mandates imposed by the state. Support market development before separating products from waste stream to make sure there is a market for them.

PUBLIC WORKS | TRANSPORTATION REFORM

Explore Road User Charge Policy Options. Work with other responsible agencies on mileage-based user charges as an eventual replacement for the gasoline excise tax. As improvements in the fuel efficiency of vehicles reduces gas tax revenue per mile traveled and inflation continues to erode the purchasing power of the excise tax revenues, alternatives to the gas tax must be seriously considered by all transportation stakeholders.

Protect State Transportation Funding and Promote Streamlining. Monitor the allocation of state transportation revenues to counties and oppose any effort to use transportation revenues outside their intended purposes. Proactively seek additional flexibility for counties and streamline project delivery and environmental review processes.

Support California Environmental Quality Act (CEQA) streamlining for projects including the infrastructure necessary to support developments. Support fish and game and other agencies' approval of needed maintenance in waterways and roadways.

Recycled Materials Standards for Local Roadways. Support efforts that promote adoption of specifications allowing the use of recycled material when sufficient local flexibility is provided. Identify opportunities to support the use of recycled materials for maintaining and rehabilitating streets and highways with appropriate exceptions based on local conditions. Oppose policies that impose overly prescriptive requirements related to the use of recycled materials.

State Route 198 (SR198) is the interregional roadway connecting the Central Coast to the San Joaquin Valley, as such, improvement of this corridor from Naval Air Station (NAS) Lemoore to Interstate 5 (I-5) is a priority for Kings County to increase auto and truck traffic safety. Elevate SR198's priority into the State's Strategic Plan as it is considered part of the State Interregional Transportation system. The improved corridor will also serve communities like Coalinga and Huron to the statewide passenger rail network. The connection to San Joaquin – Amtrak rail system would be a benefit to rural communities in the region. The route is not only part of the Central Coast and San Joaquin Valley East-West connection, the highway also serves NAS Lemoore to I-5. Most of the improvement projects on SR198 are outside

Kings County jurisdiction, however the needs of the county would be greatly served by improving this travel corridor.

Support State funding for widening and safety improvements for State Routes 33, 41, 43 and 198 in order to accommodate the growing need of transportation options within the County due to increasing traffic as a result of population growth within the Central Valley. Change these from “orphan” highways into priority highways. With the search for affordable housing and future completion of the High-Speed Rail Project, the Central Valley will be an ideal place to live, enticing migration to the area. Support funding that would increase public transportation support to evolve with new and future demands.

Truck traffic for Farm to Market transportation and freight movement from I-5 to NAS Lemoore should be a state priority. The passenger car traffic would also improve with an increase to State Highway Operation and Protection Program (SHOPP) projects eligibility if this route becomes a higher priority. The truck volume due to the recent drought and future land retirement in Westlands Water District will see reduced seasonal agricultural demands automobile travelers will increase with additional personnel added to NAS Lemoore.

The Stockton Diamond is the busiest, most congested at-grade railway junction in California, and is a viable connection to the Central Valley. Kings County supports all improvements projects for the Stockton Diamond railway. Double and triple tracking projects of the railway system will increase mobility.

VETERANS SERVICES

Support legislation that would focus on getting homeless veterans off the streets and into housing, including transitional and permanent supportive housing.

Mental health treatment to veterans in need; support in providing adequate mental health treatment regardless of their status; VA will treat any veteran – prior, they would only provide treatment to veteran’s who were honorably discharged; if you have a dishonorable or bad conduct, you will not get treatment.

Support legislation that would continue to support expansion of veterans’ treatment courts to more counties by providing state funding of veterans’ treatment courts in California.

ADMINISTRATION

CAPITAL PROJECTS

Support legislative efforts, which would reduce the voter approval requirement for local taxes and bonds from a 2/3rd vote to 55% for purposes of authorizing and issuing local infrastructure bonds and public safety tax increases. Seek and support bond funding for the construction of new or the renovation of existing public libraries and criminal justice facilities. The County tried twice in 2016 to pass a local public safety tax. The results were close, but a 2/3 supermajority is insurmountable.

COUNTY COUNSEL

Support legislation that would allow local government full cost recovery when responding to Public Records Act requests.

Consistent with CSAC policy within its County Platform on addressing issues of local concern related to tort reform, government should not be more liable than private parties and in some cases, there is reason for government to be less liable than private parties:

- a. Support proposals to mitigate the effects of joint and several liabilities upon public entities by limiting

liability to any party to be responsible for their own proportion of damages.

- b. Support proposals to strengthen the statutory immunities associated with the operation of public infrastructure such as immunities under Government Code Section 830 et seq.
- c. Support proposals that limit post judgment interest and/or that provide public entities with the flexibility in paying judgments over time.
- d. Support proposals to mitigate the effects of liability upon public entities by applying the Doctrine of Comparative Fault to inverse condemnation actions.

ELECTIONS OFFICE

Support changes to the current state law that would reduce the early voting days from 10 to 3, to NOT include Election Day.

Support revenue sources that provide funding relief to local election officials, current code does not allow for election officials to “charge back” for Federal and State races.

Support the amendment to AB 2608, specifically to remove the requirement of a “California Replacement Vote-By-Mail Ballot Application” when the voter is requesting a ballot replacement due to have not received a vote-by-mail ballot for the identified election, or if received that ballot but that ballot has been lost or destroyed.

FINANCE

Support efforts to provide any COVID relief from the federal government directly to the County, bypassing the state clearinghouse.

Oppose legislation that would place any unfunded mandates upon the County and support the full cost recovery of State unfunded mandates. Oppose any deferred payments from the State to the County.

Support legislation, which is designed to ensure that taxes and fees collected in the State Highway Account are used to repair the State’s crumbling streets, highways, and roads, and ensure that the taxes and fees collected are not used for other purposes.

HIGH SPEED RAIL

Continue to work with the High-Speed Rail Authority (HSRA) to construct and deploy all HSRA projects in Kings County. Advocate for the highest safety standards in the transportation industry. Also, ensure all transportation modes work collectively to meet the needs of public transportation. Support any bills that require financial accountability. Continue to advocate for a High-Speed Rail maintenance facility within Kings County.

HUMAN RESOURCES

Support public agencies in implementation and compliance of continuing changes to labor laws, leave laws, and other employment law regulations. Suspend continued minimum wage increases, which are having an extreme impact to our local economies and pay structures. Support funding sources and other resources for employers to develop and implement training for diversity, equity, and inclusion.

INFORMATION TECHNOLOGY

Support efforts to bring broadband to all citizens of Kings County. Support an increase in Information Technology

security funding. Support permanent broadband subsidies for low-income residents. Support the establishment of a security operations center at the State to assist smaller counties and cities to maintain security in their systems.

VIDEO RECORDING & RETENTION

Amend Government Code Section 26202.6, which governs the retention of video recordings that are made for “routine monitoring” purposes, so that recordings are only needed to be retained for 60-90 days versus the one-year requirement now. Annual retention of routine monitoring is extremely costly for counties and is discouraging the use of video cameras in various operations.

2024 FEDERAL LEGISLATIVE PLATFORM – KINGS COUNTY, CALIFORNIA

This document offers summary information on several key policy areas for legislative and/or regulatory action and monitoring in the current year.

LEGISLATIVE PRIORITIES

CALIFORNIA DROUGHT RESILIENCY

With nearly 92 percent of its land in agricultural use, much of Kings County's economy is based on agribusiness. Accordingly, when farmers are unable to obtain water to produce crops, laborers cannot find work, which leads to an unemployment rate in Kings County that is well above the state and national average in times of drought. The result is that neither essential component of our county's workforce can conduct business and contribute to our local economy. Prolonging the planning of or delaying funding for water storage/reservoir/hydropower projects is counterproductive to the demands that population growth places upon our region, as well as our state. Bringing desperately needed water to our communities is essential.

Kings County supports long-term, meaningful solutions to California's complex water management challenges, including legislative proposals and regulatory actions that would ensure more reliable and predictable water deliveries to the Central Valley.

Specifically, Kings County supports reauthorizing the 2016 *Water Infrastructure Improvements for the Nation (WIIN) Act*, which expired in 2021. The California title of the WIIN Act provides flexibility to capture and store water when flows are high with little impact on the environment. This flexibility helps California better prepare for future dry years. The WIIN Act also included nearly \$1 billion for environmental restoration and water infrastructure projects in California. This funding provides a diverse package of tools to meet the state's water needs.

Finally, while long-term drought continues to negatively impact Kings County agriculture, it also affects operations at United States Naval Air Station (NAS) Lemoore. During times of severe drought, fallow fields surrounding the air base attract rodents and other varmints, which, in turn, leads to a significant increase in the presence of avian predators. The result is a corresponding increase in bird strikes, which puts our nation's air fleet and security at severe risk.

WATER

Kings County supports efforts to enhance existing surface water storage facilities, as well as construct new storage facilities within the state. California is subject to variable weather patterns and must plan ahead to capture water in times of excess to meet the state's various water demands in times of drought. Without adequate surface water storage infrastructure, the county is dangerously reliant upon groundwater. As the state continues to move towards regulating the extraction of groundwater to ensure basins are sustainable and as drought conditions continue, surface water storage becomes paramount in ensuring the health and prosperity of our county. Without increased water storage, the demands placed on our water resources will impact the production of food and fiber, urbanized growth, energy needs, social determinants of health for our most vulnerable populations, and habitat restoration. Surface water storage also provides immediate relief to aquifers and helps facilitate groundwater recharge projects and sustainability, which will be vital to meeting the State's Sustainable Groundwater Management Act (SGMA).

Kings County [continues to have significant concerns with efforts aimed at defining the scope of waterways that are subject to federal regulatory oversight under the Clean Water Act. In response to the U.S. Supreme Court's *Sackett v. EPA* decision, the U.S. Environmental Protection Agency \(EPA\) and the U.S. Army Corps of Engineers in September](#)

2023 finalized a rule intended to define “waters of the United States” (WOTUS) in a manner that would provide regulatory clarity to impacted stakeholders. Despite this intent, the latest EPA-Corps rule is expected to face a series of legal challenges, thus perpetuating the longstanding uncertainty that local governments, water districts, farmers, homeowners, private property owners, manufacturers, and small businesses have faced with respect to jurisdictional determinations under the *Clean Water Act*.

~~opposes efforts by the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (Corps) to vastly expand the definition of “waters of the United States” (WOTUS) under the *Clean Water Act*. In repealing the Navigable Waters Protection Rule (NWPR) and by seeking to replace it with the pre-2015 WOTUS regulatory regime, the agencies are seeking to vastly expand the types of water features that are subject to federal regulation and permitting. The effort would strip away the long-awaited regulatory and legal clarity that local governments, water districts, farmers, homeowners, private property owners, manufacturers, and small businesses fought for and achieved under the NWPR.~~

The County supports efforts to amend the *Endangered Species Act* (ESA) and other environmental laws in a manner that will increase the allocation to Central Valley Project water contractors, and opposes any legislation that negatively impacts such contractual allocations. The County believes these efforts need to be closely coordinated with state agencies to ensure that any amendments to the ESA do not result in increased burdens to the State Water Contractors. Because of ESA-related court rulings and ongoing historic drought conditions, water has become extremely limited in Kings County and groundwater levels are at historic lows. The County supports changes to the ESA that take into account the intra-species similarities when adding new animals as endangered species.

Kings County is engaged in a critical review of SGMA Groundwater Sustainability Agency (GSA) Groundwater Sustainability Plan (GSP) implementation. The County will continue to support efforts to implement solutions to protect the County’s supply of surface and groundwater and to improve County and regional economic and agricultural opportunities.

The County supports efforts to properly manage the forest in the Sierra Nevada to ensure the conditions in the forest do not adversely impact the County’s groundwater supply, as the snowpack and subsequent forest runoff are vital the County’s groundwater supply. As the forest continues to be ~~overgrown~~, less water reaches the Valley floor due to evaporation and it is not able to help recharge the county’s groundwater basins.

Finally, the County supports grants and other federal funding opportunities or legislative proposals that help disadvantaged communities in Kings County improve access to a safe and reliable water supply.

~~COVID-19 PANDEMIC~~ PUBLIC HEALTH RESPONSE

Kings County supports increased funding for public health programs and initiatives to ~~address the evolving impacts of COVID-19, and~~ continue building local public health capacity to combat and control communicable diseases. ~~The COVID-19 pandemic has required an unprecedented response by local, state and federal public health systems. Kings County provides critical testing, contact tracing, vaccines, and guidance for the community. While the country has taken steps to address the pandemic, a~~Additional ongoing resources are needed to ensure adequate public health planning, workforce, testing and vaccine supplies, and alternative care capacity to appropriately respond to any local, state, or global health emergency. Reliable funding is critical to preparedness for a prompt, coordinated, and comprehensive response to new and re-emerging infectious diseases.

FEE-TO-TRUST REFORM/TRIBAL GAMING

Kings County supports federal legislation, as well as regulatory changes in the current fee-to-trust process, that would provide an incentive for counties and tribes to enter into judicially enforceable agreements when tribes are permitted to engage in economic development activities, including gaming. Agreements should fully mitigate local impacts from a tribal government's business activities and fully identify the governmental services to be provided by the county to that tribe. In cases in which a county and tribe are unable to reach a local mitigation agreement, federal legislation/ regulations should require the Secretary of the Interior to certify that all anticipated off- reservation impacts have been mitigated to the maximum extent practicable. The County is supportive of reforms that would protect the County's interests and account for any impacts on natural resources in case of a possible future expansion or new development.

PUBLIC SAFETY

Kings County opposes legislation that would prohibit a political subdivision from receiving federal justice and/or homeland security grant funding based on noncompliance with the terms of Federal immigration law (including, but not exclusively, 8 USC Section 1373) if such noncompliance is a consequence of being required to abide by the terms of a statute or other legal requirement of a State with jurisdiction over that political subdivision.

The County also supports legislation and appropriations for County efforts directed at: programs that recognize the extent of the gang and narcotics problems in our County and in the San Joaquin Valley; prevention programs that educate youth about drugs and gangs; treatment programs; and tougher penalties for illegal-drug related crimes.

Due to cuts in the appropriation for the State Criminal Alien Assistance Program (SCAAP), along with an increasing number of jurisdictions applying for the program, Kings County's SCAAP allocation has fluctuated in recent years. SCAAP partially reimburses Kings County for the significant costs of incarcerating undocumented criminals. The County supports legislation that would reauthorize and provide adequate funding for SCAAP.

The County supports legislation that provides funding for local public safety programs, including Community Oriented Policing Services (COPS) and for school resource deputies in rural counties. The COPS Hiring Grant program supports up to 75 percent of an officer or deputy for three years. The maximum federal share per officer is \$125,000 over a three-year period (not \$125,000 per year). Following the grant period, agencies must retain each funded position for a minimum of 12 months. Kings County supports increasing the maximum level of funding per officer and increasing the number of years covered by the grant. ~~Increase funding for COPS hiring minimums, increase years from three to five years.~~

Kings County supports legislation that provides funding, including grant opportunities, which target prevention, response, and recovery efforts for disasters in addition to disaster preparedness, resiliency, and response programs. This includes the SAFER grant program, which provides discretionary funding to recruit, retain, and hire firefighters, as well as the Assistance to Firefighters Grant program, which helps fund critically needed resources to equip and train emergency personnel. Similarly, the County supports legislation that reauthorizes, streamlines, and improves access to Federal Emergency Management Administration grant programs and support.

Kings County will work closely with the Sheriff's Office to ~~Support~~ support more federal funding opportunities that would provide additional resources to aid in law enforcement efforts, including the purchase of vehicles and ongoing support for the Body Worn Camera program.

~~under earmarks: Vehicles and Body Worn Camera ongoing support funding now that they are purchased.~~

The County has a \$20 plus million inmate transitional housing construction project in preliminary drawings for transitional housing for inmates within 90 days of release, which needs funding.

Kings County supports providing Medicaid/Medicare/Medi-Cal reimbursement for services provided to justice-involved individuals who are in county custody pending disposition of their case.

Pursuant to Section 1905(a)(A) of the *Social Security Act*, juveniles and adults housed in detention facilities are denied federal health benefits even though they are presumed innocent under the Constitution. This policy – often referred to as the Medicaid Inmate Exclusion Policy (MIEP) – disrupts the provision of primary and behavioral health care and also makes it difficult to establish any continuity of care prior to release.

Kings County supports efforts that would improve care coordination for individuals suffering from mental health, substance use and/or other chronic health conditions by allowing Medicaid payment for medical services furnished to an incarcerated individual during the 30-day period preceding the individual's release and allowing pretrial detainees to receive Medicaid benefits at the option of the state. Additionally, the County supports legislation that would remove limitations on other federal benefits – such as Medicare, Supplemental Security Income (SSI), and Children's Health Insurance Program (CHIP) benefits – for pre-trial inmates of jails, detention centers, and prisons.

Providing pre-trial detainees and incarcerated individuals with access to federal health benefits would improve care coordination, decrease short-term costs to local taxpayers and long-term costs to the federal government. This change in policy also would reduce recidivism caused or exacerbated by untreated mental illness and/or substance use disorders, thereby improving public safety.

Kings County supports providing additional federal support for the U.S. Postal Service (USPS), including enhanced support for mail security. Kings County residents rely on the Postal Service for deliveries of prescription medications and other vital medical supplies, as well as mail-in ballots, and other essential items.

Finally, Kings County also supports a conviction of a felony, higher federal fines, and prison sentences for crimes involving mail and delivery thefts from USPS, Amazon, UPS, FedEx, and other package carriers. Mail and delivery theft has been on the rise in recent years, and the County is concerned about a more pronounced uptick in stolen mail and packages during the pandemic.

TELECOMMUNICATIONS/INTEROPERABILITY/BROADBAND

Kings County supports funding for first responder infrastructure upgrades and/or repair, such as repeater site restoration and upgrades. Dedicated funding has not been set aside since 2007 with the Public Safety Interoperability Communications grant, and systems are aging with no replacement funds in sight. Categorical funding, such as Homeland Security funding, is allocated in one-time amounts that are not sufficient to completely convert our local systems.

The County also supports implementation of the U.S. Department of Commerce's Broadband Equity, Access, and Deployment (BEAD) program grants. Communities and outlying areas are in great need of broadband infrastructure to bring and enhance much needed services in the area of education, public safety, economic development, and for medical purposes. Broadband connection rates need to be reasonable in order to be competitive for local government use.

Likewise, Kings County supports funding for the U.S. Department of Agriculture to provide reliable and affordable high-speed internet e-Connectivity, which is fundamental for economic activity throughout the United States. Access to high-speed internet is vital for a diverse set of industries, including agricultural production, manufacturing, and acts as a catalyst for rural prosperity by enabling efficient, modern communications between rural American households, schools, and healthcare centers as well as markets and customers around the world.

The County also supports legislative efforts to maintain current levels of funding for the implementation of universal service and library connectivity discount provisions E-Rate (*Telecommunications Act of 1996*, allowing any communications business to compete in any market against any other).

Kings County supports the deployment and availability of emerging technologies, such as small cell 5G, to rural areas of the nation to ensure equitable economic and educational opportunities for all. By preserving the long-standing, existing local zoning authorities of counties and other local governments in the deployment process, Kings County can ensure that the public interest is being served by communications providers regardless of the delivery platform. County officials can also fulfill their responsibilities as trustees of public property and as protectors of public safety and welfare during this deployment process.

The County also supports local decision-making and accountability, and opposes actions that would preempt or limit the zoning and siting authority of local governments. For example, Kings County supports legislative efforts that would nullify the Federal Communication Commission's 2018 wireless infrastructure rule (*83 Fed Reg. 51867*). Among other things, the Commission's rule preempts local government authority to regulate 5G deployments by restricting the timeframes for the review of small-cell applications and places limitations on the level of compensation that localities can receive from siting the technology.

[Kings County supports programs, like the State and Local Cybersecurity Grant Programs, that provide federal funding to local governments to address cybersecurity risks.](#)

HUMAN SERVICES

Kings County supports federal Title IV-E reform to eliminate the linkage between Aid to Families with Dependent Children (AFDC) 1996 eligibility requirements and the Title IV-E Federal payments for Foster Care. All children served by the Child Welfare System or placed in Foster Care should be eligible for Federal Title IV-E funding. Currently, 470 youth are served by the Kings County Child Welfare System; of those 375 are placed in out of home care. While the county is legally obligated to pay for placement and services costs for all of these kids, approximately 35% of children are not eligible for federal funding and therefore are fully funded with local funds. This is due to a requirement that federal reimbursement is only available for kids whose families meet the 1996 AFDC program eligibility. As a result, there is an annual cost shift of approximately \$2.7 Million from Federal government to the County that negatively impacts the County's ability to meet its basic obligation to this population or to provide other basic safety services.

Support retaining the entitlement nature of the Title IV-E foster care and adoption assistance programs and eliminate outdated rules that base the child's eligibility for such support on parental income and circumstances.

Support amendments to the *Family First Prevention Services Act* (FFPSA) to better align the FFPSA with California's Continuum of Care Reform initiatives and prevention services provided by the state, including the provisions in the enacted 2019 Family First Transition Act.

Support change in regulation or legislation a provision to exempt Qualified Residential Treatment Programs (QRTPs) from the Institution for Mental Diseases (IMD) exclusion, which prohibits Medicaid reimbursement in facilities of more than 16 beds.

Support increased federal funding for services and income support needed by parents seeking to reunify with their children in foster care.

Support increased federal funding to recruit, retain and support foster families.

Support legislative or regulatory changes to allow for virtual visits via Zoom or other secure virtual platforms with

non-minor youth in the extended foster care program when the youth is attending college or living in another state or out of country as an alternative to monthly, in-person visits.

Oppose efforts to reduce or block grant federal funding for Medicaid/Medi-Cal administration or benefits, including efforts to place a per-capita cap on funding, or limiting the ability of states to leverage funds through assessments on providers or use of intergovernmental transfers or certified public expenditures as a financial match for Medicaid.

Support increased appropriations for the Elder Justice Act to support state and county adult protective service programs.

Support federal homelessness legislation designed to fund an array of services to individuals and families at risk of, or who are experiencing homelessness. [On a related matter, Kings County has a number of outstanding claims related to emergency, non-congregate sheltering \(NCS\) tied to the COVID-19 disaster declaration. While all claims prior to June 11, 2021, allowed for the reimbursement of all COVID-related housing costs, FEMA later clarified its policy to limit reimbursable NCS stays to 20 days during the period of June 11, 2021 – coinciding with the end of Governor Newsom’s Stay at Home order – through May 11, 2023 \(end of the federal COVID disaster declaration\). It should be noted that FEMA did not clarify its policy until October 16, 2023. Kings County supports efforts to overturn this decision and continue FEMA’s original policy.](#)

~~Support administrative flexibilities period after the expiration of the COVID-19 public health emergency, including waiving penalties for failure to meet Temporary Assistance for Needy Families program work participation rates.~~

With regard to the Temporary Assistance for Needy Families (TANF) program, Kings County supports increased federal funding and support for TANF/CalWORKs subsidized employment programs and for the ability of states to provide and receive federal support for vocational education and career technical training for longer than 12 months.

CHILD SUPPORT SERVICES

Kings County supports Child Support as a social safety net for children and parents by providing adequate funding to local child support services programs to help support family financial stability. The County supports the following: provide funding that will enable the program, as part of the social safety net, to reach unserved families and decrease child poverty. Support legislation that: facilitates family access to program services or removes barriers to access; increases or eases access to justice; and/or eases operational/administrative burdens. Preserve the ability of local agencies to maintain local control of the child support program. Expand sharing of information through local agency collaboration and automating data exchange between agencies to improve services to families. Support legislation that creates, enhances, or preserves the child support program's ability to use effective collection tools and methods.

HEALTH & BEHAVIORAL HEALTH

Kings County supports a varied policy agenda addressing the prevention of chronic disease and promotion of wellness. Specifically, the County supports:

- a dedicated federal funding stream to fund preventive health services or activities that improve community health outcomes for public health prevention and wellness, including necessary staffing and administrative oversight;
- flexibility for California to design prevention programs to take advantage of California’s state and local health department strengths and encourage the provision of equitable base funding to state and local health departments with additional funding available on a competitive basis;
- improvement of nutrition, obesity and fitness education programs, as well as health literacy in California’s population;

- an increase in access to healthy foods and a decrease in access to unhealthy foods and beverages; and,
- a reduction in food insecurity.

Kings County supports legislation that would enhance the provision of emergency and/or trauma services and increased funding for the various components of emergency and trauma care systems, including operations, equipment, infrastructure, ancillary services, public health interventions, and physician reimbursements.

Kings County supports efforts that would ensure that any potential reforms of health and welfare entitlement programs do not shift additional cost burdens from the federal government or state to the counties.

The County opposes efforts to reduce state and federal funding streams, which would shift costs to local health departments.

The County also opposes any effort to reduce or divert funds from the Prevention and Public Health Fund (PPHF). The PPHF, which was created by Section 4002 of the *Affordable Care Act*, is the nation's first mandatory funding stream dedicated to improving our nation's public health, enabling local health departments to augment, expand, or create chronic disease programs addressing community needs.

The County supports Centers for Medicare & Medicaid Services (CMS) waivers expanding Medicaid payments for housing and CMS's exploration of payment models to allow Medicaid reimbursement for beneficiary housing costs. Historically, Medicaid has paid for ancillary and supportive services but not for direct housing costs like rent. The County supports a federal change in Medicaid statute to subsidize housing costs for Medicaid beneficiaries.

Finally, Kings County supports legislation and/or federal budget actions that would expand the availability of supportive housing that provides coordinated services for County residents.

MILITARY & VETERANS CODE

Kings County supports legislation that would provide increased access for County Veterans Service Offices (CVSO) to Veterans Affairs (VA) information systems (i.e., Veterans Benefits Management System, Veterans Appeals Control and Locator System, Modern Award Processing - Development, etc.) for use in developing and monitoring claims submitted on behalf of veterans. County Veterans Service Offices (CVSOs) are local government agencies responsible for assisting veterans, their dependents, and their survivors in obtaining benefits to which they may be entitled. As such, CVSOs need maximum possible access, regardless of VA Power-of-Attorney (POA), to VA client and claims databases. Enhancing this access would result in better and timelier services to claimants and reduce the workload in VA call centers.

The County supports legislative, regulatory, and/or policy changes that would create a federal/state/local government partnership to reduce the VA veteran's claims backlog and expand outreach services to veterans. VA has expressed the belief that one important way to reduce the unacceptable claims backlog is the initial submission of more fully completed claims packages. Individual claimants are unfamiliar with the requirements of the VA claims system.

Accordingly, it is necessary to have competent, trained intermediaries, such as CVSO, participate in the preparation and submission of claims. Many CVSOs do not have the resources to do the community outreach that would enable them to reach the maximum possible number of benefit claimants. Federal/state/local partnerships will enable State and County veterans service programs to reach and assist more claimants thus helping to reduce the chronic VA claims backlog.

COMMUNITY DEVELOPMENT

Kings County supports maximum funding for the Community Development Block Grant (CDBG) program. Our County utilizes these program funds with increasing success - to improve unincorporated community infrastructure, provide better housing conditions, and enhance quality of life opportunities to Kings County residents. CDBG funding has been routinely used for first-time home buyers' loans since the late 1990's, as well as owner-occupied rehabilitation projects throughout the County since the mid-1970's. Having a local reserve of program income is crucial to the sustainability of the housing rehab program.

Kings County supports legislation and funding opportunities that would allow flexible use of the CDBG program income for continued program costs without risking a non-entitled jurisdiction's eligibility for future grants. Alternatively, the County supports the creation of dedicated funding to support the continuance of housing rehabilitation programs to restore existing dilapidated housing to improve neighborhoods. [Kings County also supports affordable home insurance options to support such developments.](#)

USDA RURAL DEVELOPMENT

Kings County supports legislation and/or administrative action that would expand the eligibility requirements for USDA's Rural Development Communities Facilities programs. Specifically, the County supports increasing the population threshold used to determine whether communities are eligible for such grants and loans. Eligibility expansion should also exclude prison inmates from population thresholds.

WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) PROGRAMS

Kings County supports full funding for local *Workforce Innovation and Opportunity Act* (WIOA) programs, especially considering the recent business closures. Funding levels have not kept up with inflation for well over a decade. WIOA's business-led local effort, combined with the unique Economic Development/Workforce setup that Kings County enjoys, has resulted in a critical onramp to the local economy for effective change and growth. Reduced allocations limit the ability to provide this assistance to businesses, especially in years of economic turmoil.

TRANSPORTATION

Kings County supports legislation to restore Highway Trust Fund solvency in order to fund major programs important to Kings County. Pursuant to the 2021 *Infrastructure Investment and Jobs Act* (IIJA: P.L. 117-58), options for stabilizing Highway Trust Fund revenues will be examined by a new Federal System Funding Alternative Advisory Board, which, among other things, will establish a pilot program to demonstrate the effectiveness of a national vehicle miles traveled (VMT) user fee.

Kings County also supports legislative efforts that would:

- prioritize formula over discretionary or competitive allocation to programs.
- ensure set asides for smaller Metropolitan Areas and Rural Areas as part of major programs.
- ensure set asides for Small Projects.
- maintain flexibility and authority for Metropolitan Planning Organizations (MPOs).
- eliminate "new non-Federal Revenue" requirements or programs that rely on a substantial local match.
- add new funding mechanisms from a ten percent tax on bike tires and electric vehicle batteries and eliminate the fuel tax subsidy for transit.
- increase flexibility for states and local governments to improve their systems with multimodal infrastructure, including public transportation and rail, active transportation, and technology and system management.
- implement the exceptions to Buy America proposed previously by FHWA in Federal rulemaking and reinstate the waiver process to ensure transportation projects are progressing without significant delays.

Additionally, Kings County supports developing clear guidelines on exceptions at the Federal level to create a consistent nationwide application of rules and reduce the burden, delays and resources expended over small percentages of materials.

- identify and quantify the most crucial elements of a pilot program for the next transportation bill to assist with maintaining those farm-to-market routes deemed crucial for interstate commerce.
- exempt the maintenance of existing public works facilities/infrastructure from permit requirements under the *Endangered Species Act*.
- reform the National Highway Freight Program to include eligibility more clearly for investment in integrated freight management solutions and freight safety programs, including for emergency responders.
- increase funding to enhance and sustain rail operations including the movement of freight within and through the County.

Kings County supports funding to assist with the movement of goods on State Route 198 (SR198). The County is a primary transportation and logistics corridor for California, connecting the major markets located in the Bay Area and Los Angeles. Most recently, site selectors have rated the California Central Valley as the #3-growth market in the nation. It is critical that infrastructure be updated to facilitate the future growth of this corridor to accommodate this growth. Highway 198 is a major artery connecting the North/South logistics routes represented by I-5 and Highway 99, and provides direct logistical support to essential defense infrastructure at NAS Lemoore. Widening approximately 20 miles of SR198 will assist with goods movement to NAS Lemoore, as well as the Central Valley of California.

~~Finally,~~ Kings County supports any move by NAS Lemoore to expand additional runway construction to support the aging airstrips currently being used. This is due to the addition of F-35C Lightning II Joint Strike Fighter squadrons.

Finally, Kings County supports implementation of an environmental reciprocity program that would allow the State of California and local transportation agencies to conduct environmental reviews and make approvals for transportation projects under State environmental laws and regulations instead of the *National Environmental Policy Act (NEPA)*.

TAX EXEMPT BONDS

Kings County supports efforts to protect the municipal bond and private activity bonds (PAB) tax exemption, as well as legislation that would restore the exemption for advance refunding bonds.

Municipal bonds and PABs are critical financing tools used by state and local governments to finance public capital improvements and public infrastructure projects, which are essential for creating jobs, sustaining economic growth, and improving the quality of life for Americans in every corner of this country. Because investors are not required to pay federal income tax on interest earned from most bonds issued by state and local governments, localities ultimately receive a lower interest rate on their borrowing than they would if their interest were taxable to investors.

The 2017 tax reform law fully preserves the tax-exempt status of municipal bonds and PABs. However, it eliminated the tax exemption for advance refunding bonds, which counties use to refinance outstanding bonds to take advantage of better terms and rates.

INSTITUTE OF MUSEUM & LIBRARY SERVICES

Kings County supports the continuation of federal funding for the Institute of Museum and Library Services, which administers the Library Services Technology Act (LSTA). LSTA grants are awarded by the California State Library to eligible local libraries, including the Kings County Library.

The County supports policies that maintain robust and stable funding levels for the E-rate program, a significant source of support for library technology needs. In addition, the Board supports legislation and policies that aim to improve access to the E-rate program and empower libraries to provide online opportunities for all Americans. Finally, the County supports continued efforts of the FCC to make the E-rate application process and other E-rate processes fast, simple, and efficient.

Kings County supports funding to repair and construct modern library facilities in underserved and disadvantaged communities, including recent legislation, the *Build America's Libraries Act*, which would provide significant funds to repair, modernize, and construct library facilities. The bill would enable libraries to better serve rural, low-income, and underserved areas, as well as people with disabilities and other vulnerable library users. This funding could be used to address the over \$10 million dollar facility modernization Library within the County. In addition, the funding would allow facilities to take measures that reduce the risk of spreading communicable diseases and mitigate vulnerability to natural disasters.

NUTRITION ASSISTANCE

Kings County supports efforts to improve food security and augment federal investments in the Supplemental Nutrition Assistance Program (SNAP).

The County opposes efforts to block grant, or otherwise limit the federal contribution to SNAP/CalFresh. The County supports increased federal funding for SNAP Employment and Training (E&T). The County opposes lifetime bans on SNAP/CalFresh assistance for ex-felons who have served their prison sentence. The County oppose federal mandates to require states to increase SNAP/CalFresh work requirements. The County supports legislation and removing regulatory barriers to expand SNAP/CalFresh eligibility for students enrolled at institutions of higher education.

The County supports increasing access to healthy foods through vouchers such as through USDA's fresh fruit and vegetable program.

Kings County supports continued funding for the Supplemental Nutrition Program for Women, Infants, and Children (WIC). The WIC program ensures access to adequate nutrition for pregnant women and children ages 0-5, and provides nutrition education for parents so that their child/children can have a healthy start. There are currently over 8,000 participants who meet the income criteria for eligibility for this program in Kings County.

AFFORDABLE CHILD CARE

Kings County supports legislation that increases access to the Head Start program and to affordable, high-quality childcare and early learning programs.

Childcare is essential to economic recovery and development. For families to continue to work, the fragile childcare infrastructure must be bolstered. In California, many families no longer qualify for the Head Start program due to its insufficient income eligibility standards and the rising minimum wage. Access to federally funded childcare programs must match the conditions Kings County families are experiencing. Legislation to broaden eligibility and access to high-quality, affordable childcare and early learning programs, and increase childcare workers' compensation and professional development opportunities, is needed.

HUMAN RESOURCES

Kings County supports legislation that will expand the Family Medical Leave Act definition of family relationships to be consistent with that of the state's family medical leaves to avoid the duplication of leaves.

ELECTIONS

Kings County supports legislation that will fund elections infrastructure to enable adequate compliance of current state and federal codes.



KINGS COUNTY 2024 LEGISLATIVE PLATFORM

State and Federal Priorities



2024 State Legislative Priorities

2024 Top Priorities

1. Water, Natural Resources & Agriculture
2. Unfunded Mandates
3. Homelessness
4. High Speed Rail





2024 State Legislative Priorities

Public Health

- Emerging Infectious Diseases
- Health Equity

Behavioral Health

- Senate Bill 43

Sheriff

- Incompetent to Stand Trial (IST) Growth Cap
- Immigration Status of Person Encountered
- Transitional Housing

Library

- California Comeback Plan/Infrastructure Program



2024 Federal Legislative Priorities

Water

- Clean Water Act

Public Health Response

- Public Health Programs

Public Safety

- Community Oriented Policing Services (COPS)
- Transitional Housing

Telecommunications/ Broadband

- Cybersecurity Grant Programs





2024 Federal Legislative Priorities

Human Services

- Homelessness

Community Development

- Affordable Home Insurance

Transportation

- Environmental Reciprocity Program

Elections

- Elections Infrastructure



2024 State & Federal Legislative Priorities

Questions/Comments





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 23, 2024

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

SUBJECT: PARTIAL RESCISSION OF AND RE-ENTERING INTO A WILLIAMSON ACT CONTRACT IN RELATION TO IN LIEU PARCEL MAP NUMBER 22-10

SUMMARY:

Overview:

The Kings County Community Development Agency received an application for an In Lieu Parcel Map that will adjust the boundaries between two existing parcels, and then divide the largest resulting parcel into three parcels. One existing parcel is currently under a Land Conservation Williamson Act contract while the other existing parcel is not, prompting a partial rescission of the existing Williamson Act contract and simultaneously entering into a new Williamson Act contract to reflect the adjusted boundaries.

Recommendation:

- a. Conduct a public hearing on the partial rescission of a Land Conservation Williamson Act contract and simultaneously entering into a new Land Conservation Williamson Act contract in relation to In Lieu Parcel Map Number 22-10;
- b. Find that the partial rescission of a Land Conservation Williamson Act contract and simultaneously entering into a new Land Conservation Williamson Act contract is categorically exempt from environmental review pursuant to the California Environmental Quality Act Guidelines Section 15317, and none of the circumstances in Section 15300.2 apply;
- c. Adopt a resolution to partially rescind Land Conservation Williamson Act Contract Number 1709 and simultaneously enter into a new Land Conservation Williamson Act Contract Number 2100.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PARTIAL RESCISSION OF AND RE-ENTERING INTO A WILLIAMSON ACT CONTRACT IN RELATION TO IN LIEU PARCEL MAP NUMBER 22-10

January 23, 2024

Page 2 of 3

Fiscal Impact:

No impact on the General Fund is expected. The net acreage of the existing contract will remain the same with the new contract. The agricultural acreage and production are to remain as is, so there is no significant change under the revised contract.

BACKGROUND:

The Community Development Agency received application In Lieu Parcel Map (IPM) No. 22-10 (Bujulian) to adjust boundary lines between two existing parcels and then divide the largest resulting parcel into three parcels. Both actions will be accomplished by recording a parcel map. The proposed project is located at 5740 Denver Avenue, Kingsburg, Assessor's Parcel Numbers (APNs) 002-090-018 and 002-090-019. The boundary adjustment is between one parcel under Land Conservation Williamson Act Contract No. 1709 (APN 002-090-019) and one parcel that is not under contract (APN 002-090-018). The adjustment of boundaries between contracted land and non-contracted land requires a revision of the Williamson Act contract. Division One of the Kings County Advisory Agency approved In Lieu Parcel Map No. 22-10 (Bujulian) on November 28, 2022, with a condition of approval to modify Williamson Act Contract No. 1709 by partially rescinding Contract No. 1709 and simultaneously entering into a new Williamson Act Contract with Board approval. The new Williamson Act Contract No. 2100 is attached as Exhibit A. The proposed Parcel Map for IPM No. 22-10 is attached as Exhibit B.

The following California Government Code Section 51257 (Exhibit C) applies to Williamson Act Contracted land when parcel boundaries are adjusted:

Pursuant to Section 51257 of the Government Code, to facilitate a lot line adjustment the parties may mutually agree to partially rescind the contract and simultaneously enter into a new contract, provided that the Board finds all of the following:

- (1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
- (2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
- (3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
- (4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.
- (5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- (6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- (7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

Agenda Item

PARTIAL RESCISSION OF AND RE-ENTERING INTO A WILLIAMSON ACT CONTRACT IN RELATION TO IN LIEU PARCEL MAP NUMBER 22-10

January 23, 2024

Page 3 of 3

The attached resolution would serve to partially rescind Land Conservation Williamson Act Contract No. 1709 and simultaneously enter into new Land Conservation Williamson Act Contract No. 2100.

The following findings can be made by the Board and are found in the attached resolution:

1. All land to be included within the new Land Conservation Williamson Act contract is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses.
2. The rescission and creation of a Land Conservation Williamson Act contract is categorically exempt from environmental review under the *California Environmental Quality Act (CEQA Guidelines Section 15317)*, and none of the circumstances in CEQA Guidelines Section 15300.2 apply.
3. The adjustment of Agricultural Preserve No. 402 is consistent with Land Use Policy B1.1.2 of the Land Use Element of the *2035 Kings County General Plan*.
4. The subject property is not within the sphere of influence of any city.
5. Land Conservation Williamson Act Contract No. 1709 is designated as Prime Farmland, Unique Farmland, and Farmland of Statewide Importance on the State's Important Farmland Map for 2022.

ENVIRONMENTAL REVIEW:

Pursuant to the California Environmental Quality Act (CEQA), Categorical Exemption Class 17 for Open Space Contracts or Easements in Section 15317 (Exhibit D) of the *California Environmental Quality Act & CEQA Guidelines* states, "Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. The cancellation of such preserves, contracts, interests, or easements is not included and will normally be an action subject to the CEQA process." The modification of this contract is in a previously established agricultural preserve and maintains the open space character of the area and therefore qualifies for the CEQA Class 17 Categorical Exemption from environmental review. None of the exceptions to Categorical Exemptions listed in Section 15300.2 (Exhibit D) apply to this project.

The resolution and Land Conservation Williamson Act Contract No. 2100 have been reviewed and approved by County Counsel as to form.

Attachments:

Resolution

Exhibit A – Land Conservation Williamson Act Contract No. 2100

Exhibit B – Parcel Map to be recorded for In Lieu Parcel Map No. 22-10

Exhibit C – California Government Code Sections 51222 & 51257

Exhibit D – CEQA Guidelines Sections 15300.2 & 15317

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

* * * * *

**IN THE MATTER OF PARTIALLY)
RESCINDING WILLIAMSON ACT)
CONTRACT NO. 1709 AND APPROVING)
WILLIAMSON ACT CONTRACT NO. 2100)
_____)**

Resolution No: 24-_____

**Re: Partially rescinding Land
Conservation contract and
simultaneously entering into a new
contract related to In-Lieu Parcel
Map No. 22-10.**

WHEREAS, on February 15, 1977, Williamson Act Contract No. 1709 was recorded in Book 1086 at Page 379, of Kings County Records pursuant to Government Code Section 51296 restricting to agricultural uses that 75.63 net acres of property identified as Assessor’s Parcel Number 002-090-019 (“Subject Property”);

WHEREAS the owners of the Subject Property (“Owners”) desire to change the boundaries of the Subject Property by adjusting the lot lines of the Subject Property and another property adjacent to the Subject Property and have petitioned the Board to partially rescind Williamson Act Contract No. 1709 on the Subject Property and simultaneously place the Subject Property under new a Williamson Act contract, pursuant to Section 51257 of the California Land Conservation Act of 1965;

WHEREAS, the Subject Property has been and will continue to be devoted to agricultural uses and uses compatible therewith;

WHEREAS, the Owners have complied with the procedural requirements to partially rescind Williamson Act Contract No. 1709 and simultaneously place the Subject Property under a new Williamson Act contract;

WHEREAS, all land to be included within the new Williamson Act contract is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses;

WHEREAS, the Board has determined that the proposed Williamson Act contract recommended by staff is consistent with the *2035 Kings County General Plan* and that it is in the best interest of the County to enter into such Contract;

WHEREAS, the making and renewing of an open space contract under the Williamson Act is categorically exempt from environmental review pursuant to the *California Environmental Quality Act & CEQA Guidelines* Section 15317, and the circumstances in *CEQA Guidelines* Section 15300.2 do not apply.

NOW, THEREFORE, BE IT RESOLVED, the Board finds that:

1. All land to be included within the new Williamson Act contract is to be used for the purpose of producing agricultural commodities for commercial purposes and compatible uses.

2. The making and renewing of an open space contract under the Williamson Act is categorically exempt from environmental review pursuant to the *California Environmental Quality Act & CEQA Guidelines* Section 15317, and the circumstances in *CEQA Guidelines* Section 15300.2 do not apply.
3. The adjustments of Agricultural Preserve No. 402 are consistent with LU Policy B1.1.2 of the Land Use Element of the *2035 Kings County General Plan*.
4. The subject property is not within the sphere of influence of any city.
5. Land Conservation Williamson Act Contract No. 2100 will be and is designated as Prime Farmland, Unique Farmland, and Farmland of Statewide Importance on the State's Important Farmland Map of 2022.

BE IT FURTHER RESOLVED the Board finds that:

1. Section 51257 of the *California Government Code* states that to facilitate a lot line adjustment pursuant to subdivision (d) of Section 66412, the Parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the Board finds all of the following:
 - A. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
 - (1) Finding: The partially rescinded contract has an unexpired term of nine (9) years. The new contract has an initial term of ten (10) years which will enforceably restrict the adjusted boundaries of the parcel for at least as long as the unexpired term of the partially rescinded contract and for an initial term not less than ten (10) years.
 - B. There is no net decrease in the amount of acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
 - (1) Finding: The partially rescinded contract restricts 75.63 net acres of land. The new contract restricts 75.63 net acres of land which is as great or greater than the aggregated acreage restricted by the partially rescinded contract. As a result, there is no net decrease in the amount of acreage restricted.
 - C. At least ninety (90) percent of the land under the former contract or contracts remains under the new contract or contracts.
 - (1) Finding: The former contract restricts 75.63 net acres of land. After the lot line adjustment, 75.61 net acres of land under the former contract will remain under the new contract for a total of 99.9 percent of the land under the former contract remaining under the new contract. As a result, at least ninety (90) percent of the land under the former contract remains under the new contract.
 - D. After the lot line adjustment, the parcel of land subject to contract will be large enough to sustain their agricultural use, as defined in Government Code Section 51222.

- (1) Finding: Pursuant to Government Code Section 51222, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is 1) at least 10 acres in size in the case of prime agricultural land, or 2) at least 40 acres in size in the case of land which is not prime agricultural land. The parcels subject to the new contract after the lot line adjustment are 75.63 net acres (29.60 net acres, 20.02 net acres, and 26.01 net acres) and are presumed to be large enough to sustain its agricultural use.
- E. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- (1) Finding: The proposed lot line adjustment will adjust the boundaries between two (2) existing parcels, which will be accomplished when the Parcel Map records. The larger parcel (75.63 net acres) will then be divided into three (3) parcels. The smaller parcel (2.50 acres) is not under a Williamson Act contract. The adjustment of the boundaries between the two (2) existing parcels makes it necessary to alter the boundaries of the land under contract, though the total acreage of land under contract will not decrease. The new contract will enforceably restrict the adjusted boundaries of Parcels 1, 3, and 4 (75.63 net acres) for an initial term of ten (10) years, and the parcel will continue to be used for agricultural purposes. The proposed adjustment will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or on other contracted lands in agricultural preserves.
- F. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- (1) Finding: The existing agricultural acreage will continue to be used for agricultural purposes with no new uses being introduced. Accordingly, the proposed lot line adjustment is not likely to result in the removal of adjacent contracted land from agricultural or open-space use.
- G. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.
- (1) Finding: Prior to the lot line adjustment there were two (2) developable parcels. After the lot line adjustment, a Parcel Map will record to divide the larger parcel into three (3) parcels. Accordingly, the lot line adjustment will create no new parcels and all adjusted lots are consistent with the general plan.

BE IT FINALLY RESOLVED THAT:

1. This Board partially rescinds Williamson Act Contract No. 1709 and simultaneously enters into Williamson Act Contract No. 2100 which is attached hereto as Exhibit A and incorporated herein by reference.
2. The Chairperson of the Board is hereby authorized to execute the contract for all land within said Williamson Act Contract No. 2100.
3. The Kings County Community Development Agency shall be responsible for the enforcement of the contract entered into under the provisions of this Resolution.

4. The Kings County Community Development Agency is directed to complete the administrative requirements, recordings and make the required notices to property owners, County departments and State agencies.

The foregoing Resolution was adopted on a motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on this _____ day of _____, 2024 by the following vote:

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

, Chairman
Kings County Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this _____ day of _____, 2024.

Catherine Venturella
Clerk of said Board of Supervisors

Exhibit A

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd, Bld #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**LAND CONSERVATION CONTRACT
CONTRACT NO. 2100**

**INCLUDING A PARTIAL RESCISSION OF CONTRACT NO. 1709, AND ENTERING INTO
THIS NEW CONTRACT NO. 2100 IN ITS PLACE PURSUANT TO GOVERNMENT CODE
SECTION 51257**

THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS ____ day of _____, 2024, by and between MPB Ranches, LLC, hereinafter referred to as the "Owners" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the Owners own real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is identified as Assessor's Parcel Numbers 002-090-019 and more particularly described as follows:

That portion of the south half of the southwest quarter of Section 23, Township 17 South, Range 22 East, Mount Diablo Base & Meridian, in the County of Kings, State of California, more particularly described as follows:

Parcel One (1) of that certain Parcel Map as recorded in Book 8 of Parcel Maps at Page 9, Kings County Official Records.

WHEREAS, the Subject Property is restricted by Land Conservation Contract No. 1709.

WHEREAS, the Owners of the Subject Property wish to adjust the property lines between the Subject Property and another property which is not restricted by a Land Conservation Contract;

WHEREAS, pursuant to Government Code Section 51257 the boundary of the contracted land may be adjusted to accommodate minor boundary changes by partially rescinding the current contract on the Subject Property and simultaneously entering into a new contract for the "New Subject Property" as hereinafter described;

WHEREAS, the New Subject Property will continue to be devoted to agricultural uses and uses compatible thereto;

WHEREAS, the New Subject Property is located in Agricultural Preserve No. 402 which was established by the Board of Supervisors of the County by Resolution No. 71-17;

WHEREAS, the Owners and the County desire to limit the use of the New Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to

conserve California's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State to discourage the premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic and economic asset to the Owners and the County; and

WHEREAS, both the Owners and the County intend that the terms, conditions, and restrictions of this Contract be substantially similar to contracts authorized by the California Land Conservation Act of 1965.

NOW, THEREFORE, IT IS AGREED as follows:

1. Land Conservation Contract No. 1709 is hereby partially rescinded, and this new Contract No. 2100 is entered into to replace Land Conservation Contract No. 1709. The New Subject Property is hereby described as follows:

That portion of the south half of the southwest quarter of Section 23, Township 17 South, Range 22 East, Mount Diablo Base & Meridian, in the County of Kings, State of California, more particularly described as follows:

Parcel One, Parcel Three, and Parcel Four of that certain Parcel Map as recorded on _____ as Document No. _____ in Book _____ of Parcel Maps at Page _____, Kings County Records.

2. This Contract is made and entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all the provisions of said Act, including all amendments thereto that hereafter become effective are incorporated herein by reference and made a part hereof.

3. During the term of this Contract and any renewals thereof the New Subject Property shall not be used by the Owners, or their successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolution establishing the Agricultural Preserve within which the land is located. The Board of Supervisors of the County may from time to time during the term of this Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the Board of Supervisors may not during the term of this Contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owners.

4. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the New Subject Property.

5. There shall be no payment to the Owners by the County.

6. The term of this Contract shall be for ten (10) years, commencing on the _____ day of _____, 2024. Benefits of this Contract shall begin at the start of the following fiscal year.

7. This Contract shall automatically renew to the full term as outlined in item 6 above on January 1, 2025, and every first day of January thereafter unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act.

8. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

9. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the New Subject Property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the New Subject Property, which is so condemned or acquired.

10. This Contract is expressly conditioned on the State of California annually appropriating funds and the State Controller making annual payments to County under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and if said funds are not appropriated or dispersed the County may, in its sole discretion, terminate this Contract.

11. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owners shall be mailed to Owner(s) at the address of New Subject Property as it is shown on the latest adopted tax roll of Kings County.

12. This Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties. The recitals are integral to this Contract and are incorporated herein as though fully set forth.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS

By: _____

, Chairman

Board of Supervisors

OWNER(S):



Mike Bujulian, Manager

MPB Ranches, LLC

**SEE ATTACHED
CALIFORNIA
JURAT**

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

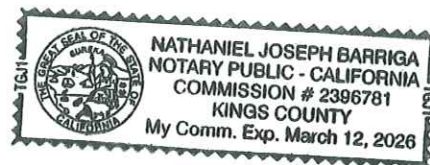
State of California
County of Fresno

Subscribed and sworn to (or affirmed) before me on
this 29th day of November, 20 23,

by Michael Bujulian

proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature *Nathaniel Barriga*



(Seal)

**STATE OF CALIFORNIA
COUNTY OF KINGS**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On the ____ day of _____, 2024, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Exhibit B

COUNTY OF KINGS, STATE OF CALIFORNIA

PARCEL MAP

Sheet One of Two Sheets

PARCEL 1 AND 2 ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 8 OF PARCEL MAPS, AT PAGE 9, KINGS COUNTY RECORDS.

ZUMWALT
PO BOX 27032
FRESNO, CALIFORNIA 93729
(559) 476-9012

SUBDIVIDER'S STATEMENT

IN ACCORDANCE WITH SECTION 66435 (E) AND SUBJECT TO THE PROVISIONS OF SECTION 66436 OF THE GOVERNMENT CODE I, THE UNDERSIGNED, DO HEREBY STATE THAT I AM THE SUBDIVIDER AND I CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

MPB RANCHES, LIMITED LIABILITY COMPANY

(BY) _____ (TITLE) _____

BUTLIAN FAMILY TRUST

(BY) _____ (TITLE) _____

(BY) _____ (TITLE) _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/ COUNTY OF KINGS

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____ (SIGN) _____ (PRINT NAME)

MY COMMISSION EXPIRES _____ (DATE) _____ (COMMISSION NUMBER)

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/ COUNTY OF KINGS

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____ (SIGN) _____ (PRINT NAME)

MY COMMISSION EXPIRES _____ (DATE) _____ (COMMISSION NUMBER)

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF KINGS UNINCORPORATED AND DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA.

THIS PROPERTY IS SUBJECT TO:

1. RIGHTS OF THE PUBLIC IN ADDITION TO THAT PORTION OF THE HEREIN DESCRIBED LAND LYING WITHIN 6TH AVENUE AND DENVER AVENUE.

TAX COLLECTOR'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 6 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS:

JAMES P. ERR, CPA
AUDITOR-CONTROLLER/TAX COLLECTOR/TREASURER

DEPUTY _____

RECORDER'S STATEMENT

DOCUMENT NUMBER _____ FEE PAID _____

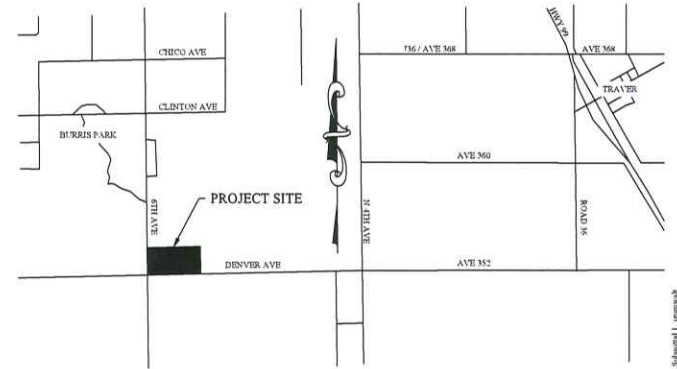
FILED THIS _____ DAY OF _____, 2022, AT _____ M

IN BOOK _____ OF PARCEL MAPS AT PAGE _____

AT THE REQUEST OF ZUMWALT.

KRISTINE LEE
KINGS COUNTY RECORDER

DEPUTY _____



VICINITY MAP
SCALE: NONE



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BARBARA BUTLIAN ON JULY 10, 2022. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE COUNTY SURVEYOR, AND THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

JONATHAN T. ZUMWALT, P.L.S. 9597 _____ DATE _____

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

ROBERT ABRAHAMAN
COUNTY SURVEYOR, P.L.S. 9988

DONN W. DWYER, P.L.S. 8637 _____ DATE _____

COUNTY OF KINGS OFFICIAL'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE AND ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

DOMINIC TYBIRSK, I.C.E. 70560 _____ DATE _____

COMMUNITY DEVELOPMENT STATEMENT

APPROVED BY DIVISION ONE OF THE KINGS COUNTY ADVISORY AGENCY FOLLOWING AN ADMINISTRATIVE REVIEW PER SECTION 2308 B 2 & 2308 B 3 OF THE KINGS COUNTY DEVELOPMENT CODE.

CHUCK KINNEY, COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

D:\ZUMWALT\2066\KING5206\COUNTY OF KINGS\01\2020\ROTATED\In-Use\Parcel Map\J.T.Z.Avr. 2022\06-21-21-21-26\shaded 1 - general

COUNTY OF KINGS, STATE OF CALIFORNIA

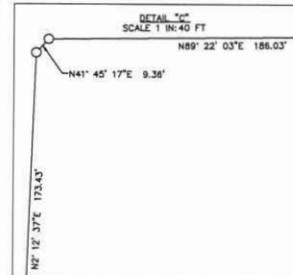
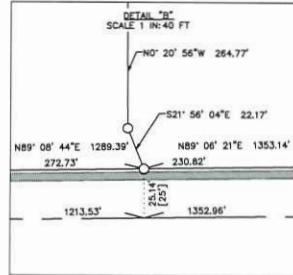
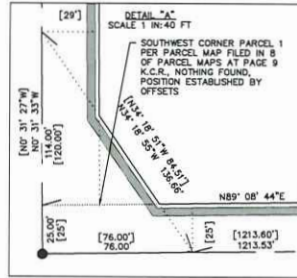
PARCEL MAP

Sheet Two of Two Sheets

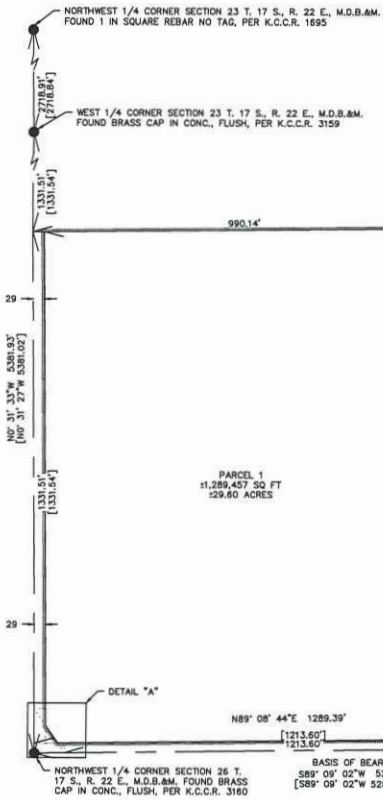
PARCEL 1 AND 2 ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 8 OF PARCEL MAPS, AT PAGE 9, KINGS COUNTY RECORDS.

ZUMWALT

PO BOX 27032
FRESNO, CALIFORNIA 93729
(559) 476-9012



SOUTH 6TH AVENUE

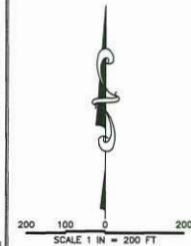


LEGEND

- MONUMENTS FOUND AND ACCEPTED AS NOTED
- SET 3/4-IN I.D., 30-IN LONG, IRON PIPE DOWN 6 INCHES TAGGED LS 999, UNLESS OTHERWISE NOTED
- () RECORDED DATA PER THAT CERTAIN MAP RECORDED IN BOOK 8 OF PARCEL MAPS AT PAGE 9, KINGS COUNTY RECORDS
- CENTER LINE AND SECTION LINE
- - - SECTION LINE
- · · · · EXTENSION LINE
- CALC. CALCULATED FROM RECORDED DATA INDICATED
- K.C.R. COUNTY OF KINGS RECORDS
- K.C.C.R. COUNTY OF KINGS CORNER RECORD
- T.C.C.R. COUNTY OF TULARE CORNER RECORD
- O.K.C.K. OFFICIAL RECORDS OF THE COUNTY OF KINGS
- DISTANCES NOT MONUMENTED ARE CALCULATED

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP WAS TAKEN AS THE NORTH LINE OF SECTION 26, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN IN THAT CERTAIN MAP RECORDED IN BOOK 8 OF PARCEL MAPS, AT PAGE 9, KINGS COUNTY RECORDS, BEING S89° 09' 02" W.



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Exhibit C



State of California

GOVERNMENT CODE

Section 51222

51222. The Legislature further declares that it is in the public interest for local officials and landowners to retain agricultural lands which are subject to contracts entered into pursuant to this act in parcels large enough to sustain agricultural uses permitted under the contracts. For purposes of this section, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.

(Amended by Stats. 1990, Ch. 841, Sec. 3.)



State of California

GOVERNMENT CODE

Section 51257

51257. (a) To facilitate a lot line adjustment, pursuant to subdivision (d) of Section 66412, and notwithstanding any other provision of this chapter, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the board or council finds all of the following:

(1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

(2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

(3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

(4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

(5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

(6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.

(7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

(b) Nothing in this section shall limit the authority of the board or council to enact additional conditions or restrictions on lot line adjustments.

(c) Only one new contract may be entered into pursuant to this section with respect to a given parcel, prior to January 1, 2004.

(Amended by Stats. 2012, Ch. 128, Sec. 1. (AB 2680) Effective January 1, 2013.)

Exhibit D

California Environmental Quality Act & CEQA Guidelines

Section 15300.2 Exceptions.

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

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

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

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

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

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

Section 15317. Open Space Contracts or Easements.

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