

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 30, 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=m963c86d09432e07b31f911e28ddd2a89>

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.*

Members of the public who wish to view/observe the meeting virtually can do so on the internet at:

www.countyofkings.com and click on the “Join Meeting” button or by clicking this link:

<https://youtube.com/live/YiliQAU1Hz0?feature=share>

****Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.**

Members of the public may submit written comments on any matter within the Board’s subject matter jurisdiction, regardless of whether it is on the agenda for the Board’s consideration or action, and those comments may become part of the administrative record of the meeting. Comments will not be read into the record, only the names of those who have submitted comments will be read. Written comments should be directed to bosquestions@co.kings.ca.us email by 8:00 a.m. on the morning of the noticed meeting to be included in the record, those comments received after 8:00 a.m. may become part of the record of the next meeting. E-mail is not monitored during the meeting. To submit written by U.S. Mail to: Kings County Board of Supervisors, Attn: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Tyler Jones - 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 23, 2024.
- B.** Approval of the minutes from the regular meeting for January 23, 2024.

IV. CONSENT CALENDAR

A. Human Resources:

- 1. Consider approving the appointment of Scott Wilkinson as the Alternate Member for the Deputy Sheriff's Association Personnel Appeals Board for the current two-year term expiring on December 31, 2025.
- 2. Consider approving the revised job specification for Assistant Director of Child Support Services.

B. Human Services Agency:

- 1. Consider approving the Agreement with the Kings Community Action Organization for the provision of the Emergency Child Care Bridge Program for Foster Children effective February 1, 2024 through June 30, 2025.
- 2. Consider approving the Agreement with the Kings Community Action Organization for the provision of the California Work Opportunity and Responsibility to Kids Stage One Child Care Program effective February 1, 2024 through December 31, 2025.

C. Public Health Department:

- 1. a. Consider approving the rollover of two grant balances for Public Health Emergency Preparedness from Fiscal Year 2022-23 into Fiscal Year 2023-24;
- b. Adopt the budget change. **(4/5 vote required)**

D. Public Works Department:

- 1. Consider approving the first amendment to Agreement Number 22-004 with Peters Engineering Group, Incorporated to prepare a Plans, Specifications, and Estimate package for the Avenal Cutoff roadway improvements project.

E. Sheriff's Office:

- 1. Consider authorizing the advanced step hire of Bill Robertson as a Deputy Sheriff II at Salary Range 222.5, Step 5.
- 2. a. Consider authorizing the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase the service handgun for Senior Deputy Perla Trejo;
- b. Approve the purchase of a Glock handgun as replacement;
- c. Adopt the budget change. **(4/5 vote required)**



V.

REGULAR CALENDAR

A. County Counsel – Diane Freeman

1. Consider approving the Agreement with Lozano Smith for outside legal services effective upon execution by all parties in perpetuity until such time that the County no longer needs outside legal services.

B. Fire Department – William Lynch/Blake Adney

1.
 - a. Consider authorizing the purchase of a Matterport Pro 3 Camera and necessary accessories;
 - b. Authorize the purchase of two Flir K55 thermal imaging cameras;
 - c. Adopt the budget change. **(4/5 vote required)**

C. Human Services Agency – Wendy Osikafo/Christopher Narez

1.
 - a. Consider approving the loan Agreement with Stardust Kings/Tulare Homeless Alliance, Limited Liability Company for the loan of Permanent Local Housing Allocation funds to complete the Sunrise Apartments project;
 - b. Approve the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants with Stardust Kings/Tulare Homeless Alliance, Limited Liability Company for affordability and occupancy covenants, tenant income certification and reporting, and operation of the development of the Sunrise Apartments project;
 - c. Find that the County's involvement in providing funding for the project is exempt from review under the California Environmental Quality Act pursuant to California Environmental Quality Act Guidelines Sections 15061(b)(3) (Common Sense Exemption) and 15302 (Replacement or Reconstruction), in that the project involves conversion of an existing facility to a new use to provide permanent local housing for low-income residents, and none of the circumstances stated in the California Environmental Quality Act Guidelines Section 15300.2 applies.

D. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1.
 - a. Consider approving the Agreement with 4Creeks, Incorporated to prepare a Plans, Specifications, and Estimate package for the Hanford and Lemoore Libraries remodel project;
 - b. Adopt the budget change. **(4/5 vote required)**

E. Sheriff's Office – David Robinson

1.
 - a. Consider accepting funding to participate in the Bureau of Justice Assistance Fiscal Year 23 Byrne Discretionary Community Grant program for the purchase of additional patrol vehicles;
 - b. Approve the purchase of four marked patrol vehicles from the Fleet Fund;
 - c. Adopt the budget change. **(4/5 vote required)**

F. Veterans Services – Scott Holwell/Codi Pennington

1. Consider approving the Certificate of Compliance for the County Subvention Program and the Certificate of Compliance for the Medi-Cal Cost Avoidance Program with the California Department of Veteran's Affairs.



G. Administration – Kyria Martinez/Megan Vega

1. Consider approving the State and Federal Legislative Platform for calendar year 2024.
2. Consider Approving the reallocation of \$900,000 of Assigned Fund Balance – Automation Replacement in Fund 100000 to the Information Technology Internal Service Fund in Fund 500200 and reassign it as Assigned Fund Balance – Refresh Program Hardware for the use of funding hardware through the Technology Refresh Program.
3.
 - a. Consider approving the pass through funding agreement with Kings Community Action Organization for the food bank and housing project;
 - b. Authorize the Human Services Director as the Authorized Payee Representative for the acceptance of the Funds;
 - c. Adopt the budget change. **(4/5 vote required)**

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII.

CLOSED SESSION

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



VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, February 6, 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>		
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
March 5	9:00 AM	Regular Meeting
March 12	9:00 AM	Regular Meeting
March 12	2:00 PM	Board of Equalization Regular Meeting

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

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 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.*

Members of the public who wish to view/observe the meeting virtually can do so on the internet at:

www.countyofkings.com and click on the “Join Meeting” button or by clicking this link:

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

****Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.**

Members of the public may submit written comments on any matter within the Board’s subject matter jurisdiction, regardless of whether it is on the agenda for the Board’s consideration or action, and those comments may become part of the administrative record of the meeting. Comments will not be read into the record, only the names of those who have submitted comments will be read. Written comments should be directed to bosquestions@co.kings.ca.us email by 8:00 a.m. on the morning of the noticed meeting to be included in the record, those comments received after 8:00 a.m. may become part of the record of the next meeting. E-mail is not monitored during the meeting. To submit written by U.S. Mail to: Kings County Board of Supervisors, Attn: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

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

Ed Rhyman, Kings County Firefighters Association introduced Dolly Justin-Silvera, Kings County Fire Captain to read a letter into the record from the members concerns over downgrading the qualifications for applicants who apply for the Kings County Fire Chief position. Richard Valle, Supervisor thanked the Kings County Firefighters for attending today and stated that he feels that the candidates that the Board of Supervisors will be interviewing will be the top contenders from the panel interviews and thanked William Lynch for coming out of retirement to step into the Fire Chief role and to help the County over the past few years to train the ranks to see if someone could fill the position.

Bob Ramos, Kings County resident stated his concerns for the label of X being used instead of male or female on arrest records on the Kings County Sheriff's website. He also had concerns about the bridge repairs on Houston Avenue and the duration of the project has been an inconvenience to residents.

Richard Valle, Supervisor asked if there is a press release available for the bridge projects in Kings County that could be printed. Kyria Martinez, County Administrative Officer stated that she would have staff print a copy of the press release for Mr. Ramos.

III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for January 9, 2024.
REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their January 9, 2024 meeting.
- B. Approval of the minutes from the regular meeting for January 9, 2024.
ACTION: APPROVED AS PRESENTED (RR, RV, JN, RF, DV-Aye)

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. **[AGMT A24-002]**
- 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. **[RESO 24-001]**



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. **[AGMT 21-090a.1]**
ACTION: APPROVED AS PRESENTED (RF, RR, JN, RV, DV-Aye)

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

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. **[AGMT 24-003]**
ACTION: APPROVED AS PRESENTED (RF, RV, JN, RR, DV-Aye)

VI.

STUDY SESSION

A. Administration – Kyria Martinez

1. Receive an overview and update on the draft calendar year 2024 State and Federal Legislative Platform.
ACTION: ACCEPTED AS PRESENTED (RV, RR, JN, RF, DV-Aye)

The Board took a recess from 9:45 a.m. to 10:00 a.m.

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. **[RESO 24-002]**
SUPERVISOR VERBOON OPENED THE PUBLIC HEARING, NO TESTIMONY WAS RECEIVED AND THE PUBLIC HEARING WAS CLOSED.
ACTION: APPROVED AS PRESENTED (JN, RF, RV, RR, DV-Aye)

VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Robinson stated that he attended the Armona Community Services District meeting to discuss Armona Park, attended a meeting to discuss Indigent Defense, attended a check presentation event hosted by Senator Melissa Hurtado's office, attended the San Joaquin Valley Air Pollution Control District, attended a meeting with CrisCom Company to discuss Armona Park, attended the Kings/Tulare Area Agency on Aging meeting, attended a meeting with Community Development Agency staff to discuss Armona Park and attended a meeting with Human Services Agency staff to discuss homelessness.

Supervisor Fagundes stated that he attended the Kings/Tulare Area Agency on Aging meeting and congratulated Supervisor Robinson on being elected as Chairman for 2024 on that Board.

Supervisor Neves stated that he announced at the West Hills College basketball games, attended the Kings County Homelessness Collaborative meeting, attended a tour of the double decker bus in Tulare County Association of Governments, attended the South Fork Kings Groundwater Sustainability Act meeting, attended the Kings County Library meet the authors event, attended the Kings County Behavioral Health Advisory meeting which couldn't meet due to no quorum.

Supervisor Verboon stated that he attended the Rural Counties of California conference in Sacramento.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received the Monthly Fund Balance Report dated January 9, 2024 from the Department of Finance. The Board received the Treasurer's Report of Cash and Investments dated November 30, 2023 from the Department of Finance. The Board received an Issue Alert regarding a Proposition 65 Hazardous Material Release Report from Public Health dated January 10, 2024. The Board received the Kings County Investment Pool Portfolio Management summary dated January 19, 2024 from the Department of Finance. The Board received correspondence from California Massage Therapy Council dated January 10, 2024 regarding massage regulations with local control. The Board received an invitation to the Corcoran Chamber of Commerce Man and Woman of the Year Annual Banquet on Wednesday, February 7, 2024 at 5:30 p.m. at the Recreation Association of Corcoran Gym. The Board received the Kings County Investment Pool Portfolio Management summary report dated November 30, 2023 from the Department of Finance.**
- ◆ **Upcoming Events: Kyria Martinez stated there will be a Veterans Resource Fair on January 24, 2024th from 11:30 a.m. -1:00 p.m. at the Student Union (Parking Lot K) of West Hills College in Lemoore. 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.**



- ◆ Information on Future Agenda Items: **Kyria Martinez stated that the following items would be on a future agenda: Administration - Adoption of 2024 State and Federal Legislative Platform, and Reallocation of Assigned Fund Balance; County Counsel - Agreement with Lozano Smith for outside Legal Services to County Counsel; Fire Department - purchase of Matterport Camera and Accessories along with two Thermal Imaging Cameras; Public Health Department - rollover of unspent grant fund; Human Resources - a Personnel Appeals Board – Alternative Member Appointment; Human Services Agency - Agreement with Kings Community Action Organization for child care resource and referral services for emergency child care bridge program for foster children;, Agreement with Kings Community Action Organization for stage one child care resource and referral services for California Work Opportunity and Responsibility to Kids;, and The Permanent Local Housing Allocation funds Associated Findings Under the California Environmental Quality Act; Public Works Department - Avenal Cut-Off Road-Roadway Improvements Project and Kings County Hanford and Lemoore Libraries Remodel Projects; Sheriff’s Office - Advanced Step Hire, Service Handgun Purchase and Bureau of Justice Assistance Byrne Discretionary Community Grant Program; Veterans Services - Fiscal Year 23-24 County Subvention Program and Medical Cost Avoidance Agreements.**

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

~~XI.~~ 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.

FUTURE MEETINGS AND EVENTS		
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.



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 30, 2024

SUBMITTED BY: Human Resources – Carolyn Leist/Melissa Avalos

SUBJECT: PERSONNEL APPEALS BOARD – ALTERNATE MEMBER APPOINTMENT

SUMMARY:

Overview:

On December 12, 2023, the Board of Supervisors approved the new appointments for the Personnel Appeals Board (PAB). Each bargaining unit was asked to nominate a primary and alternate member for the next two-year term. An application was submitted for the alternate member seat for the Deputy Sheriff's Association.

Recommendation:

Approve the appointment of Scott Wilkinson as the Alternate Member for the Deputy Sheriff's Association Personnel Appeals Board for the current two-year term expiring on December 31, 2025.

Fiscal Impact:

None.

BACKGROUND:

The PAB has the function of hearing discharge and other disciplinary appeals, administrative appeals and grievances, and allegations of discrimination in accord with procedures set forth in Chapter 1 of the Kings County Personnel Rules. The PAB is composed of the following members who are appointed by the Board of Supervisors biennially:

1. COUNTY MEMBER – Serves on all appeals hearings and is nominated by the Chairman of the Board of Supervisors.
2. EMPLOYEE MEMBER – Each of the recognized bargaining units nominates a member who serves only when the appellant is represented by that unit.

(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

PERSONNEL APPEALS BOARD – ALTERNATE MEMBER APPOINTMENT

January 30, 2024

Page 2 of 2

3. CONSENSUS MEMBER – Nominated by the unanimous consent of the County Member and the Employee Member of the affected unit. The Consensus Member shall serve on all appeals hearings for units which were in consensus on their nomination.
4. ALTERNATE MEMBER – Each member of the Appeals Board may have an appointed alternate nominated in the same manner described above.

On December 12, 2023, the Board of Supervisors approved the appointments to the Personnel Appeals Board for a two-year term, which will expire on December 31, 2025. Human Resources received an application from the Deputy Sheriff's Association to fill the Alternate Member seat for their association.

DEPUTY SHERIFF'S ASSOCIATION

Primary: Kristopher Zuniga (approved on December 12, 2023)

Alternate: Scott Wilkinson



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 30, 2024

SUBMITTED BY: Human Resources – Carolyn Leist/Danyeale Leap

SUBJECT: REVISE THE JOB SPECIFICATION FOR ASSISTANT DIRECTOR OF CHILD SUPPORT SERVICES

SUMMARY:

Overview:

The Assistant Director of Child Support Services is a classification used in the Department of Child Support Services that assists in the general administration of the department. Koff & Associates' classification study provided recommendations to modify the minimum qualifications. The Administration Office and Human Resources support the recommendation.

Recommendation:

Approve the revised job specification for Assistant Director of Child Support Services.

Fiscal Impact:

None.

BACKGROUND:

Attached are the current and revised job specifications for the Assistant Director of Child Support Services. The County retained Koff & Associates to complete a classification and compensation study. The job specification for the Assistant Director of Child Support Services has been updated based on recommendations submitted to Human Resources from Koff & Associates. Specifically, the minimum education requirements were revised to remove the additional qualifying experience substitution for the required education. This education update is consistent with the industry standard for an Assistant Director of Child Support Services. Additionally, this change will provide a succession plan for the Department of Child Support Services for any future vacancies in the Director position. The revised job specification also includes updates to the definition, class characteristics, examples of duties, knowledge, and abilities sections, and the supervision received and exercised was added. Additionally, consistent with current Human Resources practices, the physical demands and environmental conditions, and disaster service worker information were added.

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.



Assistant Director of Child Support Services

Class Code:
D52

KINGS COUNTY
Established Date: Dec 1, 2000
Revision Date: Apr 1, 2019

SALARY RANGE

\$49.19 - \$60.02 Hourly
\$3,935.20 - \$4,801.60 Biweekly
\$8,526.27 - \$10,403.47 Monthly
\$102,315.20 - \$124,841.60 Annually

DEFINITION:

Under general direction, to assist in the planning, organization and supervision of the staff, operation and programs of the Office of Child Support Services; to coordinate all functions and divisions of the Office of Child Support Services Department; and to perform related duties as required.

EMPLOYMENT AT WILL

The Assistant Child Support Services Director classification is an at will position, is not included in the County's classified service and the incumbent is exempt from merit system status. As such, the incumbent serves at the pleasure of the Child Support Services Director.

DISTINGUISHING CHARACTERISTICS

The Assistant Child Support Services Director is a single position classification responsible for directly assisting the department head in administering all administrative and operational functions of the Office of Child Support Services Department including supervision of division managers. The incumbent acts for the Director of Child Support Services in the Director's absence.

EXAMPLE OF DUTIES:

Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Consults with and assists the Director of Child Support Services in the planning, coordination and administration of all programs and divisions of the department to ensure optimum service delivery and promote maximum efficiency; assumes responsibility for the operation of the department in the absence of the director; confers with subordinate management and

supervisory personnel regarding development, review and approval of departmental policies, procedures, and manuals; analyze, participates in the development of and may approve plans for improvement of the department's services and operations; directs through subordinate managers and supervisors the activities of all divisions within the department; reviews and participates in the selection, assignment, training, evaluation and discipline of staff; provides consultations and makes recommendations with regard to problems, standards and procedures; oversees budgetary, fiscal and quality control programs; coordinates the preparation, revision, and approval of written plans and forms in accordance with state and federal regulations; assists in the development and administration of the departments budget; coordinates and reviews the analysis and evaluation of the effectiveness of programs, services, policies and procedures and recommends and/or or may approve appropriate modifications; coordinates the direction of preparation of statistical and other reports; represents the department at community organizations, public gatherings, and with other state and local governmental agencies; serves on state, regional and/or local governmental and community agency committees as a representative for the Office of Child Support Services Department and/or the Director in his/her absence; performs a variety of administrative duties and projects; makes presentations to individuals, groups, and/or before the Board of Supervisors; and acts for the Director of Child Support Services in his/her absence.

MINIMUM QUALIFICATIONS:

Any combination of education and relevant experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: Equivalent to graduation from an accredited four-year college or university with a bachelor's degree in business or public administration or a closely related field. (Additional relevant experience may substitute for the required education on a year-for-year basis.)

Experience: Four (4) years of responsible supervisory or management experience in a IV-D child support enforcement agency.

Special Requirements: Possess and maintain a valid California Driver's License. Ability to: Work irregular hours as necessary; travel within and outside the County; qualify for security clearance through a background investigation and fingerprint check.

Knowledge of: Principles, methods and practices of public program administration; effective managerial and supervision principles and methods; laws, rules, and regulations governing assigned activities and the operation of a child support services agency; state and federal laws, codes and ordinances as they relate to support of dependent children; community needs and resources; correct English usage, grammar, spelling, punctuation, and vocabulary; principles of public funding, budget preparation, administration and control; financial and statistical recordkeeping; investigation methods and interviewing techniques; effective training methods and techniques; general legal procedures and terminology; operation of office computer hardware and software applications used in assigned programs; general County organizations, operations, policies and objectives; public relations responsibility of a county agency.

Ability to: Direct the work of professional, para-professional, and support staff; meet or exceed annual program objectives; establish and maintain positive, effective work relationships with other managers, agency staff, government and community organizations, and the general public; analyze problems, consider alternatives, project consequences and implement recommendations; exhibit highly developed interpersonal skills using tact, patience, courtesy; communicate effectively both orally and in writing with groups and individuals; read, interpret, apply and explain rules, regulations, policies and procedures;

respond constructively to conflict; maintain confidentiality and control of sensitive information; inspire the trust, respect and confidence of others; work independently; prioritize personal workload and that of subordinate staff; exhibit strong initiative, integrity, sound judgement and a high degree of maturity; reason logically; follow safe work practices as directed and train and monitor safe work practices of subordinates. Work in an office environment including sitting at a desk working with computer equipment, on the telephone and meeting with people for prolonged periods; regularly working with files and with general office equipment. Travel on a regular basis.

SUPPLEMENTAL INFORMATION:

Overtime Status: Exempt
Medical Group: C
At will classification



ASSISTANT DIRECTOR OF CHILD SUPPORT SERVICES

DEFINITION

Under general direction, assists in planning, organizing, managing, and providing direction and oversight for major functions and activities of the Child Support Department including the establishment, processing, and enforcement of child support obligations; assist with formulating departmental policies, goals, and directives; assists in coordinating assigned activities with other County departments, officials, outside agencies, and the public; fosters cooperative working relationships among County departments and with intergovernmental, regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the Director of Child Support Services in areas of expertise; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Child Support Services. Exercises supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is an assistant department director classification that oversees, directs, and manages the day-to-day operations of the Child Support Department, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the Director of Child Support Services in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, County functions and activities, including the role of the Board of Supervisors, and the ability to develop, oversee, and implement interdisciplinary projects and programs. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for working with the Director of Child Support Services to accomplish departmental planning and operational goals and objectives, and to further the County's goals and objectives within general policy guidelines.

EMPLOYMENT AT WILL

The Assistant Child Support Director classification is an "at will" position, which is not included in the County's classified service and is exempt from merit system status. As such, the incumbent is appointed by and serves at the pleasure of the Director of Child Support Services. As an at-will employee, the incumbent may be terminated with or without cause or notice at any time by the Director of Child Support Services as the appointing authority.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assumes management responsibility for major Child Support Services Department programs, services, and activities including the establishment, processing, and enforcement of child support obligation, legal and financial processes, and program compliance.
- Manages and participates in the development and implementation of goals, objectives, policies, procedures, and work standards for the Department; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Assists in managing and participating in the development and administration of the department's budget; assists with the forecast of additional funds needed for staffing, equipment, and supplies; assists with monitoring and approving expenditures; assists with managing and implementing budgetary adjustments as necessary; ensures compliance with federal and state budget requirements.
- Selects, trains, motivates, and directs Department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Determines equipment acquisition, training programs and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine County needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Assists with the oversight and monitoring of departmental performance metrics against state and federal performance measures; develops and implements strategies and processes to improve performance measures.
- Manages and oversees the daily functions, operations, and activities of the department's facilities maintenance, information technology, financial, personnel, and payroll functions; collaborates with internal county departments and external vendors and contractors to complete routine work and special projects; ensures activities comply with all legal, regulatory, and county laws, mandates, policies, and procedures.
- Ensures departmental activities comply with all federal, state, and local laws, rules, and regulations surrounding the child support program; analyzes and interprets existing and proposed federal and state legislation, regulations, policies, procedures, and other directives to determine impact on department programs and operations; monitors and implements legal, regulatory, technology and societal changes and court decisions that may affect the work of the department.
- Represents the department to other County departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the Board of Supervisors and a wide variety of committees, boards, and commissions.; attends and participates in professional group meetings; stays abreast of new trends and innovations related to the child support program.
- Attends meetings, conferences, workshops, and training sessions; reviews publications and related material to remain current on programs, regulations, policies, procedures, and new developments related to the child support program.
- Directs the maintenance of working and official departmental files; prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the County administrative Officer and/or Board of Supervisors.
- Responds to public inquiries and complaints and assists with resolutions and alternative recommendations; serves as a spokesperson for the Department at a variety of community events,

- meetings, and other public relations activities.
- Ensures staff observe and comply with all County and mandated safety rules, regulations, and protocols.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

EDUCATION AND EXPERIENCE:

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in public or business administration or a closely related field.

Experience:

- Four (4) years increasingly responsible experience managing the operations and services of a comprehensive child support services program, including two (2) years in a management capacity. (Substitution: Additional education may substitute for up to two (2) years of the required experience.)

LICENSES AND CERTIFICATIONS:

Licenses:

- Possession of a valid California driver's license issued by the Department of Motor Vehicles at the time of appointment.

SPECIAL REQUIREMENTS

Qualify for security clearance through a background investigation and fingerprint check, which includes a credit check. Ability to work irregular hours as necessary and travel within and outside the County.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development, budget administration, and contract management.
- General principles of risk management related to the functions of the assigned area.
- Principles, practices, and procedures of public administration in a municipal setting.
- Functions, authority, and responsibilities of an elected Board of Supervisors.
- Federal, state, civil and criminal laws, decisions, opinions, regulations, and performance measures applicable to the delivery of the child support program.
- Social, political, and economic issues impacting program administration.
- Methods and techniques of developing technical and administrative reports, and business correspondence.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- County and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public,

vendors, contractors, and County staff.

- Techniques of effective oral and written communication; proper spelling, grammar, and punctuation.
- Current equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative and professional leadership for the Department.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with contractual obligations.
- Effectively represent the County and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Direct the establishment of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKERS

All Kings County employees are designated "Disaster Service Workers" through state and local laws (CA Government Code Sec. 3100-3109 and Emergency Services Chapter 6-8 via adoption of local Ordinance No. 361 § 1, 2-25-75). As Disaster Service Workers, all County employees are expected to remain at work, or to report for work as soon as practicable, following a significant emergency or disaster.

FLSA EXEMPTION: Exempt MEDICAL GROUP: C PROBATIONARY PERIOD: At-will status
--



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 30, 2024

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Sergio Rubio

SUBJECT: AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR CHILD CARE RESOURCE AND REFERRAL SERVICES FOR EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to enter into an agreement with the Kings Community Action Organization (KCAO) to administer the Emergency Child Care Bridge Program for Foster Children (Bridge Program) for resource and referral services. The last agreement was entered into on June 28, 2022, effective July 1, 2022, through June 30, 2024, to administer the California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care Program and the Bridge Program. Due to the complexities surrounding the funding sources for the child care services, it was determined to develop one contract for each program. The agreement being brought before the Board is for the provision of the Bridge Program only.

Recommendation:

Approve the agreement with the Kings Community Action Organization for the provision of the Emergency Child Care Bridge Program for Foster Children effective February 1, 2024 through June 30, 2025.

Fiscal Impact:

The cost of the operation of this agreement is funded with dedicated State General Funds in the amount of \$378,847. The expenditure appropriation and revenues are included in the Fiscal Year (FY) 2023-24 Adopted Budget in the amount of \$111,426 and will be reflected in the upcoming FY 2024-25 Recommended Budget in the amount of \$267,421 within Budget Unit 510000 and 520000.

(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 KINGS COMMUNITY ACTION ORGANIZATION FOR CHILD CARE RESOURCE AND REFERRAL SERVICES FOR EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN

January 30, 2024

Page 2 of 2

BACKGROUND:

HSA receives funding from the California Department of Social Services (CDSS) to administer the Bridge Program. The Bridge Program services are intended for foster families to access child care services which facilitates their ability to take in a foster child.

The services provided by KCAO include the arrangement for Bridge Program child care services for resource families and potential foster families.

HSA has utilized KCAO to administer Bridge Program child care services for multiple years. The last agreement with KCAO to administer the Bridge Program and the CalWORKs Stage One Child Care Program was approved on June 28, 2022 (Board Agreement 22-069) with an amendment that was subsequently approved on March 7, 2023 (Board Agreement 22-069.1). HSA has developed two separate agreements for each respective child care program, one for CalWORKs Stage One Child Care and one for the Bridge Program. In prior agreements, costs for each program were reported on a single invoice. Therefore, any billing discrepancy interrupted the payment process for both programs. Additionally, each program has its own funding source that is determined at different times throughout the fiscal year. To decrease invoicing discrepancies and delays in payments, it was determined to separate the agreements.

KCAO is the only entity in Kings County that administers a Resource and Referral program that provides families with information on child care services, community services, and coordination of community resources. In addition, KCAO is the only entity in Kings County that administers an Alternative Payment Program for the provision of child care and development services; therefore, on November 1, 2023, the Kings County Purchasing Manager approved the sole source justification request for KCAO to administer the Bridge Program.

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2024

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Sergio Rubio

SUBJECT: AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR STAGE ONE CHILD CARE RESOURCE AND REFERRAL SERVICES FOR CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to enter into an agreement with the Kings Community Action Organization (KCAO) to administer the California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care Program for resource and referral services. The last agreement was entered into on June 28, 2022, effective July 1, 2022, through June 30, 2024, to administer the CalWORKs Stage One Child Care Program and the Emergency Child Care Bridge Program for Foster Children. Due to the complexities surrounding the funding sources for the child care services, it was determined to develop one contract for each program. The agreement being brought before the Board is for the provision of the Stage One Child Care Program only.

Recommendation:

Approve the agreement with the Kings Community Action Organization for the provision of the California Work Opportunity and Responsibility to Kids Stage One Child Care Program effective February 1, 2024 through December 31, 2025.

Fiscal Impact:

The cost of the operation of this agreement is funded with dedicated Federal Temporary Assistance for Needy Families funds in the amount of \$9,712,255. The expenditure appropriation and revenues are included in the Fiscal Year (FY) 2023-24 budget in the amount of \$4,517,328 and will be reflected in the upcoming FY 2024-25 budget in the amount of \$5,194,927 within Budget Unit 510000.

(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 KINGS COMMUNITY ACTION ORGANIZATION FOR STAGE ONE CHILD CARE RESOURCE AND REFERRAL SERVICES FOR CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS

January 30, 2024

Page 2 of 2

BACKGROUND:

HSA receives funding from the California Department of Social Services (CDSS) to administer Stage One child care services for the CalWORKs program. Stage One child care services are intended for CalWORKs participants who are in their first three months of participation in Employment & Training Services or whose participation situation has not stabilized.

The services provided by KCAO include the arrangement for Stage One child care to allow participation in Employment & Training Services activities, employment, or activities recommended by Child Welfare Services.

HSA has utilized KCAO to administer Stage One child care services for multiple years. The last agreement with KCAO to administer Stage One child care services for the CalWORKs program and the Emergency Child Care Bridge program for Foster Children was approved on June 28, 2022 (Board Agreement 22-069) with an amendment that was subsequently approved on March 7, 2023 (Board Agreement 22-069.1). HSA has developed two separate agreements for each respective child care program, one for CalWORKs Stage One Child Care and one for Emergency Child Care Bridge for Foster Children. In prior agreements, costs for each program were reported on a single invoice. Therefore, any billing discrepancy interrupted the payment process for both programs. Additionally, each program has its own funding source that is determined at different times throughout the fiscal year. To decrease invoicing discrepancies and delays in payments, it was determined to separate the agreements.

KCAO is the only entity in Kings County that administers a Resource and Referral program that provides families with information on child care services, community services, and coordination of community resources. In addition, KCAO is the only entity in Kings County that administers an Alternative Payment Program for the provision of child care and development services; therefore, on November 3, 2023, the Kings County Purchasing Manager approved the sole source justification request for KCAO to administer the Stage One child care program.

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/David Long

SUBJECT: ROLLOVER OF UNSPENT GRANT FUNDS

SUMMARY:

Overview:

Kings County Department of Public Health (KCDPH) Emergency Preparedness Program has unspent funds from both the Public Health Emergency Preparedness (PHEP) grant and the Hospital Preparedness Program (HPP) grant for Fiscal Year 2022-23, which the California Department of Public Health (CDPH) has authorized to rollover into Fiscal Year 2023-24.

Recommendation:

- a. Approve the rollover of two grant balances for Public Health Emergency Preparedness from Fiscal Year 2022-23 into Fiscal Year 2023-24;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The additional appropriations will increase Fiscal Year 2023-24 budget unit 417400 – Public Health Emergency Preparedness by \$170,485.

BACKGROUND:

After finalizing and submitting all invoices for Fiscal Year 2022-23, the PHEP grant had an ending balance of \$121,318 and the HPP grant had an ending balance of \$49,167. On January 9, 2024, KCDPH received notification from CDPH authorizing the rollover of remaining PHEP and HPP grant funds totaling \$170,485 from Fiscal Year 2022-23 into Fiscal Year 2023-24.

The PHEP grant is dedicated to enhancing local health department readiness and capacity to respond effectively to various public health threats, including but not limited to infectious disease outbreaks; natural disasters;

(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 UNSPENT GRANT FUNDS

January 30, 2024

Page 2 of 2

biological, chemical, and radiological incidents; and explosions. PHEP funds focus on supporting preparedness activities that specifically aim to cultivate public health departments capable of responding effectively to emergencies, emphasizing flexibility and adaptability in their approach.

The HPP grant supports the readiness of health care facilities and organizations for large-scale emergencies through the establishment of health care coalitions and coordinating exercises to prepare for diverse threats and emergencies. HPP ensures the availability of resources, information, communication systems, and trained personnel during emergency situations. Kings County is actively involved in the Central California Healthcare Coalition along with Fresno, Tulare, and Madera County.

Both grants contribute to essential elements of KCDPH's emergency preparedness efforts.

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 – Public Health Emergency Preparedness	PHEP Special Departmental	100000	417400/ 407400	92063	121,318.14
General	Health – Hospital Preparedness Program	HPP Special Departmental	100000	417400/ 407600	92063	49,166.98
TOTAL						170,485.12

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Public Health Emergency Preparedness	Revenue Transfer In	100000	417400/ 407400	89000	121,318.14
General	Health – Hospital Preparedness Program	Revenue Transfer In	100000	417400/ 407600	89000	49,166.98
TOTAL						170,485.12

(B) Budget Transfer:

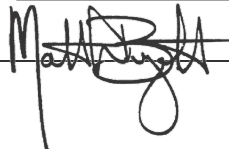
Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						

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

Explanation: To authorize the carry forward budget balances of previously approved Public Health grants.

- Public Health Emergency Preparedness (PHEP) 407400 - \$121,318.14
- Hospital Preparedness Program (HPP) 407600 - \$49,166.98

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 30, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: AVENAL CUT-OFF ROAD-ROADWAY IMPROVEMENTS PROJECT
SUMMARY:

Overview:

On January 11, 2022, the Board awarded the Avenal Cutoff Road improvements project design to Peters Engineering Group, Inc., through the Request for Proposals (RFP) process. During the project there was an interest by the City of Avenal to attach to the project to complete their portion of the Avenal Cutoff Road from the California Aqueduct to Plymouth Avenue (roughly 2.5 miles). On November 28, 2023, the Board approved a Memorandum of Understanding (MOU) to include the City of Avenal’s portion of Avenal Cutoff in the County’s project. An amendment is necessary to the agreement with Peters Engineering Group, Inc., to include the design of the City of Avenal’s 2.5-mile section of Avenal Cutoff south of the California Aqueduct to Plymouth Avenue.

Recommendation:

Approve the First Amendment to Agreement Number 22-004 with Peters Engineering Group, Incorporated to prepare a Plans, Specifications, and Estimate package for the Avenal Cutoff roadway improvements project.

Fiscal Impact:

This project will not impact the General Fund as construction is fully funded through the Roads Fund and Senate Bill 1 (SB-1) transportation revenues. The City of Avenal will reimburse the County for their portion of the design costs. The consultant fees for the initial Plans, Specification & Estimate (PS&E) phase are \$1,644,730 for the County’s section of Avenal Cutoff. This amendment adds \$349,520 for the City’s section of Avenal Cutoff.

BACKGROUND:

SB-1 was a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges in communities across the state. Kings County has received a significant influx of new revenue to

(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

AVENAL CUT-OFF ROAD-ROADWAY IMPROVEMENTS PROJECT

January 30, 2024

Page 2 of 2

invest in the local road system from SB-1, which was enacted on April 28, 2017. This measure was in response to California's significant funding shortfall to maintain the State's multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on State highways, local streets and roads, and bridges to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads are also eligible to compete for additional funding for active transportation and congested corridor projects.

Funding from SB-1 will be utilized for the re-construction of the Avenal Cutoff roadway using Full-Depth Reclamation with new asphaltic concrete pavement from State Route (SR) 198 to the California Aqueduct (approximately 15 miles). The project is intended to prepare a final set of plans to reconstruct the roadway in five phases.

On January 11, 2022, the County retained Peters Engineering Group, Inc., to prepare a PS&E package for the Avenal Cutoff roadway improvements project. Due to the interest of the City of Avenal to attach to the County's project to reconstruct Avenal Cutoff, the County and City developed an MOU that allows the amendment of the consultant agreement with Peters Engineering Group, Inc. to include the City's portion of Avenal Cutoff to the County's project. The City's portion will be included with the County's last phase of construction of Avenal Cutoff. The City of Avenal will reimburse the County for the costs of their portion of design and construction of Avenal Cutoff.

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

Agreement No. ____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND PETERS ENGINEERING GROUP.**

This first amendment (“1st Amendment”) to Agreement No. 22-004 is made and entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”), and Peters Engineering Group, a California corporation (“Consultant”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, Agreement No. 22-004 commenced on January 11, 2022, for consulting services to prepare a set of Plans, Specification, and Estimate (PS&E) package for the Avenal Cutoff Road – Roadway Improvements project;

WHEREAS, the County requires consulting services to prepare the PS&E Package to include a 2.5-mile section of Avenal Cutoff Road within the limits of the City of Avenal from the California Aqueduct to Plymouth Avenue as shown in the City of Avenal Resolution 2023-43 and its attachment(s);

WHEREAS, Section 6 of Agreement No. 22-004 authorizes the Parties to modify its terms by a written amendment signed by the Parties; and

WHEREAS, the Parties intend to modify this Agreement No. 22-004, to reflect changes in the scope of work and compensation for services to prepare the PS&E Package to include the 2.5-mile section of Avenal Cutoff Road within the limits of the City of Avenal.

NOW, THEREFORE, the Parties agree as follows:

1. Consultant shall complete the additional work described in **Exhibit A-1**, attached to this 1st Amendment.
2. County shall pay Consultant **\$349,520** for the additional work, as reflected in **Exhibit B-1**.
3. The recitals and exhibits are integral to and incorporated in this 1st Amendment by this reference.
4. All other terms and conditions of Agreement No. 22-004 remain in full force and effect.
5. The Parties may execute this 1st Amendment via electronic means, and in two (2) or more counterparts, that together constitute one (1) agreement.

Avenal Cutoff Road – Roadway Improvements – 1st Amendment

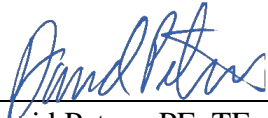
6. Each signatory below is authorized to enter into this 1st Amendment and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties caused this 1st Amendment on the day and year first written above.

COUNTY OF KINGS

PETERS ENGINEERING GROUP.

By: _____
Doug Verboon, Chair
Kings County Board of Supervisors

By:  _____
David Peters, PE, TE
Principal Engineer

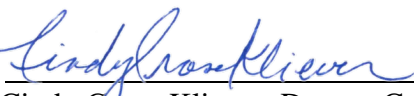
ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVE AS TO INSURANCE:

By:  12/11/2023
Sarah Poots, Risk Manager

APPROVED AS TO FORM:
Diane Freeman, County Counsel

By:  11/30/2023
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A-1: 1st Amendment – Scope of Work

Exhibit B-1: 1st Amendment – Compensation/Fees

Exhibit "A-1"
SCOPE OF SERVICES

**Civil Engineering, Surveying and Environmental Services for
Avenal Cut-Off Road- Roadway Improvements
Kings County, California**

INTRODUCTION

Peters Engineering Group (Consultant) will provide the County of Kings (Client) with engineering, surveying and environmental services for the City of Avenal's approximately 2.55-mile portion of Avenal Cut-off Road south of the California Aqueduct to Plymouth Avenue. No reconstruction of the pavement or the bridge crossing the California Aqueduct is included. Consultant's services for the Avenal Cut-off Roadway Improvements will result in the preparation of a 30% plan submittal for the City of Avenal's portion of the work and add this area to Phase 5 of the current project Plans, Specifications and Estimates submittals. The project will include the following aspects:

- New pavement utilizing the Full Depth Reclamation with cement process. It is intended that the contractor would pulverize the existing pavement section and use that material mixed with cement for the base layer. No export is anticipated for the project. The final pavement design will be provided by Task 103 below.
- The design cross section will be two 12' lanes and with two 7' shoulders. Since the existing roadway is generally elevated from the surrounding area, the shoulders will be designed with a tapered safety edge using Caltrans Standard Plan P76 Case K for a fill section.
- Centerline and edge line rumble strips per Caltrans Standard Plan A40B and A40C. The centerline rumble strips will also contain yellow reflectors.
- Minor drainage improvements, including swales and culverts to accommodate existing drainage features are anticipated.
- New street signs and striping consistent with the requirements of the 2014 California Manual on Uniform Traffic Control Devices (MUTCD)
- Locating and protecting existing underground and overhead utilities.
- This portion of the project will require a 30% design that will be reviewed and approved prior to it being added to Phase 5 of the project. The entire project will be designed for 30% plans. Phase 5 will have two separate bid schedules. One will be for City of Avenal work while the other will be for Kings County work.

WORK TASKS

The Consultant will provide the following work tasks:

Design and Project Development Tasks

101 Project Coordination and Kickoff Meeting

Project management tasks include allocation and oversight of staff resources, attendance at up to two (2) additional status meetings with County Staff, coordination with County Staff, Caltrans, the City of Avenal, and other affected agencies, preparation of monthly progress reports, invoicing, schedule updates, and quality control/quality assurance spreadsheets. One of these meetings is expected with the 30% plans.

Consultant will meet with the County and City to discuss this scope of work, gain a detailed understanding of the project requirements, confirm limits for the required topographic and boundary survey, discuss existing conditions, design criteria, and the County's most current scheduling and review requirements. Consultant will conduct a visual on-site field investigation to discuss existing conditions and confirm scope assumptions.

102 Surveys/Mapping

Consultant will provide Project Control, Topography, Right of Way, and Base Mapping for the additional project area. The anticipated scope of work associated with this task is as follows:

- Consultant will commence with a reconnaissance and assessment of existing Project Control Monumentation, densifying Project Control by setting intermediate control points at conform areas for horizontal and vertical continuity with the design drawings for the intersection. The horizontal control will be referenced on NAD83 zone IV and vertical control will be referenced to NAVD 88 datum. Consultant will locate existing centerline monuments, property corners and benchmarks for purposes of monument preservation. Consultant will obtain pertinent record data from Kings County, FEMA and utility companies, which includes parcel maps, subdivision maps, record of survey maps, assessor's maps, roadway maps, as-built utility maps and drainage maps for the purpose of right of way rectification.
- Consultant will provide survey data and mapping, which will be used for preparation of preliminary and final design plans and specifications. Permanent structures such as water tanks, fences, driveways, mailboxes, etc. shall be located. These structures may be located within existing ROW and may provide barriers to the Consultant to acquire the data. An aerial topographic survey will be conducted using high resolution Aerial Survey (UAS) mapping and select traditional ground topographic survey to acquire data for the entire site to expedite accumulation of topographic data. The deliverables will be provided in the following formats: AutoCAD drawing files (.dwg, .dxf), comma delimited ASCII files (.csv), photograph files (.jpg), Google Earth files (.kmz) and field book notes (.pdf). The drawings will include control survey data, topographic survey data, and existing/proposed/future right of way data.

103 Field Investigations/Geotechnical Research

Consultant has reviewed the existing Moore Twining Associate report dated August 20, 2020, for the additional project area and is aware of the recommendations for full depth reclamation, with cement. The report provided a proposed pavement section, but noted that further analysis would be needed to obtain a mix design for the project. The following scope would be in addition to the information already provided in that report, and would establish a mix design for the project:

- The field exploration for the project will consist of nine borings within the street right of way at 3 feet deep. Consultant will utilize pavement core sampling to explore and define present street conditions, layer thicknesses and subgrade conditions. A no fee encroachment permit will be acquired from the City. Traffic control will be in accordance with the CA MUTCD.
- The borings will be backfilled with cuttings and/or bentonite and will be patched to match the existing surface, if needed. The boring location will be located based on landmarks or stakes furnished by the designer.
- Prior to performing the soil boring Consultant will coordinate with Underground Service Alert to identify underground utilities.
- Laboratory testing will be performed on representative soil samples to evaluate their engineering properties. Laboratory test results will be included on the boring logs and within the geotechnical report.
- The laboratory testing program will be focused on developing mix design recommendations for the planned FDR rehabilitation of the subject roadway. Based on the data available in the referenced Moore Twining Associates report, it is anticipated that variations in the existing subgrade conditions will require mix designs for three different composite subgrade samples. Tests to evaluate compaction characteristics, gradation, and Atterberg Limits will be performed on each composite sample to determine if lime or cement should be used as a stabilizing agent. Subsequently, each composite sample will be treated with three different amounts of cement or lime (4, 5, and 6 percent) and then tested to evaluate the treated R-value as part of the FDR analysis for this project. In addition, the 7-day compressive strength of treated samples will be evaluated consistent with Caltrans procedures. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report.
- The Moore Twining report identified a Full Depth Reclamation section that included Class II base rock between the HMA section and the cement treated section. Typically, this base rock section is not included in this design. Consultant would typically specify a section with only HMA and Full Depth Reclamation with cement. This would be our preliminary suggested design section, and would be less expensive.

104 Drainage Improvements

Consultant shall prepare surface drainage, hydraulic and hydrology, and storage calculations and plans for inclusion in the Construction Documents. Consultant will attempt to maintain existing drainage patterns for the entirety of the project. Design shall assure that the proposed pavement areas will not be subject to standing water or ponding during a 2-year storm event. Based on review of FIRM maps, this area is located in Zone X, which is defined as the area outside of a 0.2% chance of being in the floodplain. The only area not in Zone X was in the vicinity of the Aqueduct, which was Zone A, which is a flood plain that has no base flood elevation. The elevation of the Avenal Cutoff Road in this location begins to elevate over the existing ground to rise up and over the Aqueduct.

105 Utility Coordination

Using the schematic plan prepared by the Consultant, utility companies will be contacted and a request for utility records will be made. Existing underground utilities will be incorporated in digital topographic mapping and shown in both plan and profile on the construction documents, as the information is available. The utility coordination process will be done through written and personal contact and will include submitting preliminary improvement plans to each utility company for review, comment, and design of required relocations. Plans will designate any facilities in conflict with the project.

Upon completion of the 30% plans the City, County and any other agency/utility affected by the project will be notified by mail whether relocation or other mitigations are required. Consultant and County Staff will coordinate utility relocations with the affected utility and adhere to the requirements of Chapter 13 of the LAPM. Utilities located in this phase would receive follow-up communications with this phase expectations of going to construction.

106 Traffic/Signing and Striping

Consultant shall prepare stage construction and traffic handling plans as a part of Section 108, Construction Documents, below. These plans will be prepared in accordance with the 2014 California MUTCD and will provide for projected phasing and traffic movement through the construction zone. This project presents a unique set of challenges due to its rural setting and existing traffic patterns.

The preliminary traffic control alternative for design will be maintaining two-way traffic during construction. This would require construction of the roadway segment in three phases. The first phase would be the west 12 feet, separating with K-Rail the work area as well as the two lanes of traffic. The work zones would transition to the middle portion and concluding in the east portion of the project. It may be necessary to close the roadway entirely to perform the final lift of paving. This work could potentially be performed at night during the off-peak hours. Placement of the K-Rail and truck impacts will factor into a night work analysis. The successful construction phasing and traffic handling sequencing will be the strategy most efficient for the project and most cost effective for the County

107 Environmental Permitting

Consultant will prepare the appropriate California Environmental Quality Act (CEQA) environmental documents for the project in accordance with State and Federal requirements. The project is funded by State and local resources and does not include Federal grant funding. National Environmental Policy Act (NEPA) documents will not be required for the project.

The Project proposes resurfacing of an existing roadway with all work performed within the existing Right of Way (ROW). Because the Project work is contained within the existing ROW, it is likely that the Project qualifies for a Categorical Exemption (CE) under CEQA Guidelines Section 15301(c) - Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

Consultant will review the approved Project Description to determine whether an exemption is appropriate and if the exemption is negated by an exception pursuant to CEQA Guidelines, Section 15300.2 - Exceptions. Where the Project qualifies for the exemption, it is advisable that documentation be provided showing evidence that the project is exempt by statute. The Consultant will prepare a brief Exemption Report citing the reasons that the Project qualifies for the exemption and a draft notice of exemption for review by the County.

108.1 - 30% Construction Documents

Consultant shall prepare preliminary engineering plans to be submitted to the County for horizontal and vertical design for the additional project length. This will include plan views of the project, typical cross sections, preliminary signage and striping plans, drainage plans and a design memorandum detailing the design assumptions and determinations. The 30% submittal will include the following:

Geometric Approval Drawing (GAD). Consultant will produce a plan view set of drawings for the entire project alignment that will present proposed pavement limits, proposed striping, and existing utilities. The GAD plans will be submitted and approved prior to submittal of the overall set of plans, to ensure that the plans identify desired improvements and alignments.

Roadway Design. The project will be designed to comply with County Standards Section 303 Road Appurtenances and per recommendations from the project geotechnical engineer. The proposed cross section will include a 12' travel lane and 7' shoulder typical in each direction. Innovative solutions will be developed to resolve complex issues. Full Depth Reclamation was the County's preferred alternative. In order to complete the intersections in a more efficient manner, a proposed section of HMA over Class II base could be substituted. Caltrans 2018 Standard Specifications will be utilized. Where possible, existing fences and other owner improvements within the right of way will be maintained, in order to not disrupt the property owner's improvements.

Striping and signage. The project will use traffic control signage per the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the 2018 Caltrans Standards. Tapered safety edge and rumble stripes on the centerline and edge lines will be incorporated into the project.

Preliminary Opinion of Probable Construction Cost. The Consultant shall prepare a preliminary construction cost estimate for the project to assist the County and the Consultant in determination of phasing for the project.

Three (3) sets of 24" x 36" plans and cost estimate and digital copies in PDF format will be submitted to the County and City for review.

108.2 - 90% Construction Documents

Upon receipt of County and City comments on the 30% submittal Consultant will prepare 90% complete plans, specifications, and estimates for the project. This portion of the project will be in. Included in the plans shall be layouts, profiles, construction detail sheets, signing and striping plans, staged construction plans, traffic handling plans, and drainage plans for the construction of the proposed improvements.

Specifications shall be prepared in County format using the 2018 Caltrans Standard Specifications. Three (3) sets of 90% plans, special provisions, and estimate per phase will be submitted to the County and City, in both hard copy and digital format. A review meeting will be held at the County and the City to discuss review comments on the 90% PS&E submittal.

108.3 - 100% Construction Documents

Consultant will review and incorporate the County's 90% submittal comments into the 100% submittal. Minor design, plan, specification, quantity, and estimate changes are anticipated as part of this phase. A submittal of the 100% PS&E package will be made to the County and City. Digital copies of the plans, special provisions, and estimate will also be submitted to the County and City for review. If necessary, a review meeting will be held with County and City staff to resolve any final review comments.

The final contract documents will be prepared and submitted to the County and City. The transmittal will include:

One set of 24" x 36" reproducible Mylar stamped and signed plans

One digital copy of final special provisions, wet signed by design engineer

One flash drive with special provisions, estimate and plans in digital format

Bidding and Construction Administration Services

201 Bidding Services

Consultant shall assist the County and City during the bidding phase by responding to requests for information and assisting in evaluating bids. The Consultant shall attend the pre-bid meeting. The Consultant will prepare a summary of the bids listed by bidders and contract items in Microsoft Excel.

202 Construction Administration Services

Consultant shall assist the County and City during the construction phase of the project by reviewing contractor submittals, responding to requests for information, and assisting in

evaluations of proposed contractor change orders. The Consultant will attend the pre-construction meeting. Consultant will make three (3) site visits.

COUNTY PROVIDED INFORMATION AND SERVICES

It is anticipated that the County and City will be responsible for the following:

- Provide legible as-built plans for existing road improvements in project area
- Provide all utility maps for County or City owned utilities in project area
- Provide right-of-way maps in project area
- Contact USA to locate and mark all utilities in the field.
- Permits and fees for project approvals.
- Any other work not specifically stated in this Scope of Services.

ADDITIONAL SERVICES

Services not specifically included herein may be requested by the County or recommended by the Consultant. These services will be considered additional work and approved by separate scope, schedule, and fee.

Listed below are examples of potential extra services.

- Attendance at public meetings or additional meetings above the number specified herein.
- If major changes to the existing topography occur after completion of the 30% plans, additional services for topographic services and drainage improvements may be required.
- Any other task not specifically stated herein.

RIGHT TO RELY

Consistent with the professional standard of care, Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client or others without independent review or evaluation unless specifically required in the Scope of Services.

COMPENSATION

Consultant's fee for the services described herein shall be in accordance with Exhibit "B-1" and billed to the Client on a lump sum per task basis monthly on a percent complete basis. Bidding Services and Construction Support Services will be billed on a Time and Materials (not to exceed) basis.

Exhibit "B-1"
Kings County Avenal Cutoff Road Reconstruction (City of Avenal Portion)
Engineering Fee Proposal

Task	Description	Person-Hours				Other Direct Costs	CCS	KRAZAN	AES	Total
		Principal Engineer @ \$210 /hr	Senior Civil Engineer @ \$200 /hr	Staff Engineer @ \$150 /hr	Clerical @ \$85 /hr					
1.0	DESIGN & PROJECT DEVELOPMENT									
101f	Project Management (Phase 5) (COA)	10	60	5	12	\$500				\$16,370
102	Surveys / Mapping (COA)	1	12	48	2	\$400	\$48,900			\$59,280
103	Field Investigations/Geotechnical Research (COA)	1	8	8	2	\$100		\$6,600		\$9,880
104	Drainage (COA)	1	8	20	2	\$100				\$5,080
105	Utility Coordination (COA)	1	8	16	4	\$250				\$4,800
106	Traffic / Signing and Striping (COA)	2	8	24	2	\$200				\$5,990
107	Environmental Permitting (COA)	1	12	4	4	\$200			\$9,300	\$13,050
108	PS&E (30% overall) (COA)	5	32	120	8	\$500				\$26,630
108e	PS&E (Phase 5 to CDs for COA)	36	140	600	36	\$500				\$129,120
Total Design and Project Development		58	288	845	72					\$270,200
2.0	OPTIONAL BIDDING & CONSTRUCTION SUPPORT									
201	Assistance During Construction Bidding Process (T&M) (COA)	12	30	20	12	\$1,000				\$13,540
202	Design Support During Construction (T&M) (COA)	40	180	60	28	\$10,000				\$65,780
Total Optional Bidding and Construction		52	210	80	40					\$79,320
Total Hours		110	498	925	112					\$349,520



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 30, 2024

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: ADVANCED STEP HIRE

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting approval to hire Bill Robertson as a Deputy Sheriff II at Step 5, which requires Board approval under Personnel Rule 13051.

Recommendation:

Authorize the advanced step hire of Bill Robertson as a Deputy Sheriff II at Salary Range 222.5, Step 5.

Fiscal Impact:

Salary and benefits for this position are budgeted in the Sheriff's Office Fiscal Year 23/24 Budget.

BACKGROUND:

Bill Robertson worked for the Tulare Police Department for over 18 years and for the Dinuba Police Department for over two years before his employment with the Tulare Police Department. Mr. Robertson worked as a Patrol Officer, Special Weapons and Tactical (SWAT) team sniper, a Field Training Officer, Active Shooter instructor, and Range Master. The Sheriff requests to hire Mr. Robertson as a Deputy Sheriff II at Salary Range 222.5, Step 5. Mr. Robertson has a Basic Peace Officer Standards and Training (P.O.S.T.) certificate and his over 20 years of law enforcement experience will be a real asset to the Sheriff's Office.

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 30, 2024

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: SERVICE HANDGUN PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office is seeking authorization to allow the Deputy Sheriffs' Association to purchase a service handgun for Senior Deputy Perla Trejo and authorize the Kings County Sheriff's Office to purchase a handgun as replacement.

Recommendation:

- a. Authorize the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase the service handgun for Senior Deputy Perla Trejo;
- b. Approve the purchase of a Glock handgun as replacement;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The Deputy Sheriffs' Association will pay replacement value of the handgun, estimated to be a total of \$481. The Kings County Sheriff's Office will purchase a replacement weapon at a cost, not to exceed \$481, to be paid out of Budget Unit 222000.

BACKGROUND:

The Deputy Sheriffs' Association is requesting to purchase a Glock handgun from the Kings County Sheriff's Office. In turn, the Deputy Sheriffs' Association will present the service handgun to Perla Trejo upon her separation from the Kings County Sheriff's Office. The Kings County Sheriff's Office is asking to purchase a new handgun to replace Perla's service handgun.

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.

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

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

(A) New Appropriation

Expenditures:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Sheriff-Operations	Firearms	100000	222000	94009	\$481
TOTAL						\$481


Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Sheriff - Operations	Other Revenue	100000	222000	88025	\$481
TOTAL						\$481

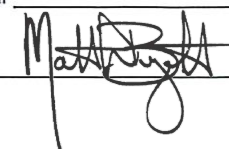
(B) Budget Transfer:

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

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

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 30, 2024

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: AGREEMENT WITH LOZANO SMITH FOR OUTSIDE LEGAL SERVICES

SUMMARY:

Overview:

The law firm of Lozano Smith has provided supplemental legal services to the County through the Office of the County Counsel for more than two years. This agreement is requested to provide for the County’s continued use of Lozano Smith for supplemental legal services.

Recommendation:

Approve the agreement with Lozano Smith for outside legal services effective upon execution by all parties in perpetuity until such time that the County no longer needs outside legal services.

Fiscal Impact:

Services will be billed on an as-needed basis at \$275 per hour for attorney services and \$195 per hour for paralegal or law clerk services. The Office of the County Counsel has spent approximately \$247,415 fiscal year to date. Should existing demand for the firm’s services continue, County Counsel could spend up to an additional \$270,000 based on the increase in rates. Current appropriations are not sufficient for ongoing outside legal counsel expenses and a separate agenda item will be presented before the Board in the coming weeks to address this issue. Expenses under this agreement will be paid from the General Fund.

BACKGROUND:

The Office of the County Counsel serves as general counsel for the County, the Board, and its constituent departments. Legal services include representing and advising the officers and employees of the County and related public agencies in matters of civil concern. The law firm of Lozano Smith has provided supplemental

(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

AGREEMENT WITH LOZANO SMITH FOR OUTSIDE LEGAL SERVICES

January 30, 2024

Page 2 of 2

legal services to the County through the Office of the County Counsel for more than two years without increasing the rate of its legal fees. Lozano Smith now seeks to enter into a new agreement with the County increasing the rate paid for attorney fees from \$250 per hour to \$275 per hour and the rate paid for paralegal or law clerk services from \$155 to \$195 per hour. The requested increase is reasonable in light of inflationary pressures. Lozano Smith has been a tremendous asset to the County assisting the Office of the County Counsel during staffing shortages and on highly specialized and complex legal issues including, without limitation, litigation.

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



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective _____, between the COUNTY OF KINGS (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
County of Kings	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 01/16/2024



PROFESSIONAL RATE SCHEDULE
FOR COUNTY OF KINGS

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

All Attorneys	\$ 275 per hour
Paralegal / Law Clerk	\$ 195 per hour

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



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 30, 2024

SUBMITTED BY: Fire Department – William Lynch/ Blake Adney
SUBJECT: PURCHASE OF MATTERPORT CAMERA AND ACCESSORIES ALONG WITH TWO THERMAL IMAGING CAMERAS

SUMMARY:

Overview:

The Kings County Fire Department is requesting to purchase a Matterport Pro 3 (MC300) Camera and necessary accessories along with two Flir K55 thermal imaging cameras.

Recommendation:

- a. Authorize the purchase of a Matterport Pro 3 Camera and necessary accessories;
- b. Authorize the purchase of two Flir K55 thermal imaging cameras;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no fiscal impact to the General Fund. The purchase of the Matterport Pro 3 Camera and accessories along with the two Flir K55 thermal imaging cameras totals \$16,680, and will be reimbursed from the State of California Homeland Security Grant Program which is managed by the Kings County Office of Emergency Services.

BACKGROUND:

The Matterport Pro 3 camera is a camera that can scan fire scenes and convert them to a three-dimensional virtual image. In the event that a fire investigation case goes to Court, this technology can be used to further illustrate the findings in a way that puts every juror and court official in the room that the incident occurred. The Flir K55 thermal imaging cameras are a useful tool during search and rescue operations, fire attack, investigations and assisting law enforcement by detecting objects with heat signatures. If approved, the two Flir K55 thermal imaging cameras will be placed on Truck 7, located at Station 4, and Engine 12, located at Station 12. With this purchase, each front-line fire apparatus throughout Kings County will be equipped with the latest version of this technology.

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.

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	16,680.00
					TOTAL	

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FIRE	FIRE	Revenue transfer in	300120	241000	88025	16,680.00
					TOTAL	

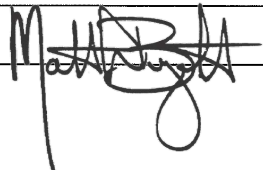
(B) Budget Transfer:

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 William K. Lynch

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 30, 2024

SUBMITTED BY: Human Services Agency - Wendy Osikafo/Christopher Narez

SUBJECT: THE PERMANENT LOCAL HOUSING ALLOCATION FUNDS; ASSOCIATED FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting Board approval of the Affordable Housing Regulatory Agreement and the Loan Agreement for the Permanent Local Housing Allocation (PLHA). The documents are a requirement of the California Department of Housing and Community Development (HCD) for the request for funds process. The Board adopted a resolution authorizing HSA to apply for the PLHA Program on September 28, 2021. HSA was awarded approximately \$980,995 over a five-year period and \$717,853 was dedicated to cover expenses for the final phase of the Sunrise Project.

Recommendation:

- a. Approve the Loan Agreement with Stardust Kings/Tulare Homeless Alliance, Limited Liability Company for the loan of Permanent Local Housing Allocation funds to complete the Sunrise Apartments project;
- b. Approve the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants with Stardust Kings/Tulare Homeless Alliance, Limited Liability Company for affordability and occupancy covenants, tenant income certification and reporting, and operation of the development of the Sunrise Apartments project;
- c. Find that the County's involvement in providing funding for the project is exempt from review under the California Environmental Quality Act pursuant to California Environmental Quality Act Guidelines Sections 15061(b)(3) (Common Sense Exemption) and 15302 (Replacement or Reconstruction), in that the project involves conversion of an existing facility to a new use to provide permanent local housing for low-income residents, and none of the circumstances stated in the California Environmental Quality Act Guidelines Section 15300.2 applies.

(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

THE PERMANENT LOCAL HOUSING ALLOCATION FUNDS; ASSOCIATED FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

January 30, 2024

Page 2 of 3

Fiscal Impact:

PLHA funds do not have a match requirement. Sufficient appropriations and revenue in the amount of \$717,853 are included in HSA's Fiscal Year (FY) 2023-24 Adopted Budget (Budget Unit 510000). PLHA revenue originates from real estate recording fees, and HSA's five-year allocation is estimated to be approximately \$980,995. HSA currently has access to \$717,853 of the total allocation. The remaining balance of approximately \$263,142 will become available in FY 2024-25.

BACKGROUND:

In 2017, Governor Brown signed a multiple bill housing package including the Building Homes and Jobs Act (Senate Bill "SB" 2, 2017), which established a \$75 recording fee on real estate documents to help generate funds under the PLHA Program to be used to increase affordable homes in California. The PLHA Program is administered by HCD. The PLHA Program provides a source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock. A Notice of Funding Availability was released by HCD on August 17, 2022, designating approximately \$335 million in funding for calendar year 2021. This is an addition to the \$131 million in remaining funds available from calendar years 2019 and 2020 for the PLHA Program.

HSA was granted approximately \$980,995 from the PLHA Program, which is accessible over a five-year period. Currently, HSA has access to \$717,853 of the total allocation. The remaining balance of approximately \$263,142 will become available in FY 2024-25; however, the exact amount will depend on the revenue HCD receives from the real estate recording fees.

On September 28, 2021, the Board adopted a resolution (Resolution 22-069) authorizing the application for the PLHA Program and authorized the HSA Director to execute the application, standard agreement and subsequent amendments, and any other related documents. On October 11, 2022, the Board was informed that HSA was in the process of applying for the PLHA funds and that the funds would be used to complete the conversion of the Stardust Motel to the Sunrise Apartments. On October 25, 2022, the Board authorized HSA to enter into a resolution as required by HCD to complete the PLHA application process; furthermore, the Board was advised that HCD required language in the resolution that provided signature authority to the Director of HSA to ensure ongoing obligations are met.

The PLHA grant amount of \$717,853 will be utilized as the revenue for the final phase of the Stardust Motel conversion as part of the Homekey Project, which launched in December 2020. The Homekey Project is a partnership with the Kings/Tulare Homeless Alliance (KTHA) to convert the Stardust Motel into 23 studio apartments (this includes one manager's unit) that will operate as permanent affordable housing for persons experiencing homelessness who are at or below 30% Area Median Income (AMI). On August 15, 2023, HSA provided the Board with an update on the Sunrise Apartments conversion. The final phase of the conversion is under way. This project is in good standing and remains ahead of schedule with an anticipated completion date of April 2024.

The remaining PLHA grant balance, estimated to be approximately \$263,142 that is allocated to Kings County but not yet available, has not yet been obligated to a specific project. Recommendations will be forthcoming once it is made available.

Agenda Item

THE PERMANENT LOCAL HOUSING ALLOCATION FUNDS; ASSOCIATED FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

January 30, 2024

Page 3 of 3

The recommendation is a required component of the request for funds process. Pursuant to PLHA Final Guidelines §302(c)(7), if funds are used for the development of an Affordable Rental Housing Development, the local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the sponsor of the project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement with the requirements for household income levels and rent restrictions for a term of at least 55 years for all units assisted by program funds.

The loan agreement and all incorporated attachments have been reviewed and approved by County Counsel as to form.

LOAN AGREEMENT
(Sunrise Apartments)

This Loan Agreement (this "Agreement") is entered into effective as of January 30, 2024 (the "Effective Date") by and between the County of Kings, a political subdivision of the State of California ("Lender") and Stardust KTHA, LLC, a California limited liability company ("Borrower"), with respect to the following facts:

- A. Borrower is the owner of that certain real property located in the City of Hanford, Kings County, California, as more particularly described in **Exhibit A** (the "Property").
- B. Borrower has proposed to construct twenty-two (22) multifamily residential units on the Property for rental to extremely low-income households, in addition to one market-rate manager's unit, for a total of twenty-three (23) units (the "Project"). The plans and specifications for the Project (the "Plans & Specifications") have been approved by Lender for Lender's sole and exclusive benefit.
- C. Grant funding by the State of California Department of Housing and Community Development ("HCD") from the Permanent Local Housing Allocation Program administered by HCD (the "PLHA Program") has been awarded to the Project. The grant funds awarded by HCD with respect to the Project pursuant to the PLHA Program are referred to herein as the "HCD Funds."
- D. The Lender is authorized to loan the HCD Funds pursuant to that certain award announcement letter referencing Contract No. 22-PLHA-17866 addressed to Wendy Osikafo, County of Kings, from Department of Housing and Community Development, dated July 06, 2023.
- E. Borrower has requested, and Lender has agreed, to use the HCD Funds to provide a loan to Borrower in the maximum amount of Seven Hundred Seventeen Thousand Eight Hundred Fifty-three Dollars and No Cents (\$717,853.00) (the "Loan"), subject to the terms and conditions set forth in this Agreement, solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of the Project.
- F. Of even date herewith Borrower will execute a promissory note, the form of which is attached hereto as **Exhibit B** (the "Note"), evidencing the Loan. Borrower will also execute an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, the form of which is attached as **Exhibit C** (the "Regulatory Agreement"), to be recorded against the Property to restrict the use of the Project consistent with the affordability requirements referred to in Recital B.
- G. The Note and Regulatory Agreement will be secured by a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, the form of which is attached as **Exhibit D** (the "Deed of Trust"), to be executed by Borrower and recorded against the Property.
- H. This Agreement, the Note, the Regulatory Agreement, and the Deed of Trust are collectively hereinafter referred to as the "Loan Documents".

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Term. This Agreement shall remain in effect from the Effective Date until fifty-five (55) years from the date a certificate of occupancy or equivalent approval is issued for the Project.
3. Definitions. As used in this Agreement, the following terms have the following meanings:

“Agreement” has the meaning in the opening paragraph.

“Annual Operating Expenses” includes the following costs actually incurred consistent with an annual independent audit conducted by a certified public accountant according to generally accepted accounting principles in the United States: debt service on senior loans; insurance premiums; monitoring fees; payments to mandatory reserves under any financing agreement; reasonable management fees; reasonable partnership fees other fees approved in advance by Lender in its reasonable discretion; taxes, assessments, property related fees, and other mandatory charges imposed by public authorities; utility charges and charges for garbage collection; ordinary business expenses incurred in the operation of the Project, including, without limitation, expenses for janitorial services, maintenance, and the cost of minor repairs; costs incurred for providing supportive housing services; and costs for extraordinary repairs not paid out of mandatory reserves or insurance proceeds. Annual Operating Expenses do not include depreciation, amortization, depletion, other non-cash expenses, and amounts expended from mandatory reserve accounts.

“Borrower” has the meaning in the opening paragraph.

“Deed of Trust” has the meaning in Recital G.

“Effective Date” has the meaning in the opening paragraph.

“Event of Default” means the occurrence of any of the circumstances enumerated in Section 12.

“Event of Insolvency” means the occurrence of any of the following:

- Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“Bankruptcy Law”), Borrower or any controlled or controlling affiliate thereof, (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for it; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

- A court of competent jurisdiction enters an order or decree that, (i) is for relief against Borrower or a controlling or controlled affiliate thereof in an involuntary case; (ii) appoints a trustee, receiver, assignee, liquidator or similar official for the entity or substantially all of such entity's assets; (iii) orders the liquidation; or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within sixty (60) days after its issuance.

"Gross Revenue" means all revenue, income, receipts, and other consideration actually received from the operation and leasing of the units in the Project, including, without limitation, rents, fees paid by tenants, forfeited security deposits, and Section 8 payments and other rental subsidies.

"HCD" has the meaning in Recital C.

"HCD Funds" has the meaning in Recital C.

"Lender" has the meaning in the opening paragraph.

"Loan" has the meaning in Recital E.

"Loan Documents" has the meaning in Recital H.

"Maturity Date" has the meaning in Section 5.

"Note" has the meaning in Recital F.

"Plans & Specifications" has the meaning in Recital B.

"PLHA Program" has the meaning in Recital C.

"Project" has the meaning in Recital B.

"Property" has the meaning in Recital A.

"Regulatory Agreement" has the meaning in Recital F.

"Residual Receipts," with respect to the payment due under Section 6, means the amount by which Gross Revenues exceeds Annual Operating Expenses for the calendar year ending on December 31 of the relevant fiscal year.

"Term" means the term of this Agreement, as defined in Section 2.

"Transfer" means any sale, assignment, conveyance, lease, or transfer of any interest in the Project or the Property, except by eminent domain, purchase in lieu of eminent domain, or a lease in full compliance with the Regulatory Agreement.

4. Exhibits. The following exhibits are attached to this Agreement and are incorporated herein by this reference:

Exhibit A: Legal Description.

Exhibit B: Note.

Exhibit C: Regulatory Agreement.

Exhibit D: Deed of Trust.

Exhibit E: Insurance Requirements.

5. Loan. Subject to the conditions precedent set forth in Sections 7 and 8, Lender hereby agrees to make the Loan to Borrower. The interest rate, maturity date (the "Maturity Date"), and other terms of the Loan are set forth in the Note.
6. Repayment.
 - a. The Loan shall be repaid in full on or prior to the Maturity Date.
 - b. Borrower may, without premium or penalty, prepay all or any portion of the outstanding principal balance due under the Note.
 - c. By June 30 of each fiscal year during the Term, beginning in the first calendar year after the calendar year in which the Project is placed into service and continuing until the Loan is repaid in full (together with interest accruing thereof and other amounts due secured by the Deed of Trust), Borrower shall make a payment toward the balance due equal to fifty percent (50%) of Residual Receipts. Thus, for illustrative purposes only:

EXAMPLE 1: If, for example, the Project were placed in service on May 1, 2025, and if from that date to December 31, the Project generated Ten Thousand Dollars and No Cents (\$10,000.00) in Residual Receipts, then a loan payment would be due by June 30, 2026, of Five Thousand Dollars and No Cents (\$5,000.00).

EXAMPLE 2: Assuming the same facts as above, if the Project generated Fifteen Thousand Dollars and No Cents (\$15,000.00) in Residual Receipts from January 1, 2026, to December 31, 2026, then a loan payment would be due on June 30, 2027, of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00).

7. Conditions Precedent to Closing. Lender shall have no obligation to fund the Loan until each of the following conditions has been satisfied to Lender's reasonable satisfaction:
 - a. There shall exist no Event of Default.
 - b. Each of the Loan Documents shall have been executed on behalf of Borrower, and the Deed of Trust and Regulatory Agreement shall have been recorded in the Official Records of Kings County.

- c. All other financing needed for the Project shall have been secured, and Borrower shall have executed or shall be prepared to execute loan documents with all other lenders for the Project.
 - d. Borrower certifies in writing that each of the representations and warranties contained in this Agreement is true and correct in all material respects.
 - e. Borrower has obtained all land use entitlements required for the Project.
 - f. Borrower shall have delivered to the County the following:
 - i. Evidence of authority of the signatory of the Loan Documents to execute the Loan Documents on behalf of Borrower.
 - ii. Copies of Borrower's formation documents.
 - iii. A certificate of status for Borrower dated within thirty (30) days of the Effective Date.
 - iv. One or more certificates of insurance demonstrating to Lender's reasonable satisfaction that Borrower maintains the policies of insurance required in **Exhibit E** of this Agreement.
 - g. The title company acting as the escrow agent for the Loan shall be prepared to issue an ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may reasonably be acceptable to Lender, and containing such endorsements as Lender may reasonably request.
8. Conditions Precedent to Distributions. Until drawn down by Borrower, Loan funds shall be maintained by Lender separate from Lender's other funds. Not more than once monthly and upon incurring costs and expenses to construct the Project, Borrower may submit a distribution request to Lender for reimbursement of such costs and expenses. Each reimbursement request shall be accompanied by the following:
- a. Borrower's written certification that the representations and warranties contained in this Agreement remain true and correct in all material respects, and that there has been no material adverse change in Borrower's financial condition that would affect Borrower's ability to comply with the Loan Documents.
 - b. Evidence to Lender's reasonable satisfaction that the expenses for which reimbursement is being sought reasonably and actually have been incurred consistent with the Project budget, which may include a copy of the relevant construction agreement, invoices, receipts, or other documentation.
 - c. Evidence that the general contractor for the Project has provided payment and performance bonds in the amount of one hundred percent (100%) of the cost of the Project or other security satisfactory to Lender, and evidence that lien releases required by the construction contract have been provided.

- d. Evidence either that the Project is not subject to payment of prevailing wages, or that the Project, the general contractor, and each subcontractor is registered with the California Department of Industrial Relations.

9. Use Restrictions.

- a. The Project shall be developed consistent with the Plans & Specifications. Any amendment to the Plans & Specifications shall be subject to approval by Lender, which Lender will not withhold, condition or delay unreasonably.
- b. Following construction of the Project and during the Term hereof, the Project shall be operated according to the Regulatory Agreement.
- c. Borrower shall comply at all times during the Term hereof with the hazardous materials provisions and other use restrictions of the Deed of Trust.
- d. Borrower shall operate the Project at all times in accordance with applicable law, including the Fair Employment and Housing Act, Government Code Section 12900 et seq. Every lease and other contract entered into in connection with the Project shall state that there shall be no discrimination in the use or operation of the Project or in the leasing, subleasing, or assignment of any unit, on any basis set forth in Government Code Section 12955.
- e. Borrower shall keep in force at all times during the Term policies of insurance meeting the requirements set forth in **Exhibit E** to this Agreement.
- f. Borrower shall comply at all times during the Term with the PLHA Program Guidelines.
- g. No Transfer of all or any portion of the Project or the Property shall occur without Lender's express written consent.

10. Representations & Warranties. Borrower hereby represents and warrants to Lender as of the date hereof that:

- a. Borrower is a duly organized California limited liability company, validly existing and in good standing with the State of California.
- b. Borrower has full power and authority to execute and deliver the Loan Documents, the satisfaction of which shall not conflict with the terms and conditions of any other agreement, judgment, or law to which Borrower or the Property is subject.
- c. The Loan Documents are valid and binding upon Borrower, and Borrower has the ability to comply therewith.
- d. Borrower has, or at the time of the recordation of the Deed of Trust and Regulatory Agreement will have, title in fee simple absolute to the Property.

- e. There are no administrative or judicial proceedings pending against Borrower or the Property or, to Borrower's actual knowledge, threatened against Borrower or the Property, that would materially adversely affect Borrower's ability to comply with the Loan Documents.
11. Recordkeeping & Audits. Borrower shall maintain records and documents relating to the Project for a period of ten (10) years or, in case of any audit or litigation relating to any record, until the audit or litigation is resolved but in no case less than ten (10) years. Records shall be sufficient to allow, at a minimum, for monitoring and reporting activities required under the Loan Documents and the PLHA Program Guidelines. Financial records shall be maintained according to generally accepted accounting principles in the United States. Borrower shall make records relating to the Project, the Property, and the Loan Documents available to both Lender and HCD upon request, subject to reasonable advance notice. From time to time, Lender may conduct audits of records relating to the calculation of Residual Receipts. If any such audit reveals that Borrower has made an underpayment of over 10% of the amount of Residual Receipts due Lender in any fiscal year, then Borrower shall reimburse Lender the reasonable costs of the audit. Otherwise, Lender shall bear all audit costs. In case of any underpayment discovered through an audit, absent any manifest errors in audits, Borrower shall immediately pay the amount due with interest thereon at the default rate set forth in the Note from the date the payment should have been paid.
12. Default. Each of the following shall constitute an Event of Default under this Agreement:
- a. Borrower's failure to pay any amount due under any of the Loan Documents following notice of default and ten (10) days to cure.
 - b. Borrower's failure to maintain any of the policies of insurance set forth in **Exhibit E** to this Agreement.
 - c. Any unauthorized Transfer of all or any part of the Project or the Property.
 - d. Borrower's breach of any other provision of this Agreement following notice of default and thirty (30) days to cure.
 - e. Borrower's breach of any of the other Loan Documents or any financing document with any third party relating to the Project, subject to cure provisions set forth therein.
 - f. An Event of Insolvency.
13. Remedies. In addition to any other remedies available under any of the Loan Documents, at law, or in equity, including, without limitation, damages or declaratory or injunctive relief, upon the occurrence of any Event of Default, Lender may seek specific performance and/or exercise any and all remedies available under the Loan Documents, including acceleration of the Loan and exercise of power of sale.
14. Indemnification. Borrower hereby agrees to hold harmless, indemnify, and defend Lender and Lender's officers, employees, agents, volunteers, and assigns (the "indemnitees") from and against any claims, liabilities, damages, causes of action, liens, fines, penalties, expenses,

and costs, including attorneys' fees and costs, of every kind or nature whatsoever ("claims"), arising from or relating to the Project, the Property, or Borrower's acts or omissions in the performance of this Agreement, excepting any claims arising from any indemnitee's gross negligence or willful misconduct.

15. Interpretation. There are no third-party intended beneficiaries of this Agreement. This Agreement shall be construed according to California law. This Agreement shall not be construed against the drafter, but instead any ambiguity shall be construed in such manner as best effectuates the objects and purposes hereof. Reference in this Agreement or any of the Loan Documents to a statute or regulation includes the statute or regulation or any successor statute or regulation, as the same may be amended or renumbered from time to time.
16. Miscellaneous.
 - a. Time is of the essence of this Agreement.
 - b. This Agreement, together with the other Loan Documents, contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements between them, whether written, oral, or implied.
 - c. This Agreement may not be assigned by either party without the other party's express written consent.
 - d. This Agreement may not be modified except in a writing signed by both parties.
 - e. No waiver of any provision of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and a waiver of any provision of this Agreement shall not be deemed to constitute a continuing waiver of that provision or any other provision hereof.
 - f. Venue for any dispute arising from this Agreement shall be proper in Kings County, California, notwithstanding Code of Civil Procedure Section 394 or any other law.
 - g. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the court is authorized and instructed to modify the same to effectuate the original intent of the parties as closely as possible.
 - h. Any notice required under this Agreement may be given to Lender at the County Government Center, to the attention of the County Administrative Officer with a copy to County Counsel. Notice may be given to Borrower at the address of the Property. Notice given by personal delivery or reputable courier shall be deemed given upon receipt. Notice by U.S. Mail, first-class postage prepaid, shall be deemed given three (3) days after deposit in the mail. Notice by electronic means shall be deemed given if receipt is acknowledged in writing by the receiving party. Notice by any other means shall not be deemed given.
 - i. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs pursuant to Civil Code Section 1717.

j. An electronic copy or other facsimile of this Agreement shall be treated as an original.

17. Execution. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may also be executed electronically.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been entered as of the Effective Date.

LENDER

BORROWER

County of Kings, a political subdivision of
the State of California

Stardust KTHA, LLC
a California limited liability company

By: _____
Doug Verboon, Chairperson
Kings County Board of Supervisors

By: Kings/Tulare Continuum of Care on
Homelessness, Inc., a California nonprofit public
benefit corporation, its Sole Member

ATTEST

By _____
Laura Catherine Purves, Co-Executive Director
E94F85623D439FCCEF01AB577BEC06EC

readysign

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM

Diane Freeman, County Counsel
133AEC3D72D4A147D17DBBFD28928C1B

readysign

APPROVED AS TO INSURANCE

Sarah Potts, Risk Manager
813BB3CAD3655817F55583489257E37C

readysign

EXHIBIT A
LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Kings, unincorporated area, described as follows:

Lots 19 20, 21 and 22 of EL RANCHO PARK, Kings County Tract No. 117, in the County of Kings, State of California, according to map thereof recorded May 23, 1956 in Book 4 at Page 100 of Licensed Surveyor Plats.

EXCEPTING THEREFROM one-half of all oil, gas, minerals and mineral rights in, under and upon said land as reserved and excepted by Walter Kelly, et al, in their Deed to Fred W. Abraham, et ux. recorded April 7, 1953 in Book 552 Page 412 of Official Records, as Document No. 3484, and as amended by Quitclaim Deed dated May 20, 1956 and recorded July 12, 1955 in Book 621 at Page 501 of Official Records, as Document No. 6987, wherein Walter Kelly, et al, released and surrendered only the surface rights to the land in said subdivision and for a distance of not more than 200 feet in depth. Said Deed further provides that nothing contained therein shall in any way be construed to prevent, hinder or delay the free and unlimited right to mine, drill, bore, operate and remove from beneath the surface of said land, at any level or levels 200 feet or more below the surface of said land for any purposes of development or removal of all oil, gas, minerals and other hydrocarbons situated therein or thereunder or producible therefrom, together with all water necessary in connection with its drilling

or mining operations thereunder.

APN: 016-052-029-000, 016-052-007-000, 016-052-008-000

EXHIBIT B
SECURED PROMISSORY NOTE

\$717,853.00

Hanford, California

January 30, 2024

FOR VALUE RECEIVED, Stardust KTHA, LLC a California limited liability company ("**Borrower**"), promises to pay to the County of Kings ("**Lender**"), Seven Hundred and Seventeen Thousand Eight Hundred and Fifty Three and 00/100 Dollars (\$717,853.00) (the "**Loan**") or so much thereof as may be advanced by Lender from time to time pursuant to the Loan Agreement referred to below.

This Secured Promissory Note (this "**Note**") has been executed and delivered pursuant to and in accordance with (i) the California Department of Housing and Community Development ("**HCD**") award of funds pursuant to the State of California Permanent Local Housing Allocation Program evidenced by that certain award announcement letter referencing Contract No. 22-PLHA-17886 addressed to Wendy Osikafo, County of Kings from Department of Housing and Community Development, dated July 06, 2023; (ii) that certain Loan Agreement dated of or about even date herewith and executed by and between Lender and Borrower (the "**Loan Agreement**"); and (iii) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated of or about even date herewith by Borrower, as trustor, and Lender, as beneficiary (the "**Deed of Trust**"). Collectively, the Note, the Loan Agreement, and that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenant, also executed of even date herewith and secured by the Deed of Trust, are referred to herein as the "**Loan Documents**."

Borrower has requested, and Lender has agreed, to loan to Borrower certain funds that Lender receives from HCD (the "**HCD Funds**"), solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of an affordable housing development (the "**Project**") on certain real property located in the City of Hanford, Kings County, California (the "**Property**").

This Note is secured by the Deed of Trust, which shall be recorded against the Property. Lender shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements contained herein, in the Loan Agreement and in the Deed of Trust.

1. PAYMENTS.

1.1. INTEREST RATE; PRINCIPAL PAYMENTS; MATURITY DATE. The Loan shall bear simple interest at the rate of one-half percent (0.5%) per annum, except during the occurrence of any event of default under any of the Loan Documents, during which time the Loan shall bear simple interest at the rate of five percent (5%) per annum. All principal and all accrued

and unpaid interest shall be fully deferred and due and payable on 55 years after construction completion (“**Maturity Date**”).

1.2. PREPAYMENT. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note; provided that, Borrower agrees that it shall not make loan principal payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, “**Senior Debt**” shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.3. MANNER OF PAYMENT. All payments of principal and interest on this Note shall be made to Lender at Kings County Human Services Agency, Attention: Fiscal Department, 1400 West Lacey Boulevard, Building #12, Hanford, California 93230 or such other place as Lender shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by Lender in writing.

2. DEFAULTS AND REMEDIES.

2.1. EVENTS OF DEFAULT. The occurrence of an Event of Default (as such term is defined in the Loan Agreement) under the Loan Agreement shall constitute an Event of Default hereunder (“**Event of Default**”).

2.2. REMEDIES. Subject to the limitations set forth in Section 12 of the Loan Agreement, upon the occurrence of an Event of Default hereunder, Lender may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due and payable regardless of any prior forbearance, (ii) exercise any and all rights and remedies available to it at law or in equity, and (iii) exercise any and all rights and remedies available to Lender under the Loan Documents, including without limitation the right to pursue nonjudicial foreclosure under the Deed of Trust. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender including, without limitation, reasonable attorneys’ fees, incurred in connection with Lender’s enforcement of this Note and the exercise of any or all its rights and remedies hereunder and all such sums shall be a part of the indebtedness secured by the Deed of Trust. The rights and remedies of Lender under this Note shall be cumulative and not alternative.

3. MISCELLANEOUS.

3.1. WAIVERS; BORROWER’S WAIVERS. No waiver by Lender of any right or remedy under this Note shall be effective unless in a writing signed by Lender. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Lender will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Lender will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of Lender to take further action without notice or demand as provided in this Note.

To the maximum extent permitted by applicable law Borrower hereby waives

presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice.

3.2. NOTICES. Any notice required or permitted to be given hereunder shall be given in accordance with Section 16(h) of the Loan Agreement.

3.3. SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect to the extent necessary to effectuate the original intent of the parties as closely as possible.

3.4. GOVERNING LAW. This Note shall be governed by the laws of the State of California without regard to principles of conflicts of laws.

3.5. PARTIES IN INTEREST. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of Lender and its successors and assigns.

3.6. SECTION HEADINGS, CONSTRUCTION; AMENDMENTS. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and Lender.

3.7. RELATIONSHIP OF THE PARTIES. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venturer of Borrower.

3.8. TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

3.9. NONRECOURSE. This Note is a non-recourse obligation of the Borrower.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

BORROWER:

Stardust KTHA, LLC

a California limited liability company

By: Kings/Tulare Continuum of Care on Homelessness, Inc.,
a California nonprofit public benefit corporation,
its Sole Member

By Laura Fisher
E94F85623D439FCCEF01AB577BEC06EC ready**sign**
Laura Catherine Purves, its Co-Executive Director

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

County of Kings Human Services Agency
1400 W. Lacey Boulevard, Building No. 8
Hanford, CA 93230

(No recording fee pursuant to
Gov. Code, §§ 6103, 27383 &
27388.1)

AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

(Sunrise Apartments)

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is made and entered into as of January 30, 2024 (the "Effective Date"), by and between the County of Kings, a political subdivision of the state of California (the "County"), and Stardust KTHA, LLC, a California limited liability company ("Developer"), with reference to the following facts:

RECITALS

- A. Developer intends to develop that certain housing development project consisting of twenty-three (23) rental units ("Units"), including a manager's Unit and twenty-two (22) Units affordable to Extremely Low-Income Households, defined below (the "Development"), to be located at 8595 Lacey Boulevard, Hanford, California, more particularly described in Exhibit A hereto (the "Property").
- B. Grant funding by the State of California Department of Housing and Community Development ("HCD") from the Permanent Local Housing Allocation Program administered by HCD (the "PLHA Program") has been awarded to the Development. The grant funds awarded by HCD with respect to the Project pursuant to the PLHA Program are referred to herein as the "HCD Funds."
- C. The Lender is authorized to loan the HCD Funds pursuant to that certain award announcement letter referencing Contract No. 22-PLHA-17866 addressed to Wendy Osikafo, County of Kings, from Department of Housing and Community Development, dated July 06, 2023.
- D. Developer has requested, and Lender has agreed, to use the HCD Funds to provide a loan to

Developer in the maximum amount of Seven Hundred Seventeen Thousand Eight Hundred Fifty-three Dollars and No Cents (\$717,853.00) (the "Loan"), subject to the terms and conditions set forth in this Agreement, solely for the purpose of reimbursing Developer for costs incurred in connection with the development of the Project. As required by PLHA Program rules, borrower has agreed to enter this agreement, as further described in that certain Loan Agreement of even date herewith between the parties.

E. Of even date herewith Developer will execute a promissory note (the "Note") evidencing the Loan. The Note and this Agreement will be secured by a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, to be executed by Developer and recorded against the Property.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the County and the Developer hereby agree as follows:

ARTICLE 1
PRELIMINARY
MATTERS

0.1 Recitals.

The foregoing Recitals are true and correct and are incorporated into this Agreement and made a part hereof by this reference.

0.2 Definitions.

When capitalized in this Agreement, the following terms shall have the following meanings:

(a) "Actual Household Size" is the actual number of persons in the applicable household.

(b) "Affordable Units" means the Units required to meet the occupancy requirements identified in Section 2.1.

(c) "Agreement" is defined in the opening paragraph.

(d) "Area Median Income" is the area median income for Kings County as published and periodically updated by the United States Department of Housing and Urban Development ("HUD"), adjusted for Actual Household Size or Assumed Household Size as specified in this Agreement.

(e) "Assumed Household Size" shall have the meaning set forth in Section 2.2 below.

(f) "County" is as defined in the opening paragraph.

- (g) "Default" is defined in Section 5.6.
- (h) "Developer" is as defined in the opening paragraph.
- (i) "Development" is defined in Recital A.
- (j) "Effective Date" is defined in the opening paragraph.

(k) "Extremely Low-Income Household" means a household with a Gross Income that does not exceed thirty percent (30%) of Area Median Income, adjusted for Actual Household Size. Notwithstanding the foregoing, if the Development has received an allocation of tax credits from TCAC, then "Extremely Low-Income Household" means a household qualifying at the thirty percent (30%) income level as determined annually by TCAC for Kings County, California.

(l) "Extremely Low-Income Rent" shall mean the maximum allowable rent for a Unit occupied by an Extremely Low-Income Household pursuant to Section 2.2 below. Notwithstanding the foregoing, if the Development has received an allocation of tax credits from TCAC, then "Extremely Low-Income Rent" means a rent as determined annually by TCAC for Extremely Low-Income Households residing in Kings County, California.

(m) "Extremely Low-Income Units" shall mean Units required to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low-Income Households.

(n) "Gross Income" has the meaning given in California Code of Regulations, Title 25, Section 6914.

(o) "HCD" is defined in Recital B.

(p) "HUD" is the United States Department of Housing and Urban Development, or successor agency thereto.

(q) "Property" is defined in Recital A.

(r) "Rent" is the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Developer which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Developer, and paid by the Tenant.

(s) "Tenant" is a household legally occupying a Unit pursuant to a valid lease with Developer.

(t) "Term" shall mean the period beginning on the Effective Date and continuing until fifty-five (55) years from the date a certificate of occupancy or equivalent approval is issued for the Development.

(u) "TCAC" means the California Tax Credit Allocation Committee.

(v) "Unit" is defined in Recital A.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

The Units listed below shall be occupied by Tenants meeting the following income requirements:

(a) Extremely Low-Income Units. Twenty-two (22) of the Units in the Development, including shall be Extremely Low-Income Units.

(b) Manager's Unit. The remaining one (1) Unit in the Development shall be a manager's unit and shall not be subject to income restrictions pursuant to this Agreement.

2.2 Allowable Rent.

(a) Extremely Low-Income Rent. Subject to the provisions of Section 2.3 below, the maximum Rent (including utility allowance) charged to Tenants of the Extremely Low-Income Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Area Median Income, adjusted for Assumed Household Size.

(b) Assumed Household Size. In calculating the allowable Rent for the Units, the following Assumed Household Sizes shall be used (except that if any federal statutes or regulations require use of alternate household size assumptions in calculating rents, such federally-mandated household size assumptions shall be used instead of the assumptions provided below):

<u>Number of Bedrooms</u>	<u>Assumed Household Size</u>
Studio	1
One	2
Two	3
Three	4
Four	5

(c) County Provision of Rents. The County shall provide the Developer with a schedule of maximum permissible rents for the Units annually, which Developer may object to only if such rents are reasonably determined to be incorrect pursuant to the terms of this Agreement. The Developer shall not charge any fee other than Rent to any Tenant of Units for any housing or other services provided by Developer.

(d) Alternate Income and Rent Determinations. If income determinations are

no longer published by HUD and/or TCAC, as applicable, or are not updated for a period of at least eighteen (18) months, the County shall provide the Developer with other income and Rent determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD and/or TCAC, as applicable.

2.3 Increased Income of Tenants.

(a) Increased Rent Upon Certification. If, upon recertification of a Tenant's income, the Developer determines that a Tenant no longer qualifies under the income category that originally qualified the Tenant for an income restricted Unit, if the Tenant's Gross Income does not exceed one hundred twenty percent (120%) of Area Median Income adjusted for Actual Household Size, then such Tenant's Rent may be increased upon at least ninety (90) days' written notice (but not sooner than the termination of such Tenant's current lease term) up to the income category for which the Tenant qualifies upon recertification (as defined in Chapter 2 of Part 1 of Division 31 of the Health and Safety Code, as the same existed as of the date first written above in the opening paragraph), not to exceed a fair market rent.

(a) Non-Qualifying Household. If, upon recertification of a Tenant's income, the Developer determines that a Tenant has an income exceeding one hundred twenty percent (120%) of Area Median Income, adjusted for Actual Household Size, then such Tenant shall be permitted to continue to occupy the Unit at the Tenant's then current Rent until the later of ninety (90) days of such notice or the termination of the Tenant's lease. Thereafter the rent shall be increased to a fair market rent.

(b) Superseding Rules. If the Development is subject to different rules than those set forth in paragraphs (a) and (b) of this section pursuant to a federal or state funding source, then paragraphs (a) and (b) shall not apply to the extent inconsistent with the rules of that funding source.

2.4 Termination of Occupancy.

Upon termination of occupancy of a Unit by a Tenant, such Unit shall be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant. In any event, Developer shall maintain the occupancy requirements set forth in Section 2.1 above, except as may be modified by Section 2.3.

2.5 Section 8 Voucher and Certificate Holders.

The Developer will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing certificate program or the Housing Choice Voucher Program under Section 8 of the United States Housing Act, or its successor. The Developer shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor shall the Developer apply or permit the application of management policies or lease provisions with respect to the Units which have the effect of precluding occupancy of Units by such prospective Tenants.

2.6 Lease Provisions.

The Developer shall use a form of Tenant lease approved by the County for the Units. The form of Tenant lease shall, among other matters:

(a) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (1) to provide any information required under this Agreement or reasonably requested by the Developer to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy of the Units in accordance with the standards set forth in this Agreement, or (2) to meet applicable income qualification requirements as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification;

(b) be for an initial term of not less than one (1) year. After the initial year of tenancy, the lease may be month to month by mutual agreement of the Developer and the Tenant, however the Rent may not be raised more often than once every twelve (12) months after such initial year. The Developer will provide each Tenant with at least sixty (60) days' written notice of any increase in Rent applicable to such Tenant, and with such further notice as may be required by Section 2.3 above;

(c) prohibit subleasing of the Unit, contain nondiscrimination provisions, and include the Tenant's obligation to inform the Developer of any need for maintenance or repair;

(d) include reasonable rules of conduct consistent with California law; and

(e) allow termination of the tenancy only for good cause, including serious or repeated violation of the terms and conditions of the rental agreement, violations of applicable federal, state, or local law, or other good cause.

2.7 Security Deposits.

Any security deposits collected by Developer or Developer's agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

ARTICLE 3 **INCOME CERTIFICATION AND REPORTING**

3.1 Tenant Selection Plan.

Ninety (90) days before leasing the Development, the Developer shall provide the County, for its review and approval, the Developer's written tenant selection and affirmative marketing plan for marketing the Affordable Units within the Development. Upon receipt of the marketing plan, the County shall promptly review the marketing plan and shall approve or disapprove it within thirty (30) days after submission. If the marketing plan is not approved, the Developer shall submit a revised marketing plan within thirty (30) days. The County will approve the marketing plan if the

County determines, in its reasonable discretion, that the marketing plan is consistent with this Agreement, the County's priority ranking policies, state and federal fair housing laws, and other applicable policies and legal requirements.

3.2 Income Certification.

The Developer will obtain, complete, and maintain, immediately prior to initial occupancy and annually thereafter, income certifications for each Tenant renting any of the Affordable Units. Developer shall make a good faith effort to verify that the income statement provided by an applicant or Tenant is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain the three (3) most current savings and checking account bank statements; (e) obtain an income verification form from the applicant's current employer; (f) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (g) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of Tenant income certifications shall be made available to the County upon request. If requested by the Developer, the County will perform income certifications on the Developer's behalf; provided, however, that the County may charge the Developer a fee for this service.

3.3 Annual Report to County.

The Developer shall provide any information reasonably requested by the County in connection with the Development. In particular, the Developer shall provide the County with annual reports required by this Regulatory Agreement, including but not limited to reports regarding the Development's rent and occupancy levels. Without limitation, the Developer shall provide the County no later than the sixtieth (60th) day after the close of each calendar year following the effective date of this Agreement, an occupancy report including: (i) the verified income of each Tenant occupying one of the Affordable Units, (ii) the current Rents charged each such Tenant, including for utilities, and (iii) the date tenancy commenced for each such Unit. The County may also request at any time copies of any and all income certifications prepared by the Developer pursuant to Section 3.2, including any supporting documentation.

3.4 Records.

The Developer shall maintain complete, accurate and current records pertaining to the Affordable Units, and shall permit any duly authorized representative of the County or HCD to inspect records, including but not limited to records pertaining to income and household size of Tenants and Rent charged Tenants, upon reasonable prior notice during normal business hours. All Tenant lists, applications and waiting lists relating to such Units shall at all times be kept separate and identifiable from any other business of the Developer and shall be maintained as required by the County, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the County. The Developer shall retain copies of all records subject to this section for a minimum of two (2) years. The County shall notify Developer of any records it deems insufficient. Developer shall have fifteen (15) calendar days after the receipt of such a notice

to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer shall begin to correct the deficiency within fifteen (15) days and correct the deficiency within thirty (30) days, or as otherwise agreed by County if a longer time period is reasonably required.

3.5 On-site Inspection.

The County shall have the right to perform on-site inspections of the Development, including the Affordable Units, as is reasonably required to ensure compliance with this Agreement, but in any case at least once per year. The Developer agrees to cooperate in such inspection(s). If County desires to inspect the interior of any Units, County shall give Developer sufficient notice to allow Developer to give seventy-two (72) hours' notice to Tenants.

ARTICLE 4
OPERATION OF THE DEVELOPMENT

4.1 Residential Use; No Short-Term Rental.

The Affordable Units shall be used only for residential purposes, and no part of the Units shall be operated as transient housing in which the term of occupancy is less than thirty (30) days.

4.2 Taxes and Assessments.

Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.3 Property Maintenance.

Developer will maintain the Property in compliance with all applicable laws, and in a good, clean, safe, and sanitary condition so as to avoid waste or nuisance conditions. Developer shall not maintain the Affordable Units to a lower standard than the other Units within the Development.

4.4 Management.

The Developer is responsible for all management functions with respect to the Units, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County shall have no responsibility over management of the Units. The Development shall at all times be managed by a management agent with demonstrated knowledge and experience in operating housing

development projects with income restricted units. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. The Developer shall cooperate with the County in such reviews.

ARTICLE 5
MISCELLANEOU
S

5.1 Nondiscrimination.

There shall be no unlawful discrimination against, or segregation of, nor denial of the benefits of this Agreement to, any person or group of persons in the leasing, use, or occupancy of the Units, on the basis of race, color, ancestry, national origin, religion, creed, age, disability (mental and physical), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military or veteran status, or any other basis forbidden by federal, state, or local law.

5.2 Term.

The provisions of this Agreement shall apply to the Property for the entire Term. This Agreement shall bind any successor, heir, or assign of the Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County.

5.3 Notice of Expiration of Term.

At least six (6) months prior to the expiration of the Term the Developer shall provide by first-class mail, postage prepaid, a notice to all Tenants in Affordable Units containing the anticipated date of the expiration of the Term and any anticipated Rent increase upon the expiration of the Term. In addition, Developer shall comply, as applicable, with all requirements set forth in California Government Code Sections 65863.10 and 65863.11 or successor provisions and all other requirements of State and federal law.

5.4 Covenants to Run with the Land.

The County and the Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement, said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument,

unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

5.5 Indemnification.

(a) To the fullest extent permitted by law, the Developer shall indemnify, defend at its own expense, and hold the County and its elected and appointed officials, officers, employees, agents, independent contractors, successors, and assigns in their official capacity (collectively "indemnitees") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and Development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the indemnitees.

(b) The provisions of this Section shall survive the expiration of the Term.

5.6 Enforcement by the County.

If the Developer fails to perform any obligation under this Agreement ("Default"), and fails to cure the Default within thirty (30) days after the County has notified the Developer in writing of the Default, or, if the Default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, or such longer period as approved by the County, in writing, the County shall have the right to bring an action at law or in equity to compel the Developer's performance of its obligations under this Agreement, and/or for damages. The parties agree that any Rents received by Developer in excess of Rents allowed under this Agreement for any of the Affordable Units shall be the Property of the County and shall be held in trust by Developer for the benefit of the County, to be immediately due and payable to the County for deposit into the County's affordable housing fund.

5.7 Attorneys' Fees and Costs.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

5.8 Recording and Filing.

The County and the Developer shall cause this Agreement, and all amendments and supplements to it, to be recorded in the official records of the County of Kings.

5.9 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of California. Venue shall be proper in the County of Kings.

5.10 Interpretation.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions. This Agreement shall not be construed against the drafter. There are no third-party intended beneficiaries of this Agreement.

5.11 Waiver of Requirements.

No waiver of the requirements of this Agreement shall occur unless expressly waived by the County in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or Default of Developer or to pursue any remedy permitted under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Developer shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

5.12 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the official records of the County of Kings.

5.13 Notices.

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Developer: Stardust KTHA, LLC
1900 N/ Dinuba Blvd, Suite G
Visalia, CA 93291

County: Human Services Director
1400 W. Lacey Blvd, Bldg. 8
Hanford, CA 93230

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section.

5.14 Severability.

Should any provision of this Agreement prove to be invalid or illegal, the court is authorized and instructed to modify the same to effectuate the original intent of the parties to the extent possible. It is agreed and understood that the paramount purpose for which the parties have entered into this Agreement is to protect the long-term affordability of the Affordable Units.

5.15 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signatures on following page. All signatures must be notarized.]

IN WITNESS WHEREOF, the County and the Developer have executed this Agreement by duly authorized representatives, as of the Effective Date.

COUNTY

DEVELOPER

County of Kings, a political subdivision of the State of California

Stardust KTHA, LLC
a California limited liability company

By: _____
Doug Verboon, Chairperson
Kings County Board of Supervisors

By: Kings/Tulare Continuum of Care on Homelessness, Inc., a California nonprofit public benefit corporation, its Sole Member

ATTEST

By _____
Laura Catherine Purves
Laura Catherine Purves, its Co-Executive Director
E94F85623D439FCCEF01AB577BEC06EC

readysign

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM

Diane Freeman

Diane Freeman, County Counsel
133AEC3D72D4A147D17DBBFD28928C1B

readysign

EXHIBIT D

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO**

Human Services Director
1400 W. Lacey Blvd., Bldg. 8
Hanford, CA 93230

**NO RECORDING FEE PURSUANT
TO GOVERNMENT CODE SECTIONS
6103, 27383, & 27388.1**

SPACE ABOVE LINE FOR
RECORDER'S USE ONLY

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE
FILING
(SUNRISE APARTMENTS)**

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made this 21 day of NOVEMBER 2023, among the Trustor Stardust KTHA, LLC, a California limited liability company (the "Owner"), whose address is 8595 Lacey Boulevard, City of Hanford, California; Placer Title Company, whose address is 7700 N Palm Ave #101 Fresno, CA 93711 ("Trustee"), and the County of Kings, a political subdivision of the State of California (the "County"), as Beneficiary.

The Owner, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys, and assigns to Trustee, in trust, with power of sale, the property located in the City of Hanford, State of California, described in the attached Exhibit "A" (the "Property");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether the same are, or shall be attached to said building or buildings in any manner; and all of the foregoing, together with the Property, is herein referred to as the "Security."

To have and to hold the Security together with acquittances to the Trustee, its successors, and assigns forever;

TO SECURE to the County the performance of the covenants and agreements of Owner contained in that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants executed by and between the Owner and the County of even date herewith (the "Deed Restrictions");

TO SECURE to the County the payment of all sums due under that certain Promissory Note executed by the Owner for the County's benefit of even date herewith (the "County Note"); and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of owner herein contained.

OWNER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. Owner's Estate. Owner is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that other than this Deed of Trust, the Security

is encumbered only by (a) the deed of trust executed by Owner in connection with a loan made to Owner by the City of Hanford (the "First Lender"), securing a promissory note executed by Owner in favor of the First Lender ("First Lender Note"), in the approximate amount of \$1,576,708 and awarded in or around November 2022 from Community Development Block Grant funds, to assist in the purchase and/or development of the Property; (b) the Deed Restrictions; and (c) any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the County's interest in the Security (collectively "Permitted Exceptions"). Owner agrees to defend the County's right, title, and interest in the Security from all claims against it other than those of the owners or holders of Permitted Exceptions. (As used in this Deed of Trust, the term "First Lender" shall also include all successors and assigns of the First Lender.)

2. Payment of Amounts Due. Owner will promptly pay to the County, when and if due all amounts due under the County Note and the Deed Restrictions.

3. Deed Restrictions. Owner will observe and perform all the covenants and agreements of the Deed Restrictions.

4. Charges; Liens. Owner will pay all taxes, assessments and other charges, fines, and impositions attributable to the Security which may become a lien against the Property, by Owner making any payment, when due, directly to the payee thereof. Upon request by the County, Owner will promptly furnish to the County all notices of amounts due under this paragraph. In the event Owner makes payment directly, Owner will promptly discharge any lien that attaches to the Property unless consented to by the County; provided, that Owner will not be required to discharge any lien described in this paragraph so long as Owner posts bonds or other security sufficient to protect the County's interest in the Security, and agrees in writing to the payment of the obligation secured by such lien in a manner acceptable to the County, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. Hazard Insurance. Owner will keep the Security insured against fire and other hazards as described in that certain Loan Agreement between the County and Owner of even date herewith. If the Security is in a flood plain, Owner shall also obtain flood insurance.

The insurance carrier providing this insurance shall be an admitted insurer in the State of California and shall be chosen by Owner subject to approval by the County.

All insurance policies and renewals thereof will be in a form acceptable to the County and will include a standard mortgagee clause with standard lender's endorsement in favor of the County and in a form acceptable to the County. The County shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Owner shall promptly furnish to the County, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices, and all receipts of paid premiums. In the event of loss, Owner will give prompt notice to the insurance carrier and the County or its designated agent. The County, or its designated agent, may make proof of loss if not made promptly by Owner. The County shall receive thirty (30) days' advance notice of cancellation of any insurance policies required under this section.

Unless the County and Owner otherwise agree in writing, insurance proceeds, subject to the rights of the First Lender, will be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the Security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the Security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay any amounts due under the Deed Restrictions and County Note, with the excess, if any, paid to Owner. If the Security is abandoned by Owner, or if Owner fails to respond to the County, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Owner that the insurance carrier offers to settle a claim for insurance benefits, the County, or its designated agent, is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Security or to pay amounts due under the Deed Restrictions and County Note.

If the Security is acquired by the County, all right, title and interest of Owner in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the County to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the First Lender.

6. Preservation and Maintenance of Security. Owner will keep the Security in good repair and in a neat, clean, sanitary, and orderly condition, as required under the Deed Restrictions and will not commit waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section 6, and if the Owner has not cured such condition within thirty (30) days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

7. Protection of the County's Security. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the County's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the County, at the County's option, upon notice to Owner, may make such appearances, disburse such sums, and take such action as it determines necessary to protect the County's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Security to make repairs.

Any amounts disbursed by the County pursuant to this paragraph, with interest thereon, will become an indebtedness of Owner secured by this Deed of Trust. Unless Owner and County agree to other terms of payment, such amount will be payable upon notice from the County to Owner requesting payment thereof and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the County to incur any expense or take any action hereunder.

8. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the Security; provided, however, that the County will give Owner reasonable notice of inspection.

9. Forbearance by the County Not a Waiver. Any forbearance by the County in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the County will not be a waiver of the County's right to require payment of any amounts secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

11. Hazardous Materials. Owner shall keep and maintain the Property (including, but not limited to soil and ground water conditions) in compliance with all, and shall not cause or permit the Property to be in violation of any, Hazardous Materials Law. Owner shall not do, nor allow anyone else to do, anything affecting the Security that is in violation

of any Hazardous Materials Law. The preceding two sentences shall not apply to the presence, use, or storage on the Security of small quantities of Hazardous Materials that are generally recognized to be appropriate to normal residential uses and to maintenance of the Security.

"Hazardous Material " shall mean (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated byphenyls, flammable, explosive, radioactive, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance, or material defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," "toxic materials," "toxic waste," "toxic substances," or words of similar import under any Hazardous Materials Law.

"Hazardous Materials Law" shall mean any federal, state, or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

Owner shall promptly give County written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Security and any Hazardous Material or Hazardous Materials Law of which Owner has actual knowledge ("Hazardous Material Claims").

Without the County's prior written consent, which shall not be unreasonably withheld, the Owner shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's reasonable judgment, impair the value of the Security; provided, however, that the County's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event the Owner shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) the Owner will or may be subjected to civil or criminal sanctions or

penalties if it fails to take a required action; (iii) the Owner establishes to the reasonable satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the Security; or (iv) the action has been agreed to by the County.

12. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the County and Owner subject to the provisions of this Deed of Trust.

13. Agreement Running with the Land. This Agreement shall run with the land and be binding on subsequent owners thereof, notwithstanding that any transfer of the Security without the County's express written consent or without first discharging all the obligations secured hereby shall constitute a breach hereof.

14. Joint and Several Liability. All covenants and agreements of Owner shall be joint and several.

15. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Owner provided for in this Deed of Trust will be given by certified mail, addressed to Owner at the address shown in the first paragraph of this Deed of Trust; and (b) any notice to the County will be given by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personally delivered with a delivery receipt, to Human Services Director, County of Kings, 1400 W. Lacey Blvd., Bldg. 8, Hanford, CA 93230, or to such other address as the County may designate by notice to Owner as provided above. Notice shall be effective as of the date received by County as shown on the return receipt.

16. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

17. Severability. Should any provision of this Deed of Trust prove to be invalid or illegal, the court is authorized and instructed to modify the same to effectuate the original intent of the parties to the extent possible. It is agreed and understood that the paramount purpose for which the parties have entered this Deed of Trust, the Deed Restrictions, and the County Note is to protect the long-term affordability of the Property.

18. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

19. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against, or segregation of a person or of a group of persons on account of, race, color, ancestry, national origin, religion, creed, age, disability (mental and physical), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military or veteran status, or any other basis forbidden by federal, state, or local law, in the sale, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Property. The foregoing covenant shall run with the land.

20. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands, and agrees that the relationship between Owner and County is solely that of two separate parties in an arm's length transaction, and that County neither undertakes nor assumes any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Security or any other matter. County owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have, or assign any right or action against County for any loss, damage, or other matter arising out of or resulting from any condition of the Security and will hold County harmless from any liability, loss or damage for these things.

IN GRANTING THIS RELEASE OF LIABILITY, OWNER EXPRESSLY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, THE BENEFITS OF CIVIL CODE SECTION 1542, WHICH STATES THAT:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

OWNER'S INITIALS:



21. Indemnity. Owner agrees to defend, indemnify, and hold County and its elected and appointed officers, employees, volunteers, agents, independent contractors, successors, and assigns, harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that County may incur as a direct or indirect consequence of:

(a) Owner's failure to perform any obligations as and when required by the Deed Restrictions, the County Note (subject in all instances to Section 3.9 of the Note), and this Deed of Trust;

(b) The failure at any time of any of Owner's representations or warranties to be true and correct in any material respect;

(c) Owner's failure to maintain the Property at all times in a neat, clean, safe, and sanitary condition; or

(d) The presence of Hazardous Materials on, in, under, or emanating from the Property.

Owner's obligations under this Section shall survive the termination of this Deed of Trust.

22. Acceleration; Remedies. Upon Owner's breach of any covenant or agreement of Owner in the Deed Restrictions, the County Note, or this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, subject to any right to any notice and cure rights provided under the Deed Restrictions, the County Note, this Deed of Trust, or applicable law, the County, at the County's option, may: (a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; (b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and,

notwithstanding the continuance in possession of the Security, the County shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (d) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924 et seq., as amended from time to time; or (e) exercise all other rights and remedies provided herein, in the instruments by which the Owner acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

The County shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

23. Owner's Right to Reinstate. Notwithstanding the County's acceleration of the sums secured by this Deed of Trust, Owner will have the right to have any proceedings begun by the County to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Owner pays County all sums which would be then due under this Deed of Trust and Owner cures all breaches of any other covenants or agreements of Owner contained in the Deed Restrictions or this Deed of Trust; (b) Owner pays all reasonable expenses incurred by County and Trustee in enforcing the covenants and agreements of Owner contained in the Deed Restrictions or this Deed of Trust, and in enforcing the County's and Trustee's remedies, including, but not limited to, reasonable attorneys' fees; and (c) Owner takes such action as County may reasonably require to assure that the lien of this Deed of Trust, County's interest in the Security, and Owner's obligation to perform the obligations and pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

24. Due on Transfer of the Property. Upon a transfer of the Property or any interest in it other than a lease of a unit authorized by the Deed Restrictions or any transfer authorized by the County, the County shall require immediate payment in full of all sums secured by this Deed of Trust.

25. Reconveyance. Upon payment of all sums secured by this Deed of Trust and following the expiration of the Term of the Deed Restrictions, County will request Trustee to

reconvey the Security and will surrender this Deed of Trust, the County Note, and the Deed Restrictions to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

26. Substitute Trustee. The County, at the County's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

27. Superiority of First Lender Documents. Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure and no notice of default was recorded against the Property by such holder in connection therewith, this Deed of Trust shall automatically terminate upon such acquisition of title, only if: (i) the County has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period (which requirement shall be satisfied by recordation of a notice of default under California Civil Code Section 2924); and (ii) the County shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

28. Request for Notice. Owner requests that copies of the notice of default and notice of sale be sent to Owner at the address set forth in Section 15 above.

IN WITNESS WHEREOF, Owner has executed this Deed of Trust as of the date first written above.

OWNER:

LAURA CATHERINE PURVES

(Type Owner's Name)

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 Tulare

On the November 21st, 2023 before me, Sandra N Cisneros Santoyo a Notary Public, personally appeared Laura Catherine Purves who 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 capacity(ies), 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 and official seal.

Signature: [Handwritten Signature]

Name: Sandra N Cisneros Santoyo

(Typed or Printed)



(Seal)

EXHIBIT E
INSURANCE REQUIREMENTS

1. Borrower shall maintain in effect at all times during the Term the following policies of insurance:
 - Property insurance covering the Project and the Property in form appropriate for the nature of the Property, covering all risks of loss for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to Lender, naming Lender as a loss payee, as interests may appear. Notwithstanding the foregoing, earthquake insurance shall be optional, and flood insurance shall be obtained if required by applicable federal regulations.
 - Commercial General Liability (CGL) covering bodily injury, personal injury, and property damage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.
 - 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, non-owned, and hired vehicles used in connection with this Agreement.
 - Workers Compensation as required by law.
2. Lender and its officers, employees, agents, volunteers, successors, and assigns shall be named as additional insureds on the required CGL and Automobile policies.
3. Borrower shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.
4. Borrower shall cause each of the insurance policies to be endorsed to provide Lender with thirty (30) days' prior written notice of cancellation. Lender is not liable for the payment of premiums or assessments on any insurance policies. Cancellation provisions in an insurance policy will not be construed in derogation of the continuing duty of Borrower to maintain the insurance policies during the Term.
5. Borrower shall ensure its general contractor provides insurance that, at a minimum, meets the same requirements as set forth above, except that in lieu of property insurance the general contractor shall provide a suitable policy of builder's risk insurance. The general contractor shall ensure that subcontractors provide CGL and Automobile policies of insurance that, at a minimum, meet the same requirements set forth above.



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 30, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: KINGS COUNTY HANFORD AND LEMOORE LIBRARIES REMODEL PROJECT

SUMMARY:

Overview:

The Public Works Department is recommending 4Creeks, Inc., through the Request for Proposal (RFP) process, to prepare the Plans, Specifications, & Estimate (PS&E) for the Hanford and Lemoore Libraries remodel project. Proposals submitted by various consulting firms were ranked, with 4Creeks, Inc. ranking first based on their project understanding, professional presentation, and previous success with similar work.

Recommendation:

- a. Approve the Agreement with 4Creeks, Incorporated to prepare a Plans, Specifications, and Estimate package for the Hanford and Lemoore Libraries remodel project;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The project is funded primarily through the California State Library – Building Forward Infrastructure Grant. The consultant fees are a total of \$1,317,000, with \$1,037,700 (including optional tasks) being funded through the infrastructure grant and \$279,300 being funded through Library Contingencies. There is no impact to the General Fund. The project will be expended out of Budget Unit 700000 and was included in the Fiscal Year 2023-24 Adopted Budget.

BACKGROUND:

In March of 2022, the Kings County Library submitted two applications for the California State Library – Building Forward Infrastructure Grant. Both applications seek to update the existing infrastructure at the

(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

KINGS COUNTY HANFORD AND LEMOORE LIBRARIES REMODEL PROJECT

January 30, 2024

Page 2 of 2

Hanford and Lemoore Libraries. The project in general seeks to update fire systems, Heating, ventilation, and air conditioning (HVAC) systems, plumbing and electrical systems, and address any Americans with Disabilities Act (ADA) concerns within each building. On October 19, 2022, the California State Library notified the Kings County Library of the intent to award the Building Forward grants for both the Hanford and Lemoore Branch Libraries. On July 25, 2023, the Public Works Department advertised the need for Architectural Design Services for the design of requested improvements. The department received two proposals from design firms. After ranking, 4Creeks, Inc. was determined as the top ranked consultant. The department's intent with the project is to use the funds from the grant to cover the design and construction of the Library's life safety and critical maintenance infrastructure needs, which are the only items allowed and covered by the grant. Library contingency funds will be used to cover those items which are not grant eligible but are desired by the Library to be completed at the time of the remodel in an effort for cost savings with the scale and scope of the project.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR
SERVICES**

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2024, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and 4Creeks, Inc., a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, County has requested qualifications for consulting services to prepare Plans, Specifications, and Estimate (PS&E) package for the remodel of the Hanford and Lemoore Branch Libraries performed to the satisfaction of the County and the State of California ("State"); and

WHEREAS, Consultant's response indicates that it possesses the professional qualifications, relevant experience, and demonstrated competence to provide these consulting services; and

WHEREAS, Consultant is ready, willing, and able to perform these consulting services;

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONSULTANT

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

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

By submitting final documents for approval by County, Consultant represents that said documents are accurate. Consultant will be responsible to the County for the professional quality, adequacy, and completeness of the services, studies, and reports provided, and represents that such services, studies and reports will be suitable for the intended purposes.

Consultant will perform the services provided in this Agreement in a manner consistent with the professional skill and care ordinarily exercised by the expert members of the engineering profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible Consultant or its engineer shall sign and seal reports, plans, specifications, estimates and engineering data furnished by him/her.

Final plans shall be provided to the County in hardcopy and in electronic format using AutoCAD version 2016 or later. Final report shall be provided in hardcopy and in electronic format using Microsoft Word and or Excel. Other electronic files shall be in electronic format using industry standard software.

All work performed and billed to County by Consultant shall be grant eligible in accordance with the Per Capita funding requirements, unless otherwise directed by County in writing.

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

3. COMPENSATION

Consultant shall bill on a time and materials basis up to its usual and customary rates for public agencies and for reimbursable expenses reasonably and actually incurred, up to a maximum not-to-exceed amount of One Million Three Hundred Seventeen Dollars and No Cents (\$1,317,000). Consultant's fee estimates are set forth in **Exhibit B** hereto. Consultant shall not be entitled to nor receive from the County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**. For greater clarity, **Exhibit B** comprises **Exhibit B-1** and **Exhibit B-2**. The not-to-exceed amount above includes amounts that are both grant-funded and non-grant-funded, as further set forth in **Exhibits B-1** and **B-2**. It also includes amounts for optional tasks, which the County in its absolute discretion may or may not engage Consultant to perform. In case the optional tasks are not performed by Consultant, the not-to-exceed amount set forth above shall be reduced by the amounts set

forth in **Exhibits B-1** and **B-2** for optional tasks.

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

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

4. TERM

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms. Time is of the essence in this Agreement. Consultant shall not commence performance of work or services until this Agreement has been fully executed by both parties and the County has issued a Notice to Proceed. The services as set forth in **Exhibit A** will commence within five (5) days of Consultant's receipt of County's written Notice to Proceed. The Schedule of Work is detailed in **Exhibit A**.

5. RECORDS AND INSPECTIONS.

Consultant shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. The County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to the County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the Consultant and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

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

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

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of five (5) days to cure the breach. If the breach is not remedied within that five(5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

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

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

8. INSURANCE

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

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and

agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

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

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

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

County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Consultant may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gas for five (5) years after the termination of this Agreement or any extension of this Agreement.

B. Insurance shall to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Consultant to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services: When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault between Consultant and

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

B. All Other Services: Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or sub-consultants of Consultant.

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

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

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent, officer, or employee of the County. The parties mutually understand and agree this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Consultant 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.*

Consultant understands and agrees that the work performed under this Agreement

may be subject to prevailing wage as set forth in the California Labor Code. Consultant further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof including registering with and submitting certified payrolls to the Department of Industrial Relations for compliance monitoring pursuant to Labor Code section 1725.5.

Consultant is advised that onsite work will be subject to Labor Code section 1774, and Consultant shall comply fully with all applicable requirements of that statute, as well as all associated rules and regulations of the Department of Industrial Relations or other state agency implementing Labor Code section 1774.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Consultant warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Consultant shall employ or retain no such person while rendering services under this Agreement. Services rendered by Consultant's associates or employees shall not relieve Consultant from personal responsibility under this clause. Consultant has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Consultant 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, or any other protected basis.

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

15. SUBCONTRACTORS

Consultant shall include the following provisions in any and all agreements between Consultant and any sub-consultants: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, Section, and 14 Nondiscrimination. Services under this Agreement are deemed to be personal services. Consultant warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

County

County of Kings
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

Consultant

Matthew Ainley, PE
Principal-in-Charge
324 S. Santa Fe
Visalia, CA 93292

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

23. NO THIRD-PARTY BENEFICIARIES.

Unless otherwise specifically stated within this Agreement, the County and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

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

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

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.

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

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

25. AUTHORITY

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

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

COUNTY

COUNTY OF KINGS, a political subdivision of the State of California

By: _____
Doug Verboon, Chairperson
Kings County Board of Supervisors

CONSULTANT

4CREEKS, INC., a California corporation


By: _____
Randy Wasnick
CEO

By: _____
Cody Smith
CFO

ATTEST

Clerk of the Board of Supervisors

APPROVE AS TO INSURANCE

 01/08/2024
Risk Manager

APPROVED AS TO FORM


County Counsel

Exhibits

Exhibit A: Scope of Work

Exhibit B-1: Compensation Schedule (Hanford)

Exhibit B-2: Compensation Schedule (Lemoore)

Exhibit A Scope of Work

Purpose: The County has received grant funds through the California State Library Building Forward Grant, to use in connection with library infrastructure remodel programs for the Hanford and Lemoore public libraries. These remodel programs are intended to be generally as described in RFP No. 2024-08, dated July 25, 2023 (the “RFP”), on-file with the County, including with the grant applications attached to the RFP as Appendix C.

Deliverables: Consultant shall provide professional services in connection with the projects described above, to the reasonable satisfaction of the County’s Public Works Director or designee. Except as otherwise inconsistent with this Agreement or the reasonable directions of the County’s Public Works Director or designee, Consultant’s services shall be performed consistently with Consultant’s proposal in response to the RFP, dated on or about August 24, 2023.

In addition to the design of the facilities, Consultant or appropriate representative shall attend all necessary public and private meetings and make presentations, including presentations to the County Board of Supervisors, as necessary. Three (3) community outreach meetings for each branch are anticipated. Any sub-consultants required to perform services shall work directly for Consultant, and Consultant shall be responsible for directing and coordinating their work.

Services shall be performed in the following phases:

Phase 1 (Conceptual/Schematic Design): During this phase, Consultant will meet with County staff, including Public Works and Public Library staff to receive their input. Consultant will conduct an initial Schematic Design/Scope work session. Based on the input received, Consultant will then develop a schematic design. The schematic design documents shall incorporate the information gathered through existing information and site measurements and shall represent the scale and relationship of the project components. These documents shall be used to determine areas, area relationships, volume, or other units necessary to calculate the project requirements. At a minimum, this will include the following:

1. Space plan including area square feet calculations
2. ADA analysis
3. Architectural drawings (site plan, floor plans, sections, elevations)
4. Proposed material boards (material samples, color strike offs, renderings, perspectives)
5. Preliminary landscaping and parking plans
6. Minimum of three (3) renderings or a 3D or physical model depicting overall look and feel of building and interior
7. Estimated project construction cost.

The County anticipates three (3) design planning meetings during this phase, in addition to

presentations to the Board of Supervisors and Planning Commission at this or later phases. Based on input, Consultant will incorporate changes to the design and present the final schematic design to the County Board of Supervisors.

Phase 2 (Design Development): Upon approval of the schematic design by the County, Consultant shall update all schematic design documents, including estimated project construction cost, and prepare design development documents consisting of drawings and other necessary documents which describe the size and character of the interior design, the appropriate engineering for the project and all other systems and components which are appropriate for the building. Detailed architectural drawings, including floor plans, elevations, sections, and schedules (windows, finish, etc.) shall be provided at 60% and 90% completion phases. Consultant shall provide recommendations for furniture, fixtures, equipment and layout. Consultant shall prepare outline specifications, including an index and technical sections. Consultant shall conduct a meeting with the County team to review all documents.

Phase 3 (Construction Documentation): Upon approval of the design development documents by the County, Consultant shall update all the design development documents, and prepare the construction documents. These documents shall include plans and specifications that in detail set forth the requirements for construction. Consultant shall provide all drawings and specifications, including but not limited to civil, landscape, architectural, structural, plumbing, HVAC, electrical, an index, and construction documents. Structural, mechanical, and electrical calculations and energy analysis shall be included. Consultant shall provide a Letter of Assurance attesting that the documents are complete and ready to bid. Consultant will have the construction drawings signed and stamped by a design professional, prepare the required documents for Public Bid by qualified General Contractors, and lead the County team in submitting these documents for all permit applications and in obtaining the permits.

Phase 4 (Bidding): Consultant (with the County's input) shall prepare a complete set of Bidding Documents for Public Bid. Consultant shall be responsible for preparing any clarifications or addendums during the bidding process. The County shall arrange for the distribution of the construction documents to the general contractors during the bidding process. Consultant shall assist the County in the review and evaluation of the bids, if requested by the County. Architect and consultants shall attend pre-bid conferences and site visits with potential bidders, as requested. NOTE: This is an optional task and shall not proceed without written authorization from the County.

Phase 5 (Construction): Consultant shall provide Construction Services, such as issuing ASIs, responding to RFIs, attending construction meetings, and reviewing Pay Applications. Consultant shall conduct a comprehensive punch list to ensure all construction tasks are completed, and assist with closeout documentation. NOTE: This is an optional task and shall not proceed without written authorization from the County.

Additional Notes:

- (1) A material goal of this Agreement is to ensure that the projects are designed consistently with all applicable federal and state disability access laws, including, without limitation, the Americans with Disabilities Act and its implementing regulations and design standards.
- (2) All work shall, at all times, comply with applicable State, Federal, and local laws and requirements.
- (3) Project scope as defined in the deliverables above is not inclusive and must also include any and all items of work as stated in Articles I, II, and III of the RFP.

Schedule: So that the County meets its grant requirement to complete the projects no later than March 31, 2026, the design services under this Agreement shall be completed by September 2024, subject to Section 17 of this Agreement.

Exhibit B-1
Compensation Schedule (Hanford)

Hanford Library Cost Estimate (Grant Funded)

Schematic Design			
Survey	4Creeks	Detailed Topo Survey of site	7,800
Architecture	4Creeks	Schematic Design Updates	29,400
Mechanical /Plumbing	Glumac	Narrative and Field Verification	23,900
Electrical	Glumac	Schematic Design	10,300
Structural	4Creeks	Analysis of Structure	4,200
Landscape	Wood	Schematic Site Plan	7,000
Civil	4Creeks	Schematic Site Plan	6,200
Low Voltage / Security	Strategic Ind.	Schematic Design	7,400
Cost Estimating	4CG	Order of Magnitude	4,000
		TOTAL	100,200
Design Development			
Architecture	4Creeks	60% Set and outline specs	44,200
Geotechnical (Move to DD)	Krazen	Soils Investigation	6,200
Mechanical /Plumbing	Glumac	60% Set and outline specs	35,200
Electrical	Glumac	60% Set and outline specs	15,000
Structural	4Creeks	60% Set and outline specs	14,000
Landscape	Wood	60% Set and outline specs	5,200
Civil	4Creeks	60% Set and outline specs	16,100
Fire Protection	Johnson Fire	60% Set	1,200
Low Voltage / Security	Strategic Ind.	60% Set and outline specs	9,100
Cost Estimating	4CG	60% Cost Estimate	4,200
		TOTAL	150,400*
Construction Documents			
Architecture	4Creeks	Final Plans and Specifications	62,400
Mechanical /Plumbing	Glumac	Final Plans and Specifications	50,700
Electrical	Glumac	Final Plans and Specifications	21,800
Structural	4Creeks	Final Plans and Specifications	27,300
Landscape	Wood	Final Plans and Specifications	8,500
Civil	4Creeks	Final Plans and Specifications	25,200
Fire Protection	Johnson Fire	Final Plans	2,200
Low Voltage / Security	Strategic Ind.	Final Plans and Specifications	10,200
Cost Estimating	4CG	90% and 100% Cost Estimate	8,400
		TOTAL	216,700*
Permitting			
Plan Check Review	-	Hourly Not to Exceed	6,000
		TOTAL	6,000
Bidding			
Bidding Assistance (Optional)	-	Hourly Not to Exceed	10,000
		TOTAL	10,000
Construction Admin			
RFI and Submittal Review, etc. (Optional)	-	Hourly Not to Exceed	80,000
		TOTAL	80,000
TOTAL GRANT FUNDED HANFORD COST ESTIMATE			\$563,300

Hanford Library Cost Estimate (Non-Grant Funded)

Schematic Design			
Architecture	4Creeks	Schematic Design Updates	12,600
		TOTAL	12,600
Design Development			
Architecture	4Creeks	60% Set and outline specs	23,800
Mechanical /Plumbing	Glumac	60% Set and outline specs	19,000
Electrical	Glumac	60% Set and outline specs	8,200
Structural	4Creeks	60% Set and outline specs	7,600
Landscape	Wood	60% Set and outline specs	2,800
Civil	4Creeks	60% Set and outline specs	8,700
Low Voltage / Security	Strategic Ind.	60% Set and outline specs	4,900
		TOTAL	75,000*
Construction Documents			
Architecture	4Creeks	Final Plans and Specifications	33,600
Mechanical /Plumbing	Glumac	Final Plans and Specifications	27,300
Electrical	Glumac	Final Plans and Specifications	11,700
Structural	4Creeks	Final Plans and Specifications	14,700
Landscape	Wood	Final Plans and Specifications	4,500
Civil	4Creeks	Final Plans and Specifications	13,600
Low Voltage / Security	Strategic Ind.	Final Plans and Specifications	5,400
		TOTAL	110,800*
Permitting			
Plan Check Review	-	Hourly Not to Exceed	1,000
		TOTAL	1,000
Bidding			
Bidding Assistance	-	Hourly Not to Exceed	2,000
(Optional)		TOTAL	2,000
Construction Admin			
RFI and Submittal Review, etc.	-	Hourly Not to Exceed	5,000
(Optional)		TOTAL	5,000
TOTAL NON-GRANT FUNDED HANFORD COST ESTIMATE			\$206,400

Exhibit B-2
Lemoore Compensation Schedule

Lemoore Library Cost Estimate (Grant Funded)

Schematic Design			
Survey	4Creeks	Detailed Topo Survey of site	7,800
Architecture	4Creeks	Schematic Design Updates	22,400
Mechanical /Plumbing	Glumac	Narrative and Field Verification	15,500
Electrical	Glumac	Schematic Design	6,700
Structural	4Creeks	Analysis of Structure	2,200
Landscape	Wood	Schematic Site Plan	5,000
Civil	4Creeks	Schematic Site Plan	3,800
Low Voltage / Security	Strategic Ind.	Schematic Design	5,800
Cost Estimating	4CG	Order of Magnitude	4,000
		TOTAL	73,200
Design Development			
Architecture	4Creeks	60% Set and outline specs	33,600
Mechanical /Plumbing	Glumac	60% Set and outline specs	28,100
Electrical	Glumac	60% Set and outline specs	12,100
Structural	4Creeks	60% Set and outline specs	10,100
Landscape	Wood	60% Set and outline specs	5,000
Civil	4Creeks	60% Set and outline specs	14,800
Fire Protection	Johnson Fire	60% Set	1,200
Low Voltage / Security	Strategic Ind.	60% Set and outline specs	8,800
Cost Estimating	4CG	60% Cost Estimate	4,200
		TOTAL	117,900*
Construction Documents			
Architecture	4Creeks	Final Plans and Specifications	60,800
Mechanical /Plumbing	Glumac	Final Plans and Specifications	40,600
Electrical	Glumac	Final Plans and Specifications	17,400
Structural	4Creeks	Final Plans and Specifications	14,400
Landscape	Wood	Final Plans and Specifications	13,000
Civil	4Creeks	Final Plans and Specifications	28,800
Fire Protection	Johnson Fire	Final Plans	2,200
Low Voltage / Security	Strategic Ind.	Final Plans and Specifications	11,700
Cost Estimating	4CG	90% and 100% Cost Estimate	8,400
		TOTAL	197,300*
Permitting			
Plan Check Review	-	Hourly Not to Exceed	6,000
		TOTAL	6,000
Bidding			
Bidding Assistance (Optional)	-	Hourly Not to Exceed	10,000
		TOTAL	10,000
Construction Admin			
RFI and Submittal Review, etc. (Optional)	-	Hourly Not to Exceed	70,000
		TOTAL	70,000
TOTAL GRANT FUNDED LEMOORE COST ESTIMATE			\$474,400

Lemoore Library Cost Estimate (Non-Grant Funded)

Schematic Design			
Architecture	4Creeks	Schematic Design Updates	5,600
		TOTAL	5,600
Design Development			
Architecture	4Creeks	60% Set and outline specs	8,400
Mechanical /Plumbing	Glumac	60% Set and outline specs	7,100
Electrical	Glumac	60% Set and outline specs	3,000
Structural	4Creeks	60% Set and outline specs	2,500
Low Voltage / Security	Strategic Ind.	60% Set and outline specs	2,200
		TOTAL	23,200*
Construction Documents			
Architecture	4Creeks	Final Plans and Specifications	15,200
Mechanical /Plumbing	Glumac	Final Plans and Specifications	10,100
Electrical	Glumac	Final Plans and Specifications	4,300
Structural	4Creeks	Final Plans and Specifications	3,600
Low Voltage / Security	Strategic Ind.	Final Plans and Specifications	2,900
		TOTAL	36,100*
Permitting			
Plan Check Review	-	Hourly Not to Exceed	1,000
		TOTAL	1,000
Bidding			
Bidding Assistance (Optional)	-	Hourly Not to Exceed	2,000
		TOTAL	2,000
Construction Admin			
RFI and Submittal Review, etc. (Optional)	-	Hourly Not to Exceed	5,000
		TOTAL	5,000
TOTAL NON-GRANT FUNDED LEMOORE COST ESTIMATE			\$72,900

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
Capital Outlay	Building Projects	Lemoore Library	200000	700000	94108	72,900
Capital Outlay	Building Projects	Hanford Library	200000	700000	94109	206,400
					TOTAL	279,300

Funding Sources:

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Capital Outlay	Building Projects	Transfer In	200000	700000	89000	279,300
					TOTAL	279,300

(B) Budget Transfer:

Transfer From:

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
Library	Library	Contingencies	300100	990200	99000	279,300
					TOTAL	279,300


Transfer To:

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
Library	Library	Transfer Out	300100	620000	96000	279,300
					TOTAL	279,300

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

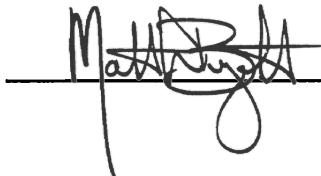
Auditor Approval _____

Department Head _____



CAO Approval _____

Board Approval _____





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2024

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: BUREAU OF JUSTICE ASSISTANCE BYRNE DISCRETIONARY
COMMUNITY GRANT PROGRAM

SUMMARY:

Overview:

Congressman David Valadao's office solicited community project applications from its constituents in March 2023. The County submitted a public safety project to purchase additional patrol vehicles within Kings County. Congress selected this project for funding and the County was invited to apply for the Bureau of Justice Assistance (BJA) Fiscal Year (FY) 23 Byrne Discretionary Community Grant program. The County applied and was awarded \$234,000 to purchase additional marked patrol vehicles.

Recommendation:

- a. **Accept funding to participate in the Bureau of Justice Assistance Fiscal Year 23 Byrne Discretionary Community Grant program for the purchase of additional patrol vehicles;**
- b. **Approve the purchase of four marked patrol vehicles from the Fleet Fund;**
- c. **Adopt the budget change. (4/5 vote required)**

Fiscal Impact:

The purchase of the four marked patrol vehicles would be made from the Fleet fund. The purchase is estimated at \$280,000, however vehicle prices fluctuate often. For this reason, the Sheriff's Office requests the purchase not to exceed \$300,000. The BJA FY23 Byrne Discretionary Grant program will reimburse the County Fleet Fund for \$234,000. Any additional costs over the grant award amount will be reimbursed to the Fleet Fund from the Sheriff Contingency Fund. There is no impact to the General Fund for this purchase.

BACKGROUND:

The Department of Justice – Office of Justice Programs (OJP) is authorized to distribute funds to support

(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

BUREAU OF JUSTICE ASSISTANCE BYRNE DISCRETIONARY COMMUNITY GRANT PROGRAM

January 30, 2024

Page 2 of 2

community projects designated for funding in the Consolidated Appropriations Act, 2023 (Public Law 117-328) to improve the functionality of the criminal justice system, prevent or combat juvenile delinquency, and assist victims of crime (other than compensation). The funds shall be used for approved projects and in the amounts specified within the Public Law. There were 194 total awards with a total award amount of \$172,766,000.

In March 2023, the County submitted a public safety project to Congressman Valadao's office to be considered by Congress. Congress selected this project for funding and the County was invited to apply for the BJA FY23 Byrne Discretionary Community Grant program. In the summer of 2023, the County then had to complete an application within JustGrants, the federal grant system, to be formally awarded.

After completing the application, Kings County's community project for additional patrol vehicles was selected for funding of \$234,000. The funds will be used to purchase four new patrol vehicles to increase public safety within Kings County.

The grant program award documents have been reviewed and approved by County Counsel as to form.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		KINGS COUNTY 1400 W LACEY BLVD	
City, State and Zip:		HANFORD, CA 93230	
Recipient UEI:		MHSYMZNMZB1	
Project Title: Kings County Sheriff's Office Patrol Vehicle Replacement		Award Number: 15PBJA-23-GG-00069-BRND	
Solicitation Title: BJA FY 23 Invited to Apply- Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program			
Federal Award Amount: \$234,000.00		Federal Award Date: 8/10/23	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: E			
Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 7/1/23		Project Period End Date: 6/30/24	
Budget Period Start Date: 7/1/23		Budget Period End Date: 6/30/24	
Project Description:			
<p>The proposed project would be to purchase additional patrol vehicles for the Kings County Sheriff's Office. In recent years, Covid-19 has impacted the length of time it takes to acquire a patrol vehicle and the cost has increased significantly. Kings County is a small rural county with a limited general fund budget. Although the county is small, it is home to three state prisons and the third largest gaming casino in the state of California. Public safety is a top priority of the Kings County Board of Supervisors, but the limited general funds for the annual budget restrict the amount of equipment and vehicles that can be purchased annually to adequately patrol all areas of the county. Purchasing additional patrol vehicles would allow the Sheriff's Office to increase the amount of deputies on shift, which would benefit the overall public safety of the entire county. The service area for these vehicles would be all areas of Kings County and would benefit the entire population of Kings County (approximately 150,000 residents). Additional patrol would also allow the Sheriff's Office to operate in a more efficient manner when it comes to maintenance of vehicles. The overall goal of the project would be to increase public safety throughout the entire county.</p>			

Award Letter

August 10, 2023

Dear Cassandra Bakker,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by KINGS COUNTY for an award under the funding opportunity entitled 2023 BJA FY 23 Invited to Apply- Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. The approved award amount is \$234,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

KINGS, COUNTY OF

UEI

MHSYMZNMZB1

Street 1

1400 W LACEY BLVD

Street 2

City

HANFORD

State/U.S. Territory

California

Zip/Postal Code

93230

Country

United States

County/Parish

Province

Award Details

Federal Award Date

8/10/23

Award Type

Initial

Award Number

15PBJA-23-GG-00069-BRND

Supplement Number

00

Federal Award Amount

\$234,000.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority

Pub. L. No. 117-328, 136 Stat 4459, 4542-4543; 28 USC 530C

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

2023 BJA FY 23 Invited to Apply- Byrne Discretionary
Community Project Funding/Byrne Discretionary Grants
Program

OJP

Program Office

BJA

Application Number

GRANT13806624

Grant Manager Name

Fadumo Tahlil

Phone Number

[202-598-9805](tel:202-598-9805)

E-mail Address

Fadumo.Tahlil@usdoj.gov

Project Title

Kings County Sheriff's Office Patrol Vehicle Replacement

Performance Period Start

Date

07/01/2023

Performance Period End Date

06/30/2024

Budget Period Start Date

07/01/2023

Budget Period End Date

06/30/2024

Project Description

The proposed project would be to purchase additional patrol vehicles for the Kings County Sheriff's Office. In recent years, Covid-19 has impacted the length of time it takes to acquire a patrol vehicle and the cost has increased significantly. Kings County is a small rural county with a limited general fund budget. Although the county is small, it is home to three state prisons and the third largest gaming casino in the state of California. Public safety is a top priority of the Kings County Board of Supervisors, but the limited general funds for the annual budget restrict the amount of equipment and vehicles that can be purchased annually to adequately patrol all areas of the county. Purchasing additional patrol vehicles would allow the Sheriff's Office to increase the amount of deputies on shift, which would benefit the overall public safety of the entire county. The service area for these vehicles would be all areas of Kings County and would benefit the entire population of Kings County (approximately 150,000 residents). Additional patrol would also allow the Sheriff's Office to operate in a more efficient manner when it comes to maintenance of vehicles. The overall goal of the project would be to increase public safety throughout the entire county.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1

Total

Personnel

\$0	\$0
Fringe Benefits	
\$0	\$0
Travel	
\$0	\$0
Equipment	
\$234,000	\$234,000
Supplies	
\$0	\$0
Construction	
\$0	\$0
SubAwards	
\$0	\$0
Procurement Contracts	
\$0	\$0
Other Costs	
\$0	\$0
Total Direct Costs	
\$234,000	\$234,000
Indirect Costs	
\$0	\$0
Total Project Costs	
\$234,000	\$234,000
Spacer	
Federal	
Non-Federal	

Year1

\$234,000

\$0

Spacer

\$234,000

\$0

Budget Totals

	Total	Percentage
Total Project Cost	\$234,000	
Federal Funds	\$234,000	100.00~symbolPlaceholder~
Non-Federal Amount	\$0	0.00~symbolPlaceholder~
Match Amount	\$0	0.00~symbolPlaceholder~
Program Income	\$ 0	

0.00~symbolPlaceholder~

Empty Space

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number

(regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this

award.

6

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient

at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

7

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

13

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

14

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

16

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of

federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among

other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

33

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

34

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

35

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

37

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

38

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and

Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

43

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

45

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

46

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

47

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

48

Byrne Discretionary - Withholding of funds: Disclosure of lobbying

The recipient may not expend or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued an Award Condition Modification (ACM) to remove this award condition.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	7/27/23 10:46 AM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Fiscal Analyst

Name of Authorized Entity Official

Cassandra Bakker

Signed Date And Time

12/4/2023 1:21 PM

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
Fleet Fund	Public Works	Patrol Vehicles	500100	925600	94010	\$300,000
					TOTAL	\$300,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Fleet Fund	Public Works	Revene Transfer in	500100	925600	89000	\$300,000
					TOTAL	\$300,000

(B) Budget Transfer:

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

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

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

To approve the purchase of four marked patrol units from the Fleet Fund. Purchase will be reimbursed by the BJA FY23 Byrne Discretionary Grant program in the amount of \$234,000 and any additional actual costs will be reimbursed by Sheriff Contingency Fund.

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 30, 2024

SUBMITTED BY: Veterans Services Office - Scott Holwell/Codi Pennington

SUBJECT: FISCAL YEAR 2023-2024 COUNTY SUBVENTION PROGRAM AND MEDI-CAL
COST AVOIDANCE PROGRAM CERTIFICATES OF COMPLIANCE

SUMMARY:

Overview:

As in years past, approval is required for the subvention allocation certification forms from the California Department of Veteran’s Affairs. This provides a process for a portion of the allocation made to the California Department of Veteran’s Affairs by the federal government to come to local governments, in order to reimburse counties for some of the cost of operations of the local county veterans services office (CVSO).

Recommendation:

Approve the Certificate of Compliance for the County Subvention Program and the Certificate of Compliance for the Medi-Cal Cost Avoidance Program with the California Department of Veteran’s Affairs.

Fiscal Impact:

These funds are reflected in the Fiscal Year (FY) 2023-2024 Kings County Final Budget, in Budget Unit 203100, in the amount of \$140,000. The funding source is federal funds, passed through the State General Fund, through allocations from the California Department of Veteran’s Affairs.

BACKGROUND:

The Subvention Certificate of Compliance the Board is being asked to approve is in accordance with the State’s charge to make contributions to counties toward compensation and expenses of their County Veterans Services Office, according to Military and Veterans Code Sections 972 and 972.1 (a State General Fund Expenditure) and Section 972.2 (a Special Fund Expenditure). In this form, the Board also certifies that Kings County has appointed a veteran to serve as the local Veterans Service Officer according to California Code.

(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

FISCAL YEAR 2023-2024 COUNTY SUBVENTION PROGRAM AND MEDI-CAL COST AVOIDANCE PROGRAM CERTIFICATES OF COMPLIANCE

January 30, 2024

Page 2 of 2

This Officer will administer the provisions of the Military and Veterans Code. Claim processing duties and other functions of the office are enumerated. The requirement for an annual audit is stipulated. A special reference to the authority for the County Veterans Service Officer to actively participate in the Vehicle License Plate Program is mentioned in the required certificate.

The Medi-Cal Cost Avoidance Program again requires the County to have appointed a Veterans Service Officer. The program, authorized by Military and Veterans Code Section 972.5, is designed to benefit the Department of Health Services or realize cost avoidance to the Medi-Cal program. Eligibility Workers generate a Form MC-05 (Veterans Benefit Referral) indicating the applicant's Welfare Aid Code on the face of the form. All monies received under this agreement must be allocated to and spent on the salaries and expenses of the County Veterans Services Office.

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
 SACRAMENTO, CALIFORNIA 95814
 Telephone: (800) 952-5626



Annual Subvention Certificate of Compliance Fiscal Year 2023/2024

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that _____ County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

 Chair, County Board of Supervisors
 (or other County Official authorized
 by the Board to act on their behalf)

 Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
 SACRAMENTO, CALIFORNIA 95814
 Telephone: (800) 952-5626



**Annual Medi-Cal Cost Avoidance Certificate of Compliance
 Fiscal Year 2023/2024**

I certify that _____ County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

 Chair, County Board of Supervisors
 (or other County Official authorized
 by the Board to act on their behalf)

 Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO



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 30, 2024

SUBMITTED BY: Administration – Kyria Martinez/Megan Vega
SUBJECT: 2024 STATE AND FEDERAL LEGISLATIVE PLATFORM
SUMMARY:

Overview:

On January 23, 2024, staff presented the 2024 State and Federal Legislative Platform documents to the Board, which outlined several topics of importance and influence on the County, the region, and the state. The document has been prepared in final format for the Board’s consideration.

Recommendation:

Approve the State and Federal Legislative Platform for calendar year 2024.

Fiscal Impact:

There are sufficient budgeted funds to distribute this document. Revenue generation for the County is a goal of the document; however, the amounts of available funding for outlined projects/issues/programs have not been determined.

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 decisions 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 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.



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 30, 2024

SUBMITTED BY: Administration – Kyria Martinez/Megan Vega
SUBJECT: REALLOCATION OF ASSIGNED FUND BALANCE

SUMMARY:

Overview:

On August 31, 2021, \$900,000 was reallocated from contingencies to assigned fund balance for the purpose of automation replacement. The automation replacement projects intended with this funding have been completed using other revenue sources. It is recommended to reallocate the assigned fund balance for automation replacement to the Information Technology Internal Service Fund for the purpose of funding hardware through the Technology Refresh Program.

Recommendation:

Approve the reallocation of \$900,000 of Assigned Fund Balance – Automation Replacement in Fund 100000 to the Information Technology Internal Service Fund in Fund 500200 and reassign it as Assigned Fund Balance – Refresh Program Hardware for the use of funding hardware through the Technology Refresh Program.

Fiscal Impact:

There is no additional fiscal impact outside of moving the funds to the Information Technology Department.

BACKGROUND:

The Technology Refresh Program is used to purchase technology hardware for employees on a cycle based on the useful life of the equipment. The Information Technology Department will purchase new equipment annually for those items that have reached the end of their useful life. Equipment included in this program are desktops, laptops, and monitors.

(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

REALLOCATION OF ASSIGNED FUND BALANCE

January 30, 2024

Page 2 of 2

Currently lease schedules under a Master Lease Agreement with Dell are used to finance these purchases which result in approximately \$200,000 cost per year. The lease schedules include current interest rates as of the time of the agreement, lease time periods, and terms. The interest rates on the current schedules vary approximately from 3.5 – 7 percent. The costs for the lease schedules including interest rates are charged back to the departments based on the equipment purchased on their behalf.

The General Fund currently has an Assigned Fund – Automation Replacement in the amount of \$900,000 that was approved by the Board on August 31, 2021. The projects slated for these funds including Office 365 and multifactor authentication have been implemented without the use of this funding source. It is recommended that these funds be repurposed for the use of financing the Technology Refresh Program and remove the need to finance through the Dell Master Lease Agreement.

The funds will be transferred into the Information Technology Internal Service Fund. The resulting increase to the net position will be designated for Technology Refresh hardware only. No projects or purchase(s) shall be made outside the Technology Refresh Program with these funds. Information Technology will continue to charge back departments for their refresh costs using a reasonable interest rate and term to ensure that the net position continues to grow in accordance with estimable inflation to protect the balance from depletion.



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 30, 2024

SUBMITTED BY: Administration –Kyria Martinez

SUBJECT: KINGS COMMUNITY ACTION ORGANIZATION PASS THROUGH AGREEMENT

SUMMARY:

Overview:

In early 2021, House and Senate announced the return of congressional earmarking. The practice allows lawmakers to secure funding for key projects in their home states/districts via the federal appropriations process. Administration has been bringing forward a priority list of projects to be adopted by the Board annually. Last year in 2023, staff brought forward both Federal and State priorities to be approved for submission. Staff received guidance from the House and Senate Appropriations Committees for submissions on Federal Earmarks but there was no formal process for State budget requests. The State has notified the County that \$1,000,000 was awarded to Kings County through the California Assembly Bill (AB) 102 Budget Act of 2023.

Recommendation:

- a. Approve the pass through funding agreement with Kings Community Action Organization for the food bank and housing project;
- b. Authorize the Human Services Director as the Authorized Payee Representative for the acceptance of the Funds;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

In the Budget Act of 2023 (AB 102), the Legislature appropriated One Million Dollars (\$1,000,000) to be allocated by the State Department of Social Services to the County, to pass-through to Kings Community Action Organization for the food bank and housing center project. The funds will be deposited into budget unit 111000 and transferred to KCAO.

BACKGROUND:

On February 28, 2023 staff presented priorities submitted by Departments. There were two projects submitted. The Board approved the submittal of those two earmark projects through the federal earmark project funding

(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

KINGS COMMUNITY ACTION ORGANIZATION PASS THROUGH AGREEMENT

January 30, 2024

Page 2 of 3

submission and through the State Budget earmark project funding requests through State representatives. The county has not received a formal response on the Federal earmark submission however, the County did receive notice from the California State Department of Social Services that Kings County was approved \$1,000,000 for the Kings Community Action Organization Food Bank and Housing. The funding was approved via California Assembly Bill 102 Budget Act of 2023. Typically when a state budget allocation is designated to a nonprofit or other non-government organization the California Department of Finance will officially distribute the money through a local government entity, city, county, school district, etc. in this case Kings County since it's the local government entity. Additionally, the State is requesting a Payee Data Record form to be submitted.

Historically, the County has received funding through the State Budget Act for one time funding of various projects. Administration solicited projects from all County Departments for an earmark requests in early 2023. Administration brought forward the proposed project which was a joint effort from the Human Services Agency and the Kings Community Action Organization. The proposed project was approved by the Board to be submitted as a \$2 million project, however the State funded only \$1,000,000. The project was presented as followed:

Food Bank, Centralized Kitchen, Emergency Shelter and Housing Navigation Center

According to recent community needs assessments, food insecurity continues to rank as a pressing need for individuals and families in Kings County and the number of homelessness has increased over the past ten years from 203 to 313 individuals. Kings Community Action Organization (KCAO) operates the only food bank in Kings County. KCAO has identified a high level need to develop and expand their food bank operations and serve the homeless population. KCAO proposes to meet this identified need by establishing a multi-service campus to administer a full range of coordinated programs designed to have a measurable impact on poverty while ensuring safety and basic human needs are met.

Kings Community Action Organization (KCAO) operates the only food bank in Kings County, serving two million pounds of food annually to over 13,000 Kings County residents. Programs under the KCAO Food Bank include: USDA Commodities Distribution, Holiday Food Baskets, Emergency Food Baskets, Summer Food Program, and the Backpack Food Project. KCAO's services have significantly expanded in response to the COVID-19 pandemic and historic high inflation rates.

KCAO has identified the need to expand and develop a Service Center that would house an expanded Food Bank, Centralized Kitchen for meal prep for preschool and senior meal programs, Housing Navigation services and a Low barrier shelter. The expansion would provide the opportunity to address the community's concerns regarding the growing homeless population. The proposed construction of a multiple-services campus would address high-level community needs for both food and housing disparities for individuals and families, while also providing an opportunity for job training/work experience for shelter clients in the area of kitchen support, warehousing, maintenance, landscaping, etc. KCAO's proposal would be to construct a 65,000 square foot building that includes:

- 42,500 square feet of dry and cold storage space for the primary purpose to store food resources. The space would also be used to store diapers for monthly distribution, PPE supplies to combat health outbreaks, emergency disaster supplies, and storage space for supplies and materials used for other KCAO programs like weatherization and early childhood education programs.

Agenda Item

KINGS COMMUNITY ACTION ORGANIZATION PASS THROUGH AGREEMENT

January 30, 2024

Page 3 of 3

- 2,500 square feet of space dedicated to a centralize kitchen. The centralize kitchen would be used to prepare daily meals for 760 preschool children, children enrolled in the Summer Food Program, homeless children and adults using the KCAO Barbara Saville Shelter, and future opportunities to serve seniors as part of the Meals on Wheels Program. The centralize kitchen could also be used by our Nutrition Education program as a test kitchen and hold cooking classes for families using Cal Fresh benefits.
- 5,000 square feet of office space for approximately 20 KCAO staff involved in the Food Bank Program, Nutrition Education Program, and Head Start Child Development Food Service. Being located in one office environment would strengthen collaboration between KCAO departments.
- 15,000 square feet for a congregate emergency shelter and housing navigation center. The designated space would be design to shelter 150-200 individuals at one time, provide meal services, counseling services, job training to support food bank and meal preparation services, office space for community resources, restrooms, showers, and pet boarding.
- Total project cost \$15,260,000 to construct and \$1.5 million to operate on an annal basis.

In late 2023, the State reached out to County staff requesting to submit Payee Data Record form in order for the County to receive the funds. Since the County is being considered as the pass through entity the County is requesting an agreement with Kings Community Action Organization for the funds. The agreement has been approved by Counsel as to form and by the Kings Community Action Organization Executive Director.

PASSTHROUGH FUNDING AGREEMENT

This Passthrough Funding Agreement (this "Agreement") is entered as of _____, 202_ (the "Effective Date"), between the County of Kings, a political subdivision of the State of California (the "County") and Kings Community Action Organization, Incorporated, a California nonprofit public benefit corporation ("KCAO"), with respect to the following facts:

- A. According to recent community needs assessments, food insecurity continues to rank as a pressing need for individuals and families in Kings County, and the rate of homelessness has increased over the past decade.
- B. KCAO operates the only food bank in Kings County. KCAO has identified a high level need to develop and expand their food bank operations and serve the homeless population. KCAO proposes to meet this identified need by establishing a multi-service campus (the "Service Center") to administer a full range of coordinated programs designed to have a measurable impact on poverty while ensuring safety and basic human needs are met.
- C. In the Budget Act of 2023 (AB 102), the Legislature appropriated One Million Dollars (\$1,000,000) to be allocated by the State Department of Social Services ("DSS") to the County to pass-through to KCAO for the Service Center. This amount is hereinafter referred to as the "Appropriation" and represents a significant contribution to the overall anticipated cost of the Service Center, which may exceed Fifteen Million Dollars (\$15,000,000).
- D. Upon the County's execution of STD 204 (Payee Data Record), DSS intends to distribute the Appropriation to the County, and the County desires to pass the Appropriation through to KCAO subject to the terms and conditions of this Agreement.
- E. Final plans for the Service Center will be subject to available funding. Therefore, any environmental review of the proposed Service Center at this phase would be speculative. The California Environmental Quality Act ("CEQA") does not require an agency to speculate about the potential direct or indirect environmental effects of projects, and the County's action in passing through funds appropriated by the Legislature is not discretionary in nature. As such, in approving this Agreement, the County's Board of Supervisors finds that the County's entry into this Agreement and subsequent distribution of the Appropriation is exempt from review under CEQA, pursuant to CEQA Guidelines Sections 15061(b)(3) and 15268, and that none of the circumstances stated in CEQA Guidelines Section 15300.2 applies.

- F. In approving this Agreement, the County's Board of Supervisors also finds that the passing through of the Appropriation to KCAO is in the public interest.
- G. Labor Code Section 1720 defines a "public work" as "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds." The use of the Appropriation to construct the Service Center therefore qualifies such construction (including certain predevelopment activities) as a "public work" within the meaning of Section 1720. The Labor Code requires that workers employed in the execution of a public work, as defined in Section 1720, be paid prevailing wages specified by the State Department of Industrial Relations.
- H. As used in this Agreement, the design, construction, operation, and maintenance of the Service Center are referred to collectively as the "Project". The protection of the County and its taxpayers from liability in connection with the Project is the paramount purpose of this Agreement (this Agreement's "Paramount Purpose").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. As soon as practicable following the Effective Date, the County shall file a Notice of Exemption, pursuant to CEQA Guidelines Section 15062, in connection with the approval of this Agreement and the making of the Appropriation.
- 3. The County shall disburse the Appropriation to KCAO upon the occurrence of the following conditions precedent:
 - a. Thirty-five (35) days shall have passed following the filing of the Notice of Exemption referred to in Section 2, above;
 - b. DSS shall have disbursed the Appropriation to the County; and
 - c. Within the time set forth in Paragraph (a), above, no Claims (defined below) shall have been filed against the County in connection with this Agreement or the Project, unless the County waives this condition subject to agreement between the parties in consultation with DSS.
- 4. In consideration of the Appropriation, KCAO shall:

- a. Comply with all applicable federal, state, and local laws in connection with the Project, including Labor Code Section 1774 and applicable nondiscrimination laws.
 - b. Indemnify, hold harmless, and defend the County and its officers, employees, agents, and assigns (the "Indemnitees") from and against any and all claims, liabilities, damages, liens, judgments, penalties, fines, or costs (including attorneys' fees and costs) (collectively, "Claims") of any kind or nature whatsoever arising from the Project, excepting any Claims arising from an Indemnitee's own gross negligence or willful misconduct. Without limiting the generality of the foregoing, KCAO's obligations under this Paragraph include the indemnification and defense of the Indemnitees for any and all CEQA Claims arising in connection with the Project. The obligations of this Paragraph shall survive termination of this Agreement.
 - c. Obtain and maintain in place insurance policies of any kind or nature that it reasonably determines necessary to insure its ability to meet its indemnification and defense obligations including, at a minimum, by maintaining throughout the term of the Project a policy of Commercial General Liability insurance covering bodily injury, personal injury, and property damage with minimum limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate. The Indemnitees shall be named as additional insureds on such policy using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, and the policy shall be obtained from an admitted carrier rated by A.M. Best Co. as A:VII or higher. The construction contract for the Service Center shall require that the Indemnitees be named as additional insureds under any policies of insurance required under the construction contract. This Paragraph shall not be construed in any manner whatsoever to limit KCAO's obligations under Paragraph (b).
 - d. Refund the Appropriation to the County should the Service Center not be constructed or if County is under any legal obligation to refund the same to DSS or any other agency or entity, unless such obligation arises from the County's sole negligence or willful misconduct. In case the Service Center is not constructed, the Appropriation may be used by KCAO for another purpose only if approved by the County's Board of Supervisors and the Legislature.
5. The term of this Agreement shall continue throughout the term of the Project.

6. The parties hereto are independent contractors, and neither party is the agent or principal of the other.
7. There are no third-party intended beneficiaries of this Agreement.
8. This Agreement shall not be construed against its drafter, but instead any ambiguity shall be construed liberally in furtherance of this Agreement's Paramount Purpose.
9. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
10. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties as closely as possible.
11. Neither party shall assign this Agreement without the written consent of the other party, but this Agreement shall inure to the benefit of KCAO's successors and assigns without regard to any failure to obtain consent to an assignment. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing signed by both parties.
12. This Agreement shall be construed according to California law, notwithstanding conflicts of law principles. Venue for this Agreement shall be proper in Kings County, notwithstanding Code of Civil Procedure Section 394 or any other law.
13. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs pursuant to Civil Code Section 1717.
14. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto.

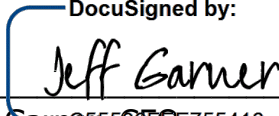
[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

COUNTY

By: _____
Richard Valle, Chairperson of the Board of Supervisors

KCAO

DocuSigned by:

By: _____
Jeff Garner, CEO

ATTEST

By: _____
Clerk of the Board

APPROVED AS TO FORM

By: Diane Freeman
County Counsel

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

County of Kings

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

1400 West Lacey Blvd

CITY, STATE, ZIP CODE

Hanford CA 93230

E-MAIL ADDRESS

Wendy.Osikafo@co.kings.ca.us

Section 2 – Entity Type**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST****CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**9 4 - 6 0 0 0 8 1 4**Section 4 – Payee Residency Status** (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

Wendy Osikafo

TITLE

Human Services Director

E-MAIL ADDRESS

Wendy.Osikafo@co.kings.ca.us

SIGNATURE**DATE****TELEPHONE** (include area code)

559-852-2200

Section 6 – Paying State Agency**Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.