

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, September 17, 2024
Time: 9:00 a.m.
Place: BOARD of SUPERVISORS CHAMBERS, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ [website: https://www.countyofkingsca.gov](https://www.countyofkingsca.gov)

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m9ab9001d13add5d5642ded6572914777>

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https://youtube.com/live/tpDSqo_AtXw?feature=share

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Lori Niles – Hanford-Laton Church of the Nazarene
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 September 10, 2024.
- B.** Approval of the minutes from the regular meeting for September 10, 2024.

IV. CONSENT CALENDAR

A. Agricultural Department:

- 1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Bulk Citrus Program effective October 1, 2024 through September 30, 2025.
- 2. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program effective October 1, 2024 through September 30, 2025.
- 3. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the enforcement of laws and regulations pertaining to industrial hemp cultivation in Kings County retroactively effective from July 1, 2024, through June 30, 2026.

B. Behavioral Health Department:

- 1. Consider approving the grant award Agreement with Tulare County Superintendent of Schools for the Friday Night Live program retroactively effective from July 1, 2024 through June 30, 2025.

C. District Attorney's Office:

- 1. Consider authorizing the District Attorney's Office to submit a grant application with the California Office of Emergency Services for the Victim Witness Assistance Grant Program for the performance period of October 1, 2024 through September 30, 2025.

D. Job Training Office:

- 1. Consider approving the closeout documents to conclude the Workforce Innovation and Opportunity Act Subgrant.

E. Public Health Department:

- 1.
 - a. Consider approving a third amendment with the California Department of Public Health for Women, Infants and Children program funding effective September 17, 2024 through September 30, 2025;
 - b. Adopt a Resolution authorizing the Director of Public Health to execute and submit all necessary grant documents;
 - c. Adopt the budget change. **(4/5 vote required)**

F. Public Works Department:

- 1. Consider authorizing the Public Works Director to sign the Funds Disbursement Request, the Title Acceptance Form, and the Escrow Closing Documents for the acquisition of additional right of way from Ruben S. Thorbus and Linda M. Thorbus, Mary Donita Hansen, and Monica A. Barcenas for a traffic signalization project at 17th Avenue and Houston Avenue.
- 2.
 - a. Consider approving the Construction Contract Change Order No. 4 with Ardent General, Inc., for the Kings County Fire Department Fire Station No. 5 – Partial Remodel project;
 - b. Authorize the Public Works Director to sign Change Order No. 4.



CONSENT CALENDAR Continued

G. Administration:

1. Consider approving Kings County Local Agency Formation Commission's response to the Grand Jury report titled, "Kings County Local Agency Formation Commission's Policies and Procedures Manual and Municipal Service Reviews for Cities and Community Districts Need Updating" as the Board's response.
2. Consider approving the letter to the Governor requesting the veto of Assembly Bill 884 regarding state-mandated election accessibility requirements.
3. Consider appointing one new member to the Child Abuse Prevention Coordinating Council.

V.

REGULAR CALENDAR

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

1. a. Consider approving the Agreement with Mental Health Systems, Incorporated for adult specialty mental health services, housing supportive services, and court treatment services effective October 1, 2024 through June 30, 2027;
- b. Adopt the budget change. **(4/5 vote required)**

B. Human Services Agency – Wendy Osikafo/Christopher Narez

1. a. Consider adopting a Resolution that allows for the transfer of ownership of Sunrise Apartments to Kings Community Action Organization, Incorporated;
- b. Approve the Subordination Agreement with Stardust KTHA, LLC and the City of Hanford requiring that any potential repayment of project funds for Homekey first be paid to the California Department of Housing and Community Development before City and County grant funds are repaid.

C. Job Training Office – Julieta Martinez/Laura Magana/Cobi Revious

1. a. Consider approving the Agreement with the Tulare County Workforce Investment Board for training and other workforce services as part of the Good Jobs Challenge Project provided by the Kings County Job Training Office retroactively effective from July 1, 2024 through June 30, 2026;
- b. Adopt the budget change. **(4/5 vote required)**
2. Consider approving the Workforce Innovation and Opportunity Act Fiscal Year 2024-2025 Master Subgrant Agreement with the California Employment Development Department for Workforce Innovation and Opportunity Act funding retroactively effective from April 1, 2024 through June 30, 2026.

D. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider approving the Consultant Services Agreement with Dokken Engineering to prepare the Plans, Specifications, and Estimate package for the Kings County Bridge Preventative Maintenance Program.
2. Consider approving the Professional Services Agreement Amendment with Teter Architects + Engineers, LLP for the new Sheriff's Evidence Storage Facility.
3. Consider approving the Joint Use Agreement with Southern California Edison and the California High Speed Rail Authority.



E. Administration – Kyria Martinez

MAAS Energy Works – Eileen Martinho

1. a. Receive a presentation from Maas Energy Works for information on the Kings County Dairy Digester Project;
- b. Authorize the Chairman to sign a letter of support for the California Department of Food and Agriculture’s Dairy Digester Research and Development Program grant application for the Lakeside Dairy Digester Pipeline Project.

F. Administration – Kyria Martinez/Matthew Boyett/Gisselle Coyt

1. Consider adopting a Resolution approving the Final Fiscal Year 2024-25 Kings County Budget.

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 (Govt. Code Section 54954.2a).

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

VII.

CLOSED SESSION

- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor’s Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy’s Association
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association
 - Prosecutor’s Association
 - Unrepresented Management
- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(5)]**



VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on September 24, 2024 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

September 24	9:00 AM	Regular Meeting
October 1	9:00 AM	Regular Meeting
October 8	9:00 AM	Regular Meeting
October 8	2:00 PM	Board of Equalization Regular Meeting
October 15	9:00 AM	Regular Meeting
October 22	9:00 AM	Regular Meeting

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board of Supervisors office at (559) 852-2362 by 9:00 a.m. on the Monday prior to this meeting.

Agenda backup information and any public records provided to the Board after the posting of the agenda for this meeting will be available for public review within 24 hours of receipt of said documents, at the Kings County Board of Supervisors office, located at 1400 W. Lacey Blvd., Hanford, CA 93230 or at

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

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Staff

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

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, September 10, 2024
Time: 9:00 a.m.
Place: BOARD of SUPERVISORS CHAMBERS, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Rusty Robinson, Supervisor District 4
PLEDGE OF ALLEGIANCE
PRESENT: JOE NEVES, RICHARD VALLE, RUSTY ROBINSON, RICHARD FAGUNDES
ABSENT: DOUG VERBOON



- II. **EMPLOYEE RECOGNITION – Kyria Martinez/Erik Urena**
Presentation to the Employee of the 2nd Quarter of 2024
Brenda Avalos

III. **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.

Scott Holwell, Kings County Veteran’s Services Officer/Public Guardian stated that tomorrow will be the 23rd anniversary of the September 11, 2001 terrorist attacks and read information regarding the events of that day, he also shared his personal story of where he was serving in the military during the events.

Rick Krick, Kings County resident stated that he was here to share the story of Otis Vincent Tolbert, Jr. that he went to school with him in Lemoore and that he lost his life on September 11, 2001 at the Pentagon. He stated that classmates have been holding golf tournaments to fundraise for scholarships in honor of Otis V. Tolbert, Jr. for Lemoore High School students and a PowerPoint was shared of Supervisor Doug Verboon at Arlington Cemetery in Washington, D.C. at his gravesite.

Samuel Robinson, Kings County resident stated that he is a retired Marine, and he shared a personal story of a member who died due to the September 11, 2001 terrorist attacks and shared a story of how his father, Mike Robinson was passionate in helping wounded warriors and their families.

Rick Conway, Kings County resident stated that he is here on behalf of residents on 6th Avenue and Hanford Armona Road and Houston Avenue and stated that the County could be held liable for the safety of motorists using roads in that area if the California High Speed Rail project closes both access roads without a by-pass or other options for travel.

Chip Mello, Kings County resident stated that he lives on 6th Avenue, and it would be hazardous for the County to allow Hanford Armona Road and Houston Avenue to be closed at the same time for the California High Speed Rail project and asked the Board to look at it from a safety perspective.

Dwayne Cooper, Kings County Public Works Department, Road Superintendent stated that he has issues with the reclassifications on the agenda today for staff within his division and asked the Board to investigate the issues these changes will create.

Sarah Hacker, Kings County District Attorney shared a personal story of her day on Capitol Hill in Washington D.C. on September 11, 2001 and asked thanked all branches of service members and the first responders who were there. She asked the Board to invest in infrastructure and our workforce to keep us strong for our residents.

Natalie Brinson, Kings County Public Works Department, Parks & Grounds Superintendent stated that her last day on the job is tomorrow as she is leaving for another position in Minnesota due to cost of living and pay in Kings County. She shared a personal story of how she financially struggled and asked the Board to value good employees so they can thrive and not just survive. She thanked the Board for the opportunity to work for Kings County.



Bob Headrick, Kings County resident stated that he lives near the Houston Avenue bridge and stated that if the County allows both Houston Avenue and Hanford Armona Road to be closed there could be safety issues.

Dora Garibay, Human Services Agency, Public Authority staff stated that she is here to request pay increases for clerical staff in her division and described what they do for the clients and providers in the program.

Bud Fragoso, Kings County resident asked the Board to ask Congressman Valadao for assistance to get the bridge on Houston repaired as quickly as possible as the road closure is creating a safety issue for the residents.

Supervisor Valle stated that there have been several speakers on the road closure topic over the past few months and asked County Counsel to explain what the County is doing on this.

Diane Freeman, County Counsel stated that this is an ongoing discussion amongst the County and other parties and will be brought to the Board as an item once all information is collected.

Micah Kuiper, Kings County resident presented the Board with a list of incidents he has recorded since July 2023 at the Highway 198 and 6th Avenue area and the condition of the road in the area currently. He stated that he has spoken to the Public Works Director on his concerns and the possibility of safety issues with closing Houston Avenue and Hanford Armona Road and the impacts this will have on Kit Carson School and Hanford Union High School for transportation and safety of students.

Supervisor Richard Valle thanked everyone for sharing their September 11th personal stories and stated that many of the members serving in the military now were not born when the events of September 11, 2001 happened but the pride and spirit of protecting the country is still a priority. He shared a personal story about Justin Bond, Kings County resident who reenlisted after September 11, 2001 and stated that he would like to see the Board do something annually to show that we remember, recognize and respect those who served and died due the events of that day.

The Board continued the meeting until 2:00 p.m. and the following speakers are from the afternoon portion of the meeting.

Jacob Moreta, Kings County Public Works Department, Building Maintenance worker stated that the proposed job reclassifications would create a negative impact and discussed information he compiled from his own research on pay and structure and asked the Board to weigh the information before they decide on the proposal.

Dwayne Cooper, Public Works Department, Road Superintendent stated that his division employees do multiple jobs as we are not like bigger counties where they have specific staff for specific jobs and feels that the changes they are proposing will impact the staff and department negatively.

Ariel Munoz, Public Works Department, Road Maintenance worker discussed the reclassifications proposed within his division and the negative impacts they will have on the current employees. He stated that everyone wants the raises they have problems with the job reclassifications.



Robert Angel, Road Maintenance worker explained his job and stated that the raises proposed are not the issue, the reclassifications of job titles will impact the employees and stated that Kings County is not the same as the comparable counties with many staff to do specific jobs.

Supervisor Valle stated that he asked to pull item C.1 A-H and F.2 because he doesn't believe that all employees have had their voices heard and or know who to speak to in their respective unions and they are coming to the Board, and we owe it the employees to hear what their concerns are and discuss the reclassifications and possible issues with them as proposed. He would like to see the item brought back next week to give staff time to work with the employees and the union representatives to work with their members to address their concerns.

Che Johnson, Liebert Cassidy Whitmore attorney stated that the Union negotiated on behalf of their members purposefully to ensure stability in the classification series and the union ratified the Memorandum of Understanding with their members before the Board today.

Supervisor Neves stated that after hearing all the information, the Board has an agreement in front of them to give employees in this Union the raises on this pay period and he would like to see an amendment to state that the classifications will be reviewed in six months and revise and amend if needed. He thanked the employees for coming to speak and for the information they submitted and stated that job studies and evaluations in the field should be completed to make sure that the descriptions are updated to reflect what our employees do in their jobs and get the job descriptions correct.

IV.

APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for August 27, 2024.

Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their August 27, 2024 meeting.

B. Approval of the minutes from the special meeting for August 26, 2024.

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

C. Approval of the minutes from the regular meeting for August 27, 2024.

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

V.

CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with California Psychiatric Transitions for the provision of mental health treatment through a licensed Mental Health Rehabilitation Center effective September 10, 2024 through June 30, 2026. **[AGMT 24-155]**

B. Community Development Agency:

1. a. Consider finding that the Notice of Partial Non-Renewal of Farmland Security Zone Contract Number 00084 in Farmland Security Zone Number 0041 is exempt from environmental review pursuant to the California Environmental Quality Act Guidelines Sections 15061(b)(3) and 15317, and that none of the circumstances in Section 15300.2 apply;
- b. Approve the Notice of Partial Non-Renewal of Farmland Security Zone Contract Number 00084 in Farmland Security Zone Number 0041.



C. Human Resources:

1.
 - a. Consider approving the retitled and revised job specifications for Equipment Mechanic, Senior Mechanic, Senior Road Maintenance Worker, and Service Coordinator.
 - b. Approve the job specifications for the Building Operations Specialist I/II, and Road Maintenance Worker I/II.
 - c. Allocate 4.0 Full-Time Equivalent Building Operations Specialist I/II positions, offset by the deletion of 4.0 Full-Time Equivalent Building Operations Specialist positions in Budget Unit 311000;
 - d. Laterally reclassify Building Operations Specialist incumbents (M. Banuelos, J. Lemos, J. Perez, and O. Tinajero) to Building Operations Specialist II (Range 212.5 /\$4,978-\$6,077 monthly);
 - e. Allocate 14.0 Full-Time Equivalent Road Maintenance Worker I/II positions, offset by the deletion of 14.0 Full-Time Equivalent Road Maintenance Worker I/II/III positions in Budget Unit 311000;
 - f. Downwardly reclassify Road Maintenance Worker III incumbents (R. Angel, E. Bautista-Oquita, A. Munoz, and R. Tabarez) to Road Maintenance Worker II (Range 176.5/\$3,481-\$4,247 monthly);
 - g. Allocate 3.0 Full-Time Equivalent Senior Road Maintenance Worker positions, offset by the deletion of 3.0 Full-Time Equivalent Road Maintenance Worker I/II/III positions in Budget Unit 311000;
 - h. Upwardly reclassify Road Maintenance Worker III incumbents (T. Gregory, R. Horner, and A. Martinez) to Senior Road Maintenance Worker (Range 196.5/\$4,247-\$5,181 monthly).

TEM WAS PULLED FOR DISCUSSION AND THE MEETING WAS CONTINUED UNTIL 2:00 P.M. TO DISCUSS THIS ITEM. THE MEETING WAS RECONVENED AT 2:07 P.M. WITH THE FOLLOWING BOARD MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, RUSTY ROBINSON, RICHARD FAGUNDES. THE BOARD ALLOWED COMMENTS, MADE STATEMENTS AND ASKED QUESTIONS, AND THE FOLLOWING ACTION WAS TAKEN WITH THE FOLLOWING BOARD MEMBERS PRESENT: JOE NEVES, RUSTY ROBINSON, RICHARD FAGUNDES. ACTION: APPROVE AS AMENDED WITH INCLUSION OF RE-EVALUATION OF JOB TITLES IN SIX MONTHS AND BRING BACK TO THE BOARD FOR CHANGES IF NEEDED. (JN, RF, RR – Aye, RV,DV-Absent)

2. Consider authorizing the Human Resources Director to sign the Side Letter of Agreement with the Prosecutors Association.

D. Public Health Department:

1. Consider approving the Agreement with the California Department of Public Health to continue to receive, use, and disclose California Reportable Disease Information Exchange data effective September 10, 2024 through September 9, 2027. **[AGMT 24-164]**

E. Public Works Department:

1. Consider authorizing the Purchasing Manager to sign a purchase order with Cain Trucking, Inc. for asphaltic emulsion for the County's road repair projects.
2. Consider approving the Construction Agreement with Talley Oil, Inc., for the Congestion Mitigation and Air Quality Program – Fiscal Year 2023-24 County Roadway Seal Project. **[AGMT 24-165]**
3. Consider approving the Notice of Completion for the Highway Safety Improvement Program Cycle 10 Systemic Flashing Beacons Project to provide notice to interested parties that the work has been completed.



4. a. Consider approving the Construction Contract Change Order No. 2 with Garcia Paving, Inc., in the amount of \$3,000 for the Kettleman City State Route 41 Pedestrian Crossing and Pathway Improvements project;
- b. Authorize the Public Works Director to sign Change Order No. 2.

F. Sheriff's Office:

1. Consider approving an Agreement with Leaders in Community Alternatives for the reentry program in the Kings County Jail effective September 16, 2024 through September 15, 2027. **[AGMT 24-166]**

G. Administration:

1. Consider adopting a Resolution approving the new construction schedule and an annual inflationary increase of 5% in the County's impact fees. **[RESO 24-055]**
2. a. Consider approving the Agreement with the Department of State Hospitals for the Jail Based Competency Treatment Program retroactively effective from July 1, 2024 through June 30, 2025; **[AGMT 24-167]**
- b. Approve the Agreement with California Health and Recovery Solutions, P.C. for the Jail Based Competency Treatment Program retroactively effective from July 1, 2024 through June 30, 2025. **[AGMT 24-168]**

ACTION: APPROVED AS AMENDED REMOVING ITEM C.1. A-H (RV, JN, RF, RR-Aye, DV-Absent)

VI.

REGULAR CALENDAR

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

1. Consider approving the amendment to the Agreement with Advocates for Human Potential, Incorporated for the Mental Health Mobile Crisis Planning Grant retroactively effective from June 30, 2023 through June 30, 2025. **[AGMT 22-173.3]**

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

B. Community Development Agency – Chuck Kinney

1. Consider accepting the monthly report of Planning Commission's actions from their September 9, 2024 meeting.

ITEM WAS PULLED BY THE DEPARTMENT DUE TO THE PLANNING COMMISSION MEETING BEING CANCELED.

C. District Attorney's Office – Sarah Hacker

1. Consider approving the Agreement with Lisa Horton for legal consulting services effective September 10, 2024 through June 30, 2025. **[AGMT 24-169]**

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

D. Department of Finance – Erik Urena/Kristina McKay

1. Consider adopting a Resolution establishing property tax rates within Kings County for Fiscal Year 2024-25. **[RESO 24-056]**
2. Consider adopting a Resolution establishing the Benchmark Rate as the railroad property tax rate within Kings County for Fiscal Year 2024-25. **[RESO 24-057]**

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

E. Fire Department – Salvador Flores/Abraham Valencia

1. Consider adopting a Resolution proclaiming the month of September 2024 as National Preparedness Month in Kings County. **[RESO 24-058]**

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



F. Human Resources – Carolyn Leist/Ashley Hernandez/Melissa Avalos

1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Probation Officers' Association for a term beginning July 1, 2024 and ending June 30, 2026.

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

2. Consider authorizing the Human Resources Director to sign the Side Letter of Agreement with Blue-Collar Membership.

THE BOARD TOOK A 5 MINUTE RECESS.

ITEM F.2 WAS PULLED FOR DISCUSSION WITH CONSENT ITEM C.1. A-H AND THE MEETING WAS CONTINUED UNTIL 2:00 P.M. TO DISCUSS. THE MEETING WAS RECONVENED AT 2:07 P.M. WITH THE FOLLOWING BOARD MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, RUSTY ROBINSON, RICHARD FAGUNDES. THE BOARD ALLOWED COMMENTS, MADE STATEMENTS AND ASKED QUESTIONS, AND THE FOLLOWING ACTION WAS TAKEN WITH THE FOLLOWING BOARD MEMBERS PRESENT: JOE NEVES, RUSTY ROBINSON, RICHARD FAGUNDES. ACTION: APPROVE AS AMENDED WITH INCLUSION OF RE-EVALUATION OF JOB TITLES IN SIX MONTHS AND BRING BACK TO THE BOARD FOR CHANGES IF NEEDED (RF, JN, RR – Aye, RV, DV-Absent)

G. Administration – Kyria Martinez/Veronica Mello/Giselle Coyt

1. a. Consider approving the Assessor/Clerk/Recorder's response as the Board's response to the Grand Jury report titled "Kings County Assessor/Clerk/Recorders Office: Issues with the Recording of Documents February 2024";
b. Approve the Assessor/Clerk/Recorder's response as the Board's response to the Grand Jury report titled "Need for a Kings County Assessor Appeals Board February 2024."

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

2. Approve the Agreement with Civic Plus to provide a comprehensive Agenda and Meeting Management Software system effective September 10, 2024, through September 1, 2025.
[AGMT 24-170]

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

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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Supervisor Valle thanked the Public Works Department, Parks & Grounds Division staff and the City of Corcoran Public Works Department staff for their assistance with the maintenance of the grounds at the Corcoran Cemetery. He thanked County staff for their assistance with the media event at Fox Run subdivision in Corcoran and stated that tomorrow September 11th is Patriots Day, and the 5 Pillars of Freedom Memorial will be lit in five shades of blue and stated that it would be great to have all Veteran and spouse of Veteran County employees gathered for a group photo again.

Supervisor Fagundes stated that he attended the Kings County Special Olympics Chili cook off and the Mary Immaculate Queen school multicultural festival in Lemoore.

Supervisor Neves stated that he attended the Kings County Special Olympics Chili cook off and stated that would be the last one held. He stated that he attended the Kings County Area Public Transit Agency meeting, attended the Adventist Health mobile clinic ribbon cutting and attended the CalViva

Public Policy meeting, announced the Lemoore High School football, participated in the Kings Partnership presents Suicide Prevention Walk in Avenal, attended the Kings County employee blood



drive and stated that their goal was to collect 100 pints from Kings County this year and to date they have collected 124 to date.

Supervisor Robinson stated that he attended the California State Association of Counties meeting, attended the Tulare-Kings Right to Life fundraiser dinner in Visalia and attended the Lincoln-Reagan dinner and program in Lemoore.

- ◆ **Board Correspondence:** Kyria Martinez stated that the Board received correspondence dated September 3, 2024 from the Kings County Department of Finance Director regarding the Addition of Daiwa Capital Markets America Inc. to the Director of Finance's authorized broker/dealers. The Board received correspondence dated August 30, 2024 from the Department of California Highway Patrol together with the Hazardous Materials Incident Report regarding an incident on August 30, 2024 on State Route 41 at the intersection with Freemont Avenue.

The Board received correspondence dated August 26, 2024 from the Friends of California Archives regarding a Resolution Recognizing National Archives Month. The Board sent correspondence dated August 28, 2024 to the California Public Utilities Commission regarding the adoption of emergency shutoff protections to protect residents against extreme heat. The Board received correspondence dated September 4, 2024 from the Santa Rosa Rancheria Tachi Yokut Tribe regarding a Charity Golf Tournament on October 4, 2024. The Board sent correspondence dated August 28, 2024 to Governor Gavin Newsom regarding the AB 1168 (Bennett) Emergency Medical Services Prehospital Request for Veto. The Board received the Kings County Operational Area Reports for the weeks of August 19, 2024, August 26, 2024, and September 2, 2024 from the Office of Emergency Services. The Board received the August 2024 Monthly Kings County Investment Pool Transaction Activity Report dated September 3, 2024 from the Kings County Department of Finance Director, Erik Urena.

- ◆ **Upcoming Events:** Kyria Martinez stated that Behavioral Health will host its Veteran's Support Group, tonight on Tuesday, September 10th from 5:30 p.m.-7:30 p.m. at the Veterans Memorial Hall in Hanford. Behavioral Health will host its Family Member Support Group, next Tuesday, September 17th from 5:30 p.m.-7:30 p.m. at the Kings Building located on our campus. Behavioral Health will host its 1st annual Suicide Prevention Awareness Walk next Wednesday, September 18th from 10:00 a.m.-11:30 a.m. at the Hanford Civic Park. Kings County Human Services Agency is hosting its Rodeo Employee Appreciation picnic for Human Services Agency employees on Wednesday, September 18th from 11:30 a.m.-1:30 p.m. in their Courtyard. The 3rd Quarter City County Coordinating Meeting will be held at the Veteran's Memorial Building in Corcoran on September 18th at 6:00 p.m. Kings County Commission on Aging will host its Senior Day on Friday, September 20th at Burris Park. There will be breakfast burritos and box lunches from KFC.
- ◆ **Information on Future Agenda Items:** Kyria Martinez stated that the following items would be on a future agenda: Administration - Appointment to the Child Abuse Prevention Coordinating Council, Letter of Support for the California Department of Food and Ag's Dairy Digester Research and Development Program, Adoption of Fiscal Year 2024-2025 Kings County Budget Resolution, Response to Grant Jury Report – LAFCO and Telework Policy Update; Agriculture Department - Cooperative Agreement Citrus Regulatory Program, Cooperative Agreement for Detection Program, and Cooperative Agreement for the Industrial Hemp Program; Behavioral Health - Tulare County Office of Education Friday Night Live grant and Mental Health Systems



Incorporated Agreement for ACT and FSP; District Attorney’s Office - Victim/Witness Assistance Grant Program; Public Health - 3rd Amendment to Women, Infants and Children Program Agreement; Human Resources - Job Specification Changes for Detention Deputy Association Sheriff’s Office and Detention Deputy Association Memorandum of Understanding; Human Services Agency - Project Homekey - Sunrise Apartments Ownership Transfer Resolution And Subordination Agreement; Job Training Office -Good Jobs Agreement with Tulare County Workforce Investment Board, Workforce Innovation & Opportunity Act Closeout and Workforce Innovation & Opportunity Act Master Subgrant Agreement. Public Works Department - 17th Avenue and Houston Avenue Signalization Project roadway closing, Kings County Fire Department, Fire Station No. 5 - Partial Remodel, Kings County Bridge Preventative Maintenance Program (Bmp) 5945(125, Amendment to the Agreement with Teter, LLP for a new Sheriff evidence storage facility, and Joint Use Agreement with Southern California Edison and the California High Speed Rail Authority.

VIII. CLOSED SESSION

- ◆ **Workers Compensation Settlement: (3 Cases) [Govt. Code Section 54956.95]**
- ◆ **Conference with Real Property Negotiator: (1 Case) [Govt. Code Section 54956.8]**
Property: 501 E. Kings Street
Avenal, CA 93204
Agency Negotiator: Kyria Martinez
Negotiation Parties: City of Avenal
Under Negotiation: Price and Terms of Payment

ITEM WAS PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA.

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on September 17, 2024 at 9:00 a.m.

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

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

FUTURE MEETINGS AND EVENTS

September 10	2:00 PM	Board of Equalization Regular Meeting
September 17	9:00 AM	Regular Meeting
September 24	9:00 AM	Regular Meeting
October 1	9:00 AM	Regular Meeting
October 8	9:00 AM	Regular Meeting
October 8	2:00 PM	Board of Equalization Regular Meeting
October 15	9:00 AM	Regular Meeting

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board of Supervisors office at (559) 852-2362 by 9:00 a.m. on the Monday prior to this meeting.

Agenda backup information and any public records provided to the Board after the posting of the agenda for this meeting will be available for public review within 24 hours of receipt of said documents, at the Kings County Board of Supervisors office, located at 1400 W. Lacey Blvd., Hanford, CA 93230 or at

<https://www.countyofkingsca.gov/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 September 17, 2024

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY’S ASIAN CITRUS PSYLLID BULK CITRUS PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer provides services in cooperation with the California Department of Food and Agriculture for Asian Citrus Psyllid bulk citrus regulatory activities. This agreement will continue the County’s current Regulatory Citrus Inspection Program, which will expire September 30, 2024.

Recommendation:

Approve the cooperative agreement with the California Department of Food and Agriculture for the County’s Asian Citrus Psyllid Bulk Citrus Program effective October 1, 2024 through September 30, 2025.

Fiscal Impact:

Revenues of \$10,122 for this program are included in the Fiscal Year 2024-25 Adopted Budget, in Budget Unit 260000.

BACKGROUND:

The Agricultural Commissioner provides quarantine response and regulatory enforcement activities according to State protocols established by this agreement to protect Kings County agriculture and the public from the introduction of the Asian Citrus Psyllid through post harvest pathways, a vector of Huanglongbing, a disease that kills citrus trees. The Asian Citrus Psyllid has been found throughout California, and is threatening local citrus trees, the commercial citrus industry, and the thousands of jobs it supports. The term of this agreement is from October 1, 2024 through September 30, 2025. The agreement has been reviewed and approved by County Counsel as to form.

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

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

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 September 17, 2024

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY’S ASIAN CITRUS PSYLLID DETECTION PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner–Sealer provides services in cooperation with the California Department of Food and Agriculture for early detection and trapping in urban areas of Kings County for the Asian Citrus Psyllid. This agreement continues the County’s Asian Citrus Psyllid Detection Program which will expire on September 30, 2024.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Asian Citrus Psyllid Detection Program effective October 1, 2024 through September 30, 2025.

Fiscal Impact:

Revenues of \$101,940 for this program are included in the Fiscal Year 2024-2025 Adopted Budget, in Budget Unit 260000.

BACKGROUND:

The Agricultural Commissioner deploys and services insect traps according to State protocols established by this agreement to protect Kings County agriculture and the public from the introduction of the Asian Citrus Psyllid, a vector of Huanglongbing, also known as HLB or citrus greening disease, a devastating disease of citrus trees. The term of this agreement is from October 1, 2024 through September 30, 2025.

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

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

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

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 September 17, 2024

SUBMITTED BY: Agriculture Department – Jimmy Hook/Janet Eckles

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY’S INDUSTRIAL HEMP CULTIVATION

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer provides services in cooperation with the California Department of Food and Agriculture for the County’s registration of permits as well as to oversee the regulatory enforcement activities related to the cultivation of industrial hemp. The term of this agreement is July 1, 2024, through June 30, 2026.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the enforcement of laws and regulations pertaining to industrial hemp cultivation in Kings County retroactively effective from July 1, 2024, through June 30, 2026.

Fiscal Impact:

Revenue of \$12,055 for this program is included in the Fiscal Year 2024-25 Adopted Budget, in Budget Unit 260000.

BACKGROUND:

The California Industrial Hemp Farming Act was signed into law to authorize the commercial production of industrial hemp in California. Regulations state a grower of industrial hemp for commercial purpose shall register with the Agricultural Commissioner of the county in which the grower intends to engage in industrial hemp cultivation. The Agricultural Commissioner will enforce laws and regulations pertaining to industrial hemp cultivation, which includes registration issuance, enforcement activities of non-compliance cultivation,

(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

COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S INDUSTRIAL HEMP CULTIVATION

September 17, 2024

Page 2 of 2

public outreach activities, and training of county personnel.

The term of this retroactive agreement is from July 1, 2024, through June 30, 2026. This is an ongoing program; however, the current agreement was not offered to Kings County until August 6, 2024, from the California Department of Food and Agriculture.

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

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

<https://www.countyofkingsca.gov/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 September 17, 2024

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

SUBJECT: AGREEMENT WITH TULARE COUNTY SUPERINTENDENT OF SCHOOLS
FOR FUNDING OF THE FRIDAY NIGHT LIVE PROGRAM

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Tulare County Superintendent of Schools to receive funding for the operation of the Friday Night Live (FNL) program.

Recommendation:

Approve the grant award agreement with Tulare County Superintendent of Schools for the Friday Night Live program retroactively effective from July 1, 2024 through June 30, 2025.

Fiscal Impact:

There is no impact to the County General Fund. This agreement allows KCBH to receive funding from Tulare County Superintendent of Schools in the amount of \$9,000, retroactively from July 1, 2024 through June 30, 2025. Revenue for the FNL program was included in the Fiscal Year 2024-25 Adopted Budget in Budget Unit 422100 – BH-Alcohol and Other Drug Services (AOD) Program.

BACKGROUND:

Tulare County Superintendent of Schools is the contracted Department of HealthCare Services (DHCS) administrator of the California Friday Night Live Partnership (FNLP). As such, this agreement will allow Kings County to continue to contract with Tulare County Superintendent of Schools to receive funding and satisfy the Substance Use Prevention, Treatment, and Recovery Block Grant (SUBG) FNL Program component.

Established in 1984 with the original, specific focus of reducing underage impaired driving, FNL programs have since evolved and are now a youth development program, aimed at high school youth designed to foster a

(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 TULARE COUNTY SUPERINTENDENT OF SCHOOLS FOR FUNDING OF THE FRIDAY NIGHT LIVE PROGRAM

September 17, 2024

Page 2 of 2

wide range of competencies as well as reduce risky behaviors associated with underage drinking, tobacco, cannabis, and vaping use, and gambling through evidence-based development principles and practices. Today, FNL programs are implemented in 50 counties throughout California with chapters (clubs) in schools, community centers, local agencies, and other nonprofit organizations promoting healthy lifestyles and healthy communities through opportunities for leadership, advocacy, and engagement.

For KCBH, this funding is a pass-through and is utilized to fund the FNL program, which is operated and implemented by California Health Collaborative. California Health Collaborative facilitates these activities and focuses on drug and alcohol awareness for 4th grade through high school youth in Kings County.

For fiscal year 2023-24, the Kings County FNL chapters registered 53 participants, of whom one member, a native of Corcoran, was selected to be a member of the California Youth Council and now represents King County Youth along with ten other youth representatives across the state. This program empowers Kings County youth to prevent alcohol and other substance use for safer local communities.

A few successes and activities are highlighted for the year below:

- The Annual Youth Development Survey indicated 96% of members reported increased community engagement and school connectedness. The Annual Youth Development Survey indicated 96% of members reported gaining skills to make healthier choices than using substances.
- Started a new chapter in the community of Avenal.
- In March 2024, the youth planned, coordinated, and hosted a county-wide Youth Summit at West Hills Community College, attended by 77 King County high school students.
- Presented to Avenal City Council to educate council members on the importance of adopting policies on smoke free outdoor spaces.

The term of this agreement is retroactively effective July 1, 2024 through June 30, 2025 due to the late receipt of the agreement from Tulare County Office of Education. The agreement was finalized after the original start date due to the necessary work on grant funding and allocations before sending the awards to the counties for acceptance.

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

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

June 11, 2024

Kings County Behavioral Health
450 Kings County Drive, Ste 104
Hanford, CA 93230

Dr. Lisa Lewis,

Attached is your Agency Agreement for 2024-2025 FNL SUBG funds from the California Friday Night Live Partnership.

You were identified as your agency's primary contact through the opt-in form. Please facilitate the countersignature/full execution of the attached Agency Agreement. The signatory will need to print name, sign, date, and provide their title on the signature block (page 4)

Once signed, please return either by e-mail or by mail to:

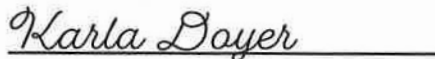
E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF AGENCY:

(Please provide a detailed description of services and deliverables to be provided by Kings County Behavioral Health.)

See Exhibit A

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

See Exhibit A

FEE SCHEDULE

The contract total for services to be provided are estimated to be

\$9000.00 Invoice will be submitted no later than July 5, 2025

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)	1. FNL SUBG Exhibit A - Scope of Services 2024-2025 (\$9k).pdf	139.54KB
Exhibit (B)	2. FNL SUBG Exhibit B - SOP & CC.pdf	103.45KB
Exhibit (C)		
Exhibit (D)		

AGENCY AGREEMENT 250203

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Kings County Behavioral Health**, referred to as **AGENCY**.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as

7/1/2024

and shall expire on .

6/30/2025

2. **SERVICES:** AGENCY shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)
3. **COST OF SERVICES:** SUPERINTENDENT shall pay AGENCY for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 9,000.00

4. METHOD OF PAYMENT:

- a. **AGENCY must submit itemized invoices to SUPERINTENDENT** for the cost of the services.
- b. **AGENCY** is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION:** SUPERINTENDENT and AGENCY shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or AGENCY or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions indicate their agreement by their authorized signatures below.

AGENCY

Kings County Behavioral Health
450 Kings County Drive, Ste 104
Hanford, CA 93230

SUPERINTENDENT

Tim A. Hire, Superintendent
Tulare County Superintendent of
Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

SUPERINTENDENT

Signature



Date

6/10/2024

AGENCY

County of Kings Board of Supervisors, Chairman, Doug Verboon

Approved as to form
County Counsel Signature:

Signature _____

Date _____

Name: Cindy Crose Kliever



08/28/2024

40EEBBA450223D6ED0E56156269F917

TCOE Program Information

Contact Person: Perla Estrada

Telephone: 5597336496 ext. 1265

Department/Program: California Friday Night Live Partnership

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s) (FNL, Club Live [CL], Friday Night Live Kids [FNLK], and/or Friday Night Live Mentoring [FNL M]) by supporting existing chapters and developing new chapters.
- Demonstrate efforts to meet FNL Program Integrity Review (FNL PIR) standards. FNL PIR requirements include:
 - o Utilizing a youth development framework that aligns with the FNL Standards of Practice and FNL Core Components (Exhibit B);
 - o Demonstration of program fidelity through branding and promotional efforts;
 - o Implementation of an alcohol, tobacco, or other drug (ATOD) prevention-related project;
 - o Reporting chapter activities in ECCO on a monthly basis; and
 - o Administrative requirements, as communicated by the California Friday Night Live Partnership (CFNLP)

2. RESPONSIBILITIES OF SUPERINTENDENT:

- The CFNLP/Superintendent will provide TA to support the successful implementation of all contractor responsibilities.

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided is estimated to be \$ 9,000.00.

Reporting: CONTRACTOR will record FNL activities on a monthly basis through an online portal.

CONTRACTOR shall submit one invoice and narrative report per project year. The invoice and narrative report will be submitted in accordance with the dates below by one of the two following methods:

MAIL: Tulare County Office of Education
California Friday Night Live Partnership
Attn: Katelyn Williford
PO Box 5091
Visalia, CA 93278-5091

EMAIL: katelyn.williford@tcoe.org

<u>Project Year</u>	<u>Invoice & Report Narrative Due Date</u>	<u>Contract Amount</u>
July 1, 2024 – June 30, 2025	July 5, 2025	\$ 9,000.00

Payment will be made at the conclusion of the project year.

EXHIBIT B



FRIDAY NIGHT LIVE STANDARDS OF PRACTICE

- **A Safe Environment**
 - Physical Safety – to feel safe physically, free from the risk of harm.
 - Emotional Safety – to feel safe emotionally, to feel like they can be who they are.
- **Opportunities for Community Engagement**
 - Knowledge of Community – to learn about their community and its resources.
 - Interaction / Interface with the Community – to interact and work with community members.
 - Communication with the Community – to communicate about the program or youth issues.
 - Contribution to the Community – to give back and serve the community.
- **Opportunities for Leadership & Advocacy**
 - Decision-Making and Governance – to participate in decision-making and occupy leadership roles, such as staff or board roles.
 - Youth Voice – to learn to express their opinions constructively and to hear those of others.
 - Action – to take action on issues or projects they care about outside of the program – in the community, at school.
- **Opportunities to Build Caring & Meaningful Relationships with Peers & Adults**
 - Peer Knowledge – to learn about their peers and build relationships with them.
 - Adult Knowledge / Guidance – to learn about the adult staff and build relationships with them.
 - Emotional Support – to feel supported emotionally by others in the program.
 - Practical Support – to feel like their practical needs are met by adult staff.
 - Sense of Belonging – to feel like they belong, like they matter to the group and its success.
- **Opportunities to Engage in Interesting & Relevant Skill Development Activities**
 - Specific Skills – to develop and build specific skills through program activities.
 - Challenging and Interesting Activities – to engage in interesting and challenging activities.

EXHIBIT B

FRIDAY NIGHT LIVE CORE COMPONENTS

The components characterize elements within all Friday Night Live Programs and how they implement prevention programming that reflects youth development best practices. The components define how FNL groups are formed, what services we provide, and how we connect to the community.

- **Chapters**
Chapters describe a group of committed young people and at least one adult ally working together. Chapters provide Skill Development, Opportunities, and Outreach through ongoing partnerships at local sites.
- **Opportunities**
Opportunities are any safe environment or avenue in which youth and adults accomplish a project or task in partnership, with shared power and ownership.
- **Outreach**
Outreach engages youth, adults, and systems in building the partnerships that create positive and healthy youth development.
- **Skill Development**
Skill Development occurs in purposeful activities and opportunities that promote or result in building skills, mastery, resiliency, and core competencies.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

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

SUBJECT: CONTINUED PARTICIPATION IN THE VICTIM/WITNESS ASSISTANCE
GRANT PROGRAM

SUMMARY:

Overview:

The District Attorney's (DA) Office relies heavily on grant funding to carry out the functions of the office. Each fiscal year, the District Attorney's Office seeks approval to enter into a subaward agreement for the Victim Witness Assistance Grant Program with California Governor's Office of Emergency Services (CalOES).

Recommendation:

Authorize the District Attorney's Office to submit a grant application with the California Office of Emergency Services for the Victim Witness Assistance Grant Program for the performance period of October 1, 2024 through September 30, 2025.

Fiscal Impact:

In Fiscal Year (FY) 2023-24, the DA's Office was awarded \$443,114 for the Victim Witness Assistance Program. The DA's Office is allowed to apply for \$415,889 in FY 2024-25. The program will provide funding for .41% of the Coordinator and four Victim Advocates plus operating expenses.

BACKGROUND:

The Victim Witness Assistance Program is designed to provide comprehensive services to victims/witnesses of all types of violent crimes pursuant to California Penal Code 13835. The services provided include orientation to the justice system, crisis intervention, emergency assistance, case status/disposition, court escort, victim of crime claims, resource and referral assistance, restitution and training for criminal justice agencies. Kings County has participated in the program since 1984.

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

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

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 September 17, 2024

SUBMITTED BY: Job Training Office – Julieta Martinez/Cobi Revious

SUBJECT: CLOSEOUT OF WORKFORCE INNOVATION AND OPPORTUNITY ACT
SUBGRANT

SUMMARY:

Overview:

This action will close out County Agreement 22-119, approved by the Board on July, 26, 2022. This subgrant agreement provided Workforce Innovation and Opportunity Act (WIOA) funding to Kings County for the period of April 1, 2022 through June 30, 2024.

Recommendation:

Approve the closeout documents to conclude the Workforce Innovation and Opportunity Act Subgrant.

Fiscal Impact:

Subgrant AA311010 (County Agreement 22-119) provided \$2,626,953 in federal WIOA funding for the period of April 1, 2022 through June 30, 2024. The term of the grant has expired and 100% of the funding has been expended. This grant did not require a local match.

BACKGROUND:

Kings County Agreement 22-119 represents allocated WIOA training funds provided to Kings County from April 1, 2022 through June 30, 2024. The funding was used to enroll Kings County residents into work experience, vocational training, on the job training, and other services designed to assist them in obtaining permanent employment. In addition to enrolled individuals receiving services, the Kings County Job Training Office provided services Kings County businesses.

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

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

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 September 17, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Everardo Legaspi
SUBJECT: THIRD AMENDMENT TO WOMEN, INFANTS AND CHILDREN PROGRAM AGREEMENT

SUMMARY:

Overview:

Kings County Department of Public Health (KCDPH) operates the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in Kings County. The California Department of Public Health (CDPH) has awarded WIC additional funding for Federal Fiscal Year (FFY) 2024-25.

Recommendation:

- a. Approve a third amendment with the California Department of Public Health for Women, Infants and Children program funding effective September 17, 2024 through September 30, 2025;
- b. Adopt a resolution authorizing the Director of Public Health to execute and submit all necessary grant documents;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the General Fund. The Board approved a three-year agreement on September 13, 2022, for WIC program funding totaling \$6,586,512 for FFYs 2023-25. On August 22, 2023, the Board approved a first amendment to the original agreement for an increase of \$2,422 for FFYs 2023-25. On February 27, 2024, KCDPH was offered a second amendment with CDPH to increase the grant funding by \$950 for FFYs 2023-25. This third amendment will increase funding by \$45,712 for FFY 2024-25.

BACKGROUND:

WIC is a federally funded nutrition program that provides nutritional counseling and education with one-on-one appointments or group classes, breastfeeding support and guidance from lactation consultants for successful breastfeeding, and supplemental food benefits to purchase fruits, vegetables, whole grains, dairy, protein and

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

THIRD AMENDMENT TO WOMEN, INFANTS AND CHILDREN PROGRAM AGREEMENT

September 17, 2024

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other nutritious food items to families having an income up to 185% of the Federal Poverty Level with children up to age five, and to pregnant, postpartum, and breastfeeding women. Since 1975, KCDPH has been running the program within Kings County, providing healthy and nutritious food to participants and infusing tens of thousands of dollars into the local economy. The primary goals of the WIC program are to reduce the incidences of low birth weight, improving birth outcomes; promote healthy growth and development in infants and young children, and to improve the nutritional status of pregnant women and new mothers.

The Board approved a three-year agreement on September 13, 2022, for WIC program funding totaling \$6,586,512 for FFYs 2023-25. On August 22, 2023, the Board approved a first amendment to the original agreement for an increase of \$2,422 for FFYs 2023-25. On February 27, 2024, KCDPH was offered a second amendment with CDPH to increase the grant funding by \$950 for FFYs 2023-25. This third amendment will increase funding by \$45,712 for FFY 2024-25, and increase the annual participant caseload by 100, for a total caseload amount of 7,510.

This third amendment has been reviewed and approved by County Counsel as to form and by Risk for compliance with safety and liability standards.

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

IN THE MATTER OF AMENDING
THE AGREEMENT FOR WIC
FUNDING _____/

RESOLUTION NO. _____

WHEREAS, the Department of Public Health operates the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in the County of Kings; and

WHEREAS, the WIC program is a federally funded nutrition program that provides education, breastfeeding support, and a supplemental food benefit to families having an income up to 185% of the Federal Poverty Level with children up to age five and to pregnant, postpartum, and breastfeeding women; and

WHEREAS, WIC is an essential program that provides essential services including healthy food to the participant and infuses tens of thousands of dollars into the local economy when the food is purchased; and

WHEREAS, the California Department of Public Health (CDPH) has awarded the County of Kings funds totaling \$6,586,512, for Federal Fiscal Year 2023-25; and

WHEREAS, on September 13, 2022, the Board approved an agreement to authorize the Public Health Director to sign a three-year agreement number 22-10254 for WIC program funding; and

WHEREAS, CDPH offered the County of Kings an amendment to agreement 22-10254 to increase WIC program funding by \$2,422 for Federal Fiscal Year 2023-25 to a total of \$6,588,934; and

WHEREAS, on August 22, 2023, the Board approved Resolution number 23-061 to amend the agreement to increase WIC program funding by \$2,422 for Federal Fiscal Year 2023-25 to a total of \$6,588,934; and

WHEREAS, CDPH offered the County of Kings a second amendment to agreement 22-10254 to increase WIC program funding by \$950 for Federal Fiscal Year 2023-25 to a total of \$6,589,884; and

WHEREAS, the Board approved Resolution 24-009 for the second amendment to agreement 22-10254 to increase WIC program funding by \$950 for Federal Fiscal Year 2023-25 to a total of \$6,589,884; and

WHEREAS, CDPH offered the County of Kings a third amendment to agreement 22-10254 to increase WIC program funding by \$45,712 for Federal Fiscal Year 2023-25 for a total of \$6,635,596; and

WHEREAS, the Board desires to accept the additional funding offered by CDPH; and

WHEREAS, the acceptance of these funds will contribute to the fulfillment of the mission of Kings County Public Health and benefit many of the neediest residents of the County of Kings;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows by the Board of Supervisors of the County of Kings:

1. The Board hereby finds that the foregoing recitals are true and correct.
2. The Director of Public Health or designee is hereby authorized to execute and submit all necessary grant documents, including but not limited to invoices and reports, to implement the Special Supplemental Nutrition Program for Women, Infants and Children.

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

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

Doug Verboon, Chairperson
Board of Supervisors, County of Kings

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

Catherine Venturella, Clerk
Board of Supervisor, County of Kings

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	WIC NUTRITION PROGRAM	SPECIAL DEPARTMENTAL	100000	414000/ 414100	92063	45,712.00
TOTAL						45,712.00

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	WIC NUTRITION PROGRAM	INTERGOVT'L REV-FED GRANT	100000	414000/ 414100	86037	45,712.00
TOTAL						45,712.00

(B) Budget Transfer:

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

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

Explanation: The recommended action will increase FY 2024/2025 county adopted budget unit 414000 by \$45,712.00.

Auditor Approval _____

Department Head _____

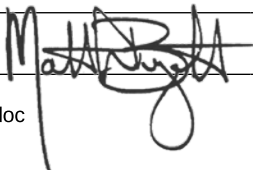
CAO Approval _____

Board Approval _____

Rose Mary Rahn

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ready5





TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Date: August 12, 2024

TO: County of Kings

FROM: California Department of Public Health (CDPH)

SUBJECT: Contract # 22-10254 A03

Please find the above-referenced Contract Agreement between the California Department of Public Health and County of Kings, attached for your review and signature.

IMPORTANT: The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. Please **do not alter** this Agreement for any reason. If you encounter any problems or find that a correction is needed, please contact your Contract Manager immediately.

To approve this Agreement, submit one (1) electronic copy (**do not mail in hard copies**) of each document listed below, to the following mailbox: LocalContracts@cdph.ca.gov. Please title the email Subject line as follows: Signed Agreement for 22-10254 A03 (Kings).

- One (1) signed copy of the Standard Agreement - Amendment (STD 213A). This document can be signed electronically or physically signed, scanned and returned via email.
- One (1) signed copy of the completed General Artificial Intelligence (GenAI) Reporting and Factsheet (STD1000).
- One (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the Agreement and any signatory designees.
 - If outlined in the document, please ensure the following information is correct:
 - The contract term;
 - The contract amount;
 - If applicable, the increase/decrease amount included in this amendment.
- One (1) signed copy of the Contractor's current insurance policy certificates and endorsements.

In an effort to expedite this Contract Agreement through the approval process, we request that the items listed above be returned no later than **three weeks from the date of this letter**, in order to avoid disruption in services. Failure to sign and submit the required forms by the date indicated will result in delayed approval of your Agreement.



CDPH Women, Infants and Children (WIC) Division
3901 Lennane Drive, MS 8600, Sacramento, CA 95834
P.O. Box 997375, MS 8600, Sacramento, CA 95899-7375
(916) 928-8500 | www.wicworks.ca.gov



County of Kings
Page 2
August 12, 2024

Please contact your Contract Manager if you have any questions or will need additional time to return the signed documents.

Thank you,

Contract and Procurement Support Unit

Attachments

CONFIDENTIALITY NOTICE: This communication along with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER

22-10254

AMENDMENT NUMBER

A03

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

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

\$6,635,596.00 Six Million Six Hundred Thirty-Five Thousand Five Hundred Ninety-Six Dollars

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

I. This amendment increases the contract by \$45,712.00, changing the total amount to read \$6,635,596.00, to better support the Contractor's needs.

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

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

County of Kings

CONTRACTOR BUSINESS ADDRESS

460 Kings County Drive

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Doug Verboon

TITLE

Board of Supervisors Chairman District 3

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

II. Exhibit A, Scope of Work, Provision 4 has been revised as follows:

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	County of Kings
Regina Le-Grand-Sawyer Contract Manager Telephone: 916-928-8887 279-667-0357 E-mail: Regina.Legrandsawyer@cdph.ca.gov	Rose Mary Rahn, Director of Public Health B.S.N., P.H.N. Telephone: 559-852-2625 Fax: 559-582-7618 E-mail: rosemary.rahm@co.kings.ca.us

B. Direct all inquiries to:

California Department of Public Health	County of Kings
CDPH/WIC Division Attention: Regina Le-Grand-Sawyer Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: 916-928-8887 279-667-0357 E-mail: Regina.Legrandsawyer@cdph.ca.gov	Attention: Thomas Brand, R.D. 330 Campus Drive 460 Kings County Drive Hanford, CA 93230 Telephone: 559-852 4719 Fax: 559-587-9144 E-mail: Thomas.Brand@co.kings.ca.us

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 94-6000814
FISCAL ID #:
Contractor: County of Kings
Attention: Cashier
Address: 1400 W. Lacey Blvd. Hanford, CA 93230
Contract Number: 22-10254 A04 A03
Email: Crystal.Hommerding@co.kings.ca.us

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

III. Exhibit A, Scope of Work, Provision 8.1).a) has been revised as follows:

- a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.
1. Year 1 participant monthly caseload: 7,410
 2. Year 2 participant monthly caseload: ~~7,410~~ **7,510**
 3. Year 3 participant monthly caseload: ~~7,410~~ **7,510**

IV. Exhibit B, Budget Detail and Payment Provisions has been revised as follows:

F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

~~\$6,589,884.00~~ **\$6,635,596.00** for the budget period of 10/01/2022 through 09/30/2025.

V. Exhibit B, Attachment I, Budget Detail has been replaced in its entirety.

Exhibit B, Attachment I
Budget Detail
October 1, 2022 - September 30, 2025

PERSONNEL	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Amended Minimum Base Annual Salary	Maximum Base Annual Salary	Amended Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023		Year 2 10/1/2023 - 9/30/2024				Year 3 10/1/2024 - 9/30/2025				Total	Total Budget Adj.	Amended Total				
							FTE	Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.				Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount
WIC Director	1-22	1-8	77,043		94,016		1.00	91,250	1.00		1.00	91,250		91,250	1.00		1.00	91,250		91,250	273,750	-	273,750
Senior Dietitian	3,6,7,8,9,10,12,14,15	1-8	70,429		87,693		2.00	156,200	2.00		2.00	173,639		173,639	2.00		2.00	173,739		173,739	503,578	-	503,578
Registered Dietitian	3,6,7,8,9,10,12,14,15	1-8	66,997		83,429		1.00	72,572	1.00		1.00	74,995		74,995	1.00		1.00	76,725		76,725	224,292	-	224,292
Nutrition Educator ⁽¹⁾	3,6,7,8,9,10,12,14,15	1-8	47,300		58,864		1.00	59,446	1.00		1.00	60,029		60,029	1.00		1.00	60,611		60,611	180,086	-	180,086
Breastfeeding Coordinator ⁽¹⁾	3,6,7,8,9,10,12,14,15	1-8	47,300		58,864		1.00	59,446	1.00		1.00	59,646		59,646	1.00		1.00	59,846		59,846	178,938	-	178,938
Office Assistant I ⁽¹⁾	9,12	3-5, 8	31,283		38,188		0.50	16,995	0.50		0.50	17,995		17,995	0.50		0.50	20,100		20,100	55,090	-	55,090
Office Assistant II ⁽¹⁾	9,12	3-5, 8	34,549		43,015		0.50	17,978	0.50		0.50	20,988		20,988	0.50		0.50	22,345		22,345	61,311	-	61,311
Office Assistant III ⁽¹⁾	9,12	3-5, 8	38,189		47,528		1.00	44,346	1.00		1.00	47,049		47,049	1.00		1.00	47,528		47,528	138,923	-	138,923
WIC Nutrition Assistant I ⁽¹⁾	9,12,14,15	1-8	31,283		38,938		4.00	125,132	4.00		4.00	126,464		126,464	4.00		4.00	126,464		126,464	378,060	-	378,060
WIC Nutrition Assistant II ⁽¹⁾	9,12,14,15	1-8	34,549		43,015		2.00	69,098	2.00		2.00	69,805		69,805	2.00		2.00	75,900		75,900	214,803	-	214,803
WIC Nutrition Assistant III ⁽¹⁾	9,12,14,15	1-8	38,189		47,528		8.00	383,146	8.00		8.00	387,022		387,022	8.00		8.00	390,898		390,898	1,161,066	-	1,161,066
Nursing Division Manager	1,2,3,5,6,8,9,11,12,13,17,19-22	1-8	102,835		125,465		0.10	11,277	0.10		0.10	11,937		11,937	0.10		0.10	12,050		12,050	35,264	-	35,264
Fiscal Specialist	12,13		56,014		71,843		0.10	5,750	0.10		0.10	5,828		5,828	0.10		0.10	5,950		5,950	17,528	-	17,528
																						-	-
																						-	-
																						-	-
Overtime ⁽³⁾	7,8,9,12,14,15	1-8						5,000				3,000		3,000				2,500		2,500	10,500	-	10,500
Salaries and Wages								1,117,636				1,149,647		1,149,647				1,165,906		1,165,906	3,433,189	-	3,433,189
Total FTE							22.20		22.20	0.00	22.20				22.20	0.00	22.20						
Fringe Benefits ⁽⁴⁾							Percent	Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total		
							42.00000%	489,407	42.00000%		482,851	-	482,851	42.00000%		489,680	-	489,680	1,441,938	-	1,441,938		
TOTAL PERSONNEL (paid by State WIC contract)								1,587,043			1,632,498	-	1,632,498			1,655,586	-	1,655,586	4,875,127	-	4,875,127		
Total In-Kind for Personnel ⁽¹²⁾								-			-		-		-			-			-	-	-
OPERATING	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total		
General Expenses ⁽⁵⁾	5-7,17-21,23	1-10						103,048			84,748	18,413	103,161			54,359	19,856	74,215	242,155	38,269	280,424		
Travel ⁽⁶⁾	8	1-10						6,000			5,500		5,500			5,000		5,000	16,500		16,500		
Training	4,5,7,17,21,23	1-10						3,000			3,000		3,000			3,000		3,000	9,000		9,000		
Outreach/Media/Promotion	17	1-10						500			-	6,500	6,500			-	3,000	3,000	500	9,500	10,000		
Facility Costs (see Exhibit B, Attach II for breakdown) ⁽⁷⁾	11,23	1-10						190,116			193,920	-	193,920			197,796	-	197,796	581,832	-	581,832		
TOTAL OPERATING (paid by State WIC contract)								302,664			287,168	24,913	312,021			260,155	22,856	283,011	849,987	47,769	897,756		
Total In-Kind for Operating ⁽¹²⁾								-			-		-		-			-			-	-	-
CAPITAL EXPENDITURES ⁽⁸⁾ (Unit Cost of \$5,000 or More)	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total		
Equipment ⁽⁹⁾	6,17,18,20,21	1-10						-			-		-			-		-	-		-	-	-
Vehicles ⁽¹⁰⁾	8,17-19	1-10						36,000			-		-			-		-	36,000		36,000		
TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)								36,000			-		-			-		-	36,000		36,000		
Total In-Kind for Capital Expenditures ⁽¹²⁾								-			-		-			-		-			-	-	-
OTHER COSTS ⁽¹¹⁾	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total		
TOTAL OTHER COSTS (paid by State WIC contract)								-			-		-			-		-	-		-	-	-
Total In-Kind for Other Costs ⁽¹²⁾								-			-		-			-		-			-	-	-
INDIRECT							Percent	Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total		
Total Personnel Costs							17.00000%	269,797	17.00000%	16.87400%	277,524	(2,057)	275,467	17.00000%		281,449	-	281,449	828,770	(2,057)	826,713		
TOTAL INDIRECT (paid by State WIC contract)								269,797			277,524	(2,057)	275,467			281,449	-	281,449	828,770	(2,057)	826,713		
Total In-Kind for Indirect ⁽¹²⁾								-			-		-		-			-			-	-	-
TOTAL BUDGET (paid by State WIC contract)								\$ 2,195,504			\$ 2,197,190	\$ 22,856	\$ 2,220,046			\$ 2,197,190	\$ 22,856	\$ 2,220,046	\$ 6,589,884	\$ 45,712	\$ 6,635,596		
Total In-Kind for All Budget Line-Items ⁽¹²⁾								\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Contract Year:
Contract Amount:
Funding Changes:
Checks/Balances:

Year 1
\$ 2,195,504
\$ -
\$ -

Year 2
\$ 2,220,046
\$ 22,856
\$ -

Year 3
\$ 2,220,046
\$ 22,856
\$ -

*All costs will be reviewed by CDPH for approval

⁽¹⁾ Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

⁽²⁾ Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

⁽³⁾ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

⁽⁴⁾ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⁽⁵⁾ General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⁽⁶⁾ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⁽⁷⁾ Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.

⁽⁸⁾ Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⁽⁹⁾ Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.

⁽¹⁰⁾ Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.

⁽¹¹⁾ Other Costs - List the subcontractor's name and brief description of services provided.

⁽¹²⁾ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

22-10254 A03

Solicitation / Contract Number

County of Kings

Bidder ID / Vendor ID (optional)

559-584-1401

Business Name

460 Kings County Dr

Business Telephone Number

Hanford CA 93230

Business Address

City State Zip Code

Contract / Description of Purchase

CDPH WIC Funding for Kings County Department of Public Health

Section 2: Reporting and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")? Yes No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

<p>1. GenAI Model Name</p> <p>LLM Version (Including number of parameters)</p> <p>All Model Names/ Owners for The Solution or Offering</p>	
--	--

2. Applications / Product Owner (GenAI powered or driven)	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

Signature

Date

Submit completed form to the awarding department.

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) and All Model Names/Owners for The Solution or Offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. Applications/Product Owner (GenAI powered or driven):
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: 17TH AVENUE AND HOUSTON AVENUE SIGNALIZATION PROJECT
SUMMARY:

Overview:

On July 23, 2024, the Board approved the right of way purchase agreements and grant deed certificates of acceptance for additional right of way and temporary construction easements for the construction of the traffic signal at the intersection of 17th Avenue and Houston Avenue near the city of Lemoore. As part of the right of way process, additional documents are necessary to complete the right of way acquisitions necessary for the project.

Recommendation:

Authorize the Public Works Director to sign the Funds Disbursement Request, the Title Acceptance Form, and the Escrow Closing Documents for the acquisition of additional right of way from Ruben S. Thorbus and Linda M. Thorbus, Mary Donita Hansen, and Monica A. Barcenas for a traffic signalization project at 17th Avenue and Houston Avenue.

Fiscal Impact:

The project will not impact the Genal fund. Funding for the project is administered through the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) program with a federal reimbursement rate of 88.53% and a local match of 11.47%, which will be paid through the County’s Road Fund. The purchase of additional right of way equals \$51,300 and will be provided by the County Road Fund, as included in the Fiscal Year 2024-25 Adopted Budget in Budget Unit 311000.

BACKGROUND:

The Public Works Department, based on a 2016 intersection traffic volume and accident study at 17th and Houston Avenues, concluded that a traffic signal was warranted. The study revealed that the intersection met

(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

17TH AVENUE AND HOUSTON AVENUE SIGNALIZATION PROJECT

September 17, 2024

Page 2 of 2

traffic signal warrants based on queuing and delays. The intersection is currently controlled by an all way four stop as a temporary measure. County staff moved forward in securing funding for project design, right of way, and construction. The funding for this project is provided by the FHWA – CMAQ program with a federal reimbursement rate of 88.53% and 11.47% local match coming from the County Road Fund. Construction funding is programmed by the Kings County Transportation Commission, acting in its role as a Metropolitan Planning Organization (MPO), for fiscal year 2026-27; however, the County plans to advance funding upon approved right of way certification to the current fiscal year to begin construction in early 2025. All work shall comply with State, Federal, and local requirements.

In order to obtain right of way certification from Caltrans and FHWA, acquisition of additional right of way and utility relocation is necessary. Construction authorization will be submitted to Caltrans and FHWA shortly after securing the right of way certification.

Right of way agreements and grant deed certifications were prepared for the acquisition of additional right of way at the following parcels near the intersection of 17th Avenue and Houston Avenue.

- 023-040-009
- 023-040-008
- 023-030-039

The right of way agreement and grant deed certifications for all three properties were approved by the Board on July 23, 2024. Additional documents are necessary to complete and close the right of way acquisition process. The additional documents necessary to complete the right of way acquisition process consist of the Funds Disbursement Request, the Title Acceptance Form and Escrow Closing Documents. Closing documents for the acquisition of additional right of way from the Ruben S. Thorbus and Linda M. Thorbus property are ready to be executed. Closing documents for Mary Donita Hansen and Monica A. Barcenas are still pending due to the loans on the properties that require a lender clearance before closing documents can be developed.

The Public Works Department requests authorization for the Public Works Director to execute these documents as they become available in order to complete the right of way acquisition process with Ruben S. Thorbus and Linda M. Thorbus, Mary Donita Hansen, and Monica A. Barcenas.

The closing documents have been reviewed by County Counsel.

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

<https://www.countyofkingsca.gov/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 September 17, 2024

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

SUMMARY:

Overview:

On March 5, 2024, the Board approved the construction agreement with Ardent General, Inc., for the construction of the Fire Station No. 5 Partial Remodel Project in Armona. Improvements for the project consist of the expansion of the living quarters, reconstruction/expansion of the fire apparatus bays, reconstruction of the existing parking lot, and new concrete walkways. During the project several changes in the original scope and additional necessary work due to unforeseen circumstances and Fire Department operations have led to an increase in the agreement amount with Ardent General, Inc. A total of four change orders have been developed for the project with the first three approved by the Public Works Director as these resulted in an amount of less than 10 percent of the original contract amount. Change order number 4 exceeds the 10 percent of original contract amount that the Public Works Director can approve and thus, the Public Works Department is before the Board to seek approval of change order number 4 so that work proceeds at Fire Station No. 5. The new contract amount with Ardent General including change orders 1 through 4 equals \$3,128,845 with a total increase of \$358,845 from the original contract amount of \$2,770,000.

Recommendation:

- a. Approve the Construction Contract Change Order No. 4 with Ardent General, Inc., for the Kings County Fire Department Fire Station No. 5 – Partial Remodel project;
- b. Authorize the Public Works Director to sign Change Order No. 4.

Fiscal Impact:

This project is a capital project and will not impact the General Fund. The project will utilize 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 to the Board

By _____, Deputy.

Agenda Item

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

September 17, 2024

Page 2 of 2

secured from the High-Speed Rail. The funding amount secured from the High-Speed Rail for Fire Department improvements totals \$6,595,671. The current construction amount including change orders 1 through 4 is \$3,128,845. Funding for the project is included in the Fiscal Year 2024-25 Adopted Budget under the Capital Outlay project 070020 in Budget Unit 700000.

BACKGROUND:

Construction of the California High Speed Rail has impacted the existing Fire Station No. 4 located on Houston Avenue just east of State Route 43. Due to these impacts, Fire Station No. 5 in Armona is undergoing a partial remodel to extend the living quarters and fire apparatus bays, bring the building to American with Disabilities Act (ADA) standards, reconstruct walkways, and to reconstruct the failed asphalt parking lot.

During the course of the project several changes occurred which included the relocation of the Fire Department's mobile home from Fire Station No. 4 to Fire Station No. 5 as well as the installation of permanent facilities such as sewer and water, the construction of an asphalt driveway, and temporary electrical connection in order to house staff during the building remodel. Throughout the course of the building remodel project unforeseen conditions and additions have resulted in an increase in construction cost. Some of the conditions encountered were reconfigurations to the proposed sewer line due to an incorrect depiction in the building as-builts, the addition of a speaker system, and changes to the plumbing configuration in order to utilize the existing drain in the fire apparatus bay.

The total increase in construction cost due to change orders 1 through 4 equal \$358,845 for a total construction amount to date of \$3,128,845.

The Public Works Department recommends that Change Order No. 4 in the amount of \$86,137 be approved so that work may proceed.

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

<https://www.countyofkingsca.gov/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 September 17, 2024

SUBMITTED BY: Administration – Kyria Martinez/Gisselle Coyt

SUBJECT: RESPONSE TO GRAND JURY REPORT FOR THE KINGS COUNTY LOCAL AGENCY FORMATION COMMISSION

SUMMARY:

Overview:

Pursuant to Section 933 of the California Penal Code, the Kings County Local Agency Formation Commission (LAFCO) is a required respondent to the findings and recommendations outlined in the Grand Jury’s report titled, ‘Kings County Local Agency Formation Commission’s Policies and Procedures Manual and Municipal Service Reviews for Cities and Community Districts Need Updating.’ The Board is an invited respondent. Consistent with past practice, the response from the Kings County LAFCO is being brought forward for adoption as the Board’s response.

Recommendation:

Approve Kings County Local Agency Formation Commission’s response to the Grand Jury report titled, “Kings County Local Agency Formation Commission’s Policies and Procedures Manual and Municipal Service Reviews for Cities and Community Districts Need Updating” as the Board’s response.

Fiscal Impact:

There is no fiscal impact with this action.

BACKGROUND:

The 2023-2024 Grand Jury discovered during its normal investigative duties that the last time the Kings County LAFCO Policies and Procedures Manual was revised or updated was on March 22, 2006. Additionally, the last time the Municipal Services Review (MSR) for Kings County was revised or updated was on October 24, 2007. The stated purpose of LAFCO is to encourage the orderly formation of local government agencies, preserve

(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

RESPONSE TO GRAND JURY REPORT FOR THE KINGS COUNTY LOCAL AGENCY FORMATION COMMISSION

September 17, 2024

Page 2 of 2

agricultural land resources, discourage urban sprawl, and provide a sphere of influence for each city and special district in the County of Kings. The purpose of MSR is to evaluate the structure and operation of the local municipalities, service areas, and special districts.

The findings in the report are: 1) The Kings County LAFCO Policies and Procedures Manual was last updated on March 22, 2006 (18 years ago), and 2) The Kings County LAFCO MSR for Cities and Community District was last updated on October 24, 2007 (17 years ago).

The recommendations outlined in the report are: 1) The Kings County LAFCO Policies and Procedures Manual should be reviewed and/or updated every five years, and 2) The Kings County LAFCO MSR should be reviewed and/or updated every five years.

Kings County LAFCO is a required respondent to the Grand Jury report titled 'Kings County Local Agency Formation Commission's Policies and Procedures Manual and Municipal Service Reviews for Cities and Community Districts Need Updating' and the Board is an invited respondent. The report was received by Kings County LAFCO on June 26, 2024, and sent a response on July 24, 2024 that was approved by Kings County LAFCO. The response from Kings County LAFCO is being brought forward for consideration for the Board to adopt as their invited response.



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

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

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

RUSTY ROBINSON – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

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

September 17, 2024

Superior Court of California - County of Kings
Attn: Judge Jennifer Giuliani
1640 Kings Court Drive
Hanford, CA 93230

SUBJECT: Response to Grand Jury Report “Kings County Local Agency Formation Commission’s Policies and Procedures Manual and Municipal Service Reviews for Cities and Community Districts”

Dear Judge Giuliani;

The Kings County Grand Jury recently completed a report on their investigation of the Local Agency Formation Commission (LAFCo) of Kings County. The Board of Supervisor’s appreciates the Grand Jury’s interest in LAFCo’s activities as it is one of the lesser known agencies within the County. Additionally, the Board appreciates the information provided concerning areas where LAFCo can provide better public service. Kings LAFCo endeavors to provide the best possible public service to the citizens of Kings County. The Board provides the following invited response to the Grand Jury’s findings and recommendations.

Finding No. 1:

The Kings County LAFCO Policies and Procedures Manual was last updated on March 22, 2006 (18 years ago).

Recommendation No. 1:

The Kings County LAFCO Policies and Procedures Manual should be reviewed and/or updated every five years.

Response No. 1: Agree.

Upon review of the LAFCo Policies and Procedures Manual it is recognized that the latest update was back in 2006. Staff will work to review and/or update the Policies and Procedures Manual within this fiscal year and at least every five years thereafter.

Finding No. 2:

The Kings County LAFCO MSR for Cities and Community Service Districts was last updated on October 24, 2007 (17 years ago).

Recommendation No. 2:

The Kings County LAFCO should be reviewed and/or updated every five years.

Response No. 2: Agree in part

Upon review of the Kings LAFCo MSRs it is acknowledged that in 2007 Kings LAFCo completed MSRs for each City and District within Kings County. Since that time Kings LAFCO completed a new MSR for the City of Lemoore in 2022 and a new MSR for the Tulare Lake Drainage District in 2023 to include the expansion of their Spheres of Influence. LAFCo is additionally currently in the process of conducting a MSR for the City of Hanford to include the expansion to its Sphere of Influence. Staff will work to have Kings LAFCo review and/or update the remaining City and Community Service District MSRs within Kings County this fiscal year and at least every five years thereafter.

Sincerely,

Doug Verboon, Chariman
Kings County Board of Supervisor

Kings County Local Agency Formation Commission's
Policies and Procedures Manual and
Municipal Service Reviews for Cities and Community Districts
Need Updating
January 2024

Summary

The Kings County Civil Grand Jury (Grand Jury) learned that the Policies and Procedures Manual for the Kings County Local Agency Formation Commission (LAFCO) is outdated. The Grand Jury also found that the LAFCO's Municipal Service Reviews for Cities and Community Districts (MSR) is outdated as well.

Background

The Grand Jury operates as an investigative agency performing a two-fold function.

- 1) The Grand Jury has powers and duties with respect to the oversight of public offices, officers, and transactions. Designated State and all County and special District agencies that serve Kings County are routinely reviewed and critiqued by the Grand Jury in its annual and interim reports.
- 2) The Grand Jury has powers and duties with respect to inquiry into possible public offenses or misconduct in office by public officers.

During its normal investigative duties, the Grand Jury looks at local and county websites. It was discovered that the last time the LAFCO's Policies and Procedures Manual was revised or updated was on March 22, 2006. Additionally, the last time the MSR for Kings County was revised or updated was on October 24, 2007.

The stated purpose of LAFCO is to encourage the orderly formation of local government agencies, preserve agricultural land resources, discourage urban sprawl, and provide a sphere of influence (SOI) for each city and special district in the County of Kings.

- 1) Periodic review and maintenance are necessary. The adequacy of each adopted SOI will be reviewed every five years or as necessary following the initial SOI determination. This preliminary evaluation is conducted by staff who will recommend that the executive officer either 1) proceed with a sphere update restudy or 2) affirm the existing sphere. Changes in land use, planning policy, demographics, demand for public services or service capabilities may also justify the need to restudy or amend spheres of influence.

The purpose of a MSR is to evaluate the structure and operation of the local municipalities, service areas, and special districts. Possible areas for improvement and coordination are discussed in each MSR.

It would be beneficial to citizens of Kings County and the LAFCO staff if the Policies and Procedures Manual of LAFCO and the MSR were reviewed and/or updated every five years. If there is no update, an addendum or other means could identify the date of review. Having an up-to-date Policies and Procedures Manual aids in and assures that staff and citizens know what services are provided and that the services are consistent with any changes an organization has experienced.

When the Grand Jury interviewed staff, it was informed that staff members were aware as of February 6, 2024, that the LAFCO Policies and Procedures Manual and the MSR were outdated. It was reported that an update was in the works and expected to be completed by December 2023.

Methodology

The Grand Jury interviewed members of several Kings County departments/commissions and reviewed various sources of information including:

- 1) The Kings County LAFCO website was reviewed.
www.countyofkings.com/departments/board-of-supervisors/boards-commissions/local-agency-formation-commission-lafco
- 2) The Kings County Municipal Service Review for Cities and Community Districts was reviewed.
www.kingslafco.com/Documents/2007%20KC%20MSR%2010-24-07%20plus%20resolution.pdf
- 3) The Cortese–Knox–Hertzberg Local Government Reorganization Act of 2000 was reviewed.
www.Calafco.org/sites/default/files/resources/CKH-Guides/CKH GUIDE-2003
- 4) A Citizens Guide to LAFCOs – Local Area Formation Commission’s
www.acgov.org/lafco/documents/CitizensGuideToLAFCO.pdf
- 5) San Joaquin Valley Regional Policy Council
<https://sjvcogs.org/land-availability/annexations-spheres-of-influence-county-islands-and-municipal-service-reviews/>
- 6) County of Kings. Grand Jury <https://www.countyofkings.com/departments/grand-jury>
- 7) The following California Government Code sections were also reviewed:
 - 1) Assembly Bill (AB) 2838 (Local Agency Formation Commission)
 - 2) Government Code § 56301 (Local Agency Formation Commission)
 - 3) Government Code § 56375 (LAFCO Powers)
 - 4) Government Codes § 56425 and § 56426.5 (Sphere of Influence)
 - 5) Government Code § 56430 (Municipal Service Review-Spheres of Influence)

Discussion

The California State Legislature has the constitutional power to control city and special district boundaries. Counties all have differing government institutions, geography, citizenry, and local needs so the Legislature authorizes a LAFCO in each county.

The objectives of LAFCO are as follows per the LAFCO website:

- 1) **Encourage the orderly formation of local governmental agencies.** LAFCOs review proposals for the formation of new local governmental agencies and changes of LAFCOs review proposals for the formation of new local governmental agencies and changes of organizations in existing agencies. In California, there are 58 LAFCOs working with nearly 4,000 governmental agencies in 58 counties, 500+ cities and 3,000+ special districts. Agency boundaries are often unrelated to one another and sometimes overlap, often leading to higher service costs to the taxpayer and general confusion regarding service area boundaries. LAFCO decisions strive to balance the competing needs in California for affordable housing, economic opportunity, and conservation of natural resources.
- 2) **Preserve Agricultural Land Resources.** LAFCO must consider the effects that any proposal will produce on existing agricultural lands. By guiding development toward vacant urban land and away from agricultural preserves, LAFCO assists with the preservation of our valuable agricultural resources. Section 56377 guides this objective by requiring that LAFCO must consider the following when reviewing and approving or disapproving proposals which could reasonably be expected to induce, facilitate, or lead to the conversion of existing open-space lands to uses other than open-space uses. The commission shall consider all of the following policies and priorities:
 - a. Development or use of land for other than open-space uses shall be guided away from existing prime agricultural lands in open-space use toward areas containing nonprime agricultural lands, unless that action would not promote the planned, orderly, efficient development of an area.
 - b. Development of existing vacant or nonprime agricultural lands for urban uses within the existing jurisdiction of a local agency or within the sphere of influence of a local agency should be encouraged before any proposal is approved which would allow for or lead to the development of existing open-space lands for non-open-space uses which are outside of the existing jurisdiction of the local agency or outside of the existing sphere of influence of the local agency.
- 3) **Discourage Urban Sprawl.** Urban sprawl can best be described as irregular and disorganized growth occurring without apparent design or plan. This pattern of development is characterized by the inefficient delivery of urban services (police, fire, water, and sanitation) and the unnecessary loss of agricultural land.
- 4) By discouraging sprawl, LAFCO limits the misuse of land resources and promotes a more efficient system of local governmental agencies.

LAFCOs were created in 1963 by the Knox-Nesbit Act and was amended by the District Reorganization Act of 1965, the Municipal Organization Act of 1977 and finally by the Cortese-Knox-Hertzberg (**Appendix A**) with the purpose of changing local government boundaries by annexing land in a logical and timely manner.

The Kings County LAFCO board consists of eleven members drawn from the following: two members of the Kings County Board of Supervisors, two City Council Members from the four incorporated cities (Avenal, Corcoran, Hanford, and Lemoore), and a public member who is chosen by the commissioners.

The commission is scheduled to meet on the fourth Wednesday of every month at 3:00 pm in the Board of Supervisors' Chambers located at 1400 West Lacey Boulevard in Hanford. However, the commission only meets when an application for reorganization is received. Property owners who wish to annex or be detached to a city or special district may apply by approaching the city or special district to have the council or board adopt a resolution of application or they may petition the commission directly. Commissioners cannot tell counties or cities what their planning goals should be. Rather, LAFCOs coordinate the orderly redevelopment of a community through reconciling differences between city and county plans, so the most efficient urban service arrangements are created for the benefit of area residents and property owners.

LAFCO has authority over the following:

- 1) **Boundary Changes.** LAFCO regulates boundary changes proposed by public agencies or individuals through approval or denial. LAFCO does not have the power to initiate boundary changes on their own, except for proposals involving small island annexation, the dissolution or consolidation of special districts, and the merging of subsidiary districts.
- 2) **Municipal Service Reviews (MSR) and Spheres of Influence Studies.** One of the most important charges given to LAFCO was the adoption of "Spheres of Influence" for local governments. (Appendix B) A "Sphere of Influence" is the physical boundary and service area that a governmental agency is expected to serve. Establishment of this boundary is based on the results of the Municipal Service Review Study (Appendix C) and is necessary to determine which governmental agencies can provide services in the most efficient way to the people and property in any given area. The "Sphere of Influence" requirement also works to discourage urban sprawl by preventing overlapping jurisdictions and duplication of services.
- 3) **Special Studies.** Through special studies, LAFCO encourages governments to evaluate their current operations and options for reorganization. Local agencies often overlap and have the potential of duplicating services. LAFCOs conduct service studies and consolidation feasibility studies. These studies provide general information about local governments and present alternatives for improving services and reducing operational costs.
- 4) **Initiation of Special District Consolidations.** As of July 1, 1994, LAFCOs have had the authority to initiate proposals that include the dissolution or consolidation of special districts, or the merging of an existing subsidiary district (Section 56375(a)).
A change in organization can mean any of the following:
 - a. A city incorporation
 - b. A district formation
 - c. An annexation to, or detachment from, a city or district
 - d. A disincorporation of a city

- e. A district dissolution
 - f. A consolidation of cities or special districts
 - g. A merger or establishment of a subsidiary district
 - h. An authorization of a special district to exercise one of its latent powers or to extend the area over which a latent power is exercised.
 - i. A reorganization involving two or more of the above-listed changes of organization. Prior to initiating such an action, LAFCO must determine that the district's customers would benefit from the proposal through adoption of a sphere of influence or other special study.
- 5) **Out of Agency Service Agreements.** Cities and districts are required to obtain LAFCOs approval prior to entering into contracts with private individuals to provide services outside of the agency's boundaries (Section 56133).

Specifically excluded from LAFCO's jurisdiction are the following local government agencies:

- a) A school district or community college district.
- b) A special assessment district.
- c) An improvement district.
- d) A community facilities district formed pursuant to the Mello-Roos Community facilities Act of 1982.
- e) A permanent road division formed pursuant to Section 1160 of the Street and Highways Code.
- f) An air pollution control district or an air quality maintenance district.
- g) A service zone of a fire protection district.

A Municipal Service Review (MSR) is a comprehensive study to determine the adequacy of governmental services being provided by the local agencies under LAFCO jurisdiction. This provides cities and special districts with an assessment on their provision of services, suggests recommendations regarding areas of improvement, and helps determine whether or not an agency is equipped to effectively provide services within its existing or expanded sphere of influence.

The Grand Jury compared information found on websites with the following LAFCO counties and found:

Tulare County last updated their LAFCO Policy and Procedures Manual on June 13, 2022. Fresno County made changes on June 8, 2022.

Humbolt County made changes on July 17, 2013, and May 16, 2018.

Kern County made changes in June of 2011.

Napa County made changes on December 5, 2022.

Findings

F1. The Kings County LAFCO Policies and Procedures Manual was last updated on March 22, 2006 **(18 years ago)**.

F2. The Kings County LAFCO MSR for Cities and Community Districts was last updated on October 24, 2007 **(17 years ago)**.

Recommendations

R1. The Kings County LAFCO Policies and Procedures Manual should be reviewed and/or updated every five years.

R2. The Kings County LAFCO MSR should be reviewed and/or updated every five years.

REQUIRED RESPONSE

Pursuant to Penal Code Section § 933 (c), provided in part: “No later than 90 days after the Grand Jury Submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body and every elected county officer or agency head for which the Grand Jury had responsibility pursuant to Section § 914.1 shall comment within 60 days to the presiding judge of the superior court...”

Chuck Kinney, Executive Officer
Kings County LAFCO
1400 Lacey Boulevard
Hanford, Ca 93230

INVITED RESPONSE

Kings County Board of Supervisors
1400 Lacey Boulevard
Hanford, Ca 93230

Mail Original to:

Judge Jennifer Giuliani, Presiding Judge
Kings County Superior Court
1640 Kings Court Drive
Hanford, CA 93230

Mail Copy to:

Kings County Civil Grand Jury
P O Box #1562
Hanford, CA 93230

Appendix A

Calafco.org

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Act) requires LAFCo to review and update, as necessary, each local agency's Sphere of Influence (SOI) before January 1, 2008, and every five years thereafter. As part of the SOI update, the Commission must consider and prepare a written statement of its determinations which are summarized as follows:

1. The present and planned land uses in the area, including agricultural and open-space lands.
2. The present and probable need for public facilities and services in the area.
3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
4. The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.
5. For a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

Prior to, or in conjunction with an agency's SOI update, LAFCo is required to conduct a Municipal Service Review (MSR) for each agency. A MSR is a comprehensive review of an agency's ability to provide service(s) to those persons and businesses within its current boundaries. Per the Act, the Commission prepares written statements of its determinations with respect to each of the following factors:

1. Growth and population projections for the affected area.
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the SOI.
3. Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared facilities.
6. Accountability for community service needs, including governmental structure and operational efficiencies.
7. Any other matter related to effective or efficient service delivery, as required by commission policy.

The Commission's Municipal Service Review Policy establishes the MSR Program's goal: "...To provide cities and special districts with an assessment on their provision of services, make recommendations regarding areas of improvement, and determine whether or not an agency is equipped to effectively provide services within its existing or expanded SOI."

The Commission determines the SOI boundary for local agencies under LAFCo's jurisdiction. The SOI is a planning boundary outside an agency's service area that means, a plan for the probable physical boundaries and service area of a local agency. The Commission adopts, updates, and

evaluates an SOI using a 20-year planning horizon. An SOI is the Commission's best estimate of the probable service area for an agency over time, depending upon information collected during the MSR update process. (For text of the law, see the Government Code, Sections 56425; 56430; and Fresno LAFCo Policies, Standards and Procedures Manual - Policy 107.)

Appendix B

Sphere of Influence

California Code, Government Code - GOV § 56425

Current as of January 01, 2023 | Updated by [FindLaw Staff](#)

- (a) In order to carry out its purposes and responsibilities for planning and shaping the logical and orderly development and coordination of local governmental agencies subject to the jurisdiction of the commission to advantageously provide for the present and future needs of the county and its communities, the commission shall develop and determine the sphere of influence of each city and each special district, as defined by [Section 56036](#), within the county and enact policies designed to promote the logical and orderly development of areas within the sphere.
- (b) Prior to a city submitting an application to the commission to update its sphere of influence, representatives from the city and representatives from the county shall meet to discuss the proposed new boundaries of the sphere and explore methods to reach agreement on development standards and planning and zoning requirements within the sphere to ensure that development within the sphere occurs in a manner that reflects the concerns of the affected city and is accomplished in a manner that promotes the logical and orderly development of areas within the sphere. If an agreement is reached between the city and county, the city shall forward the agreement in writing to the commission, along with the application to update the sphere of influence. The commission shall consider and adopt a sphere of influence for the city consistent with the policies adopted by the commission pursuant to this section, and the commission shall give great weight to the agreement to the extent that it is consistent with commission policies in its final determination of the city sphere.
- (c) If the commission's final determination is consistent with the agreement reached between the city and county pursuant to subdivision (b), the agreement shall be adopted by both the city and county after a noticed public hearing. Once the agreement has been adopted by the affected local agencies and their respective general plans reflect that agreement, then any development approved by the county within the sphere shall be consistent with the terms of that agreement.
- (d) If no agreement is reached pursuant to subdivision (b), the application may be submitted to the commission and the commission shall consider a sphere of influence for the city consistent with the policies adopted by the commission pursuant to this section.
- (e) In determining the sphere of influence of each local agency, the commission shall consider and prepare a written statement of its determinations with respect to each of the following:

- (1) The present and planned land uses in the area, including agricultural and open-space lands.
- (2) The present and probable need for public facilities and services in the area.
- (3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
- (4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.
- (5) For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs pursuant to subdivision (g) on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
- (f) Upon determination of a sphere of influence, the commission shall adopt that sphere.
- (g) On or before January 1, 2008, and every five years thereafter, the commission shall, as necessary, review and update each sphere of influence.
- (h) In determining a sphere of influence, the commission may assess the feasibility of governmental reorganization of particular agencies and recommend reorganization of those agencies when reorganization is found to be feasible and if reorganization will further the goals of orderly development and efficient and affordable service delivery. The commission shall make all reasonable efforts to ensure wide public dissemination of the recommendations.
- (i) When adopting, amending, or updating a sphere of influence for a special district, the commission shall establish the nature, location, and extent of any functions or classes of services provided by existing districts.
- (j) When adopting, amending, or updating a sphere of influence for a special district, the commission may require existing districts to file written statements with the commission specifying the functions or classes of services provided by those districts.

Appendix C

Municipal Service Review

Cal. Gov. Code § 56430

Current through the 2023 Legislative Session.

Section 56430 - Review of municipal services provided in order to prepare and update spheres of influence:

(a) In order to prepare and to update spheres of influence in accordance with Section 56425, the commission shall conduct a service review of the municipal services provided in the county or other appropriate area designated by the commission. The commission shall include in the area designated for service review the county, the region, the subregion, or any other geographic area as is appropriate for an analysis of the service or services to be reviewed, and shall prepare a written statement of its determinations with respect to each of the following:

(1) Growth and population projections for the affected area.

(2) The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

(3) Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

(4) Financial ability of agencies to provide services.

(5) Status of, and opportunities for, shared facilities.

(6) Accountability for community service needs, including governmental structure and operational efficiencies.

(7) Any other matter related to effective or efficient service delivery, as required by commission policy.

(b) In conducting a service review, the commission shall comprehensively review all of the agencies that provide the identified service or services within the designated geographic area. The commission may assess various alternatives for improving efficiency and affordability of infrastructure and service delivery within and contiguous to the sphere of influence, including, but not limited to, the consolidation of governmental agencies.

(c) In conducting a service review, the commission may include a review of whether the agencies under review, including any public water system as defined in Section 116275, are in compliance with the California Safe Drinking Water Act (Chapter 4 (commencing with Section 116270) of Part 12 of Division 104 of the Health and Safety Code). A public water system may satisfy any request for information as to compliance with that act by submission of the consumer confidence or water quality report prepared by the public water system as provided by Section 116470 of the Health and Safety Code.

(d) The commission may request information, as part of a service review under this section, from identified public or private entities that provide wholesale or retail supply of drinking water, including mutual water companies formed pursuant to Part 7 (commencing with Section 14300) of Division 3 of Title 1 of the Corporations Code, and private utilities, as defined in Section 1502 of the Public Utilities Code.

(e) The commission shall conduct a service review before, or in conjunction with, but no later than the time it is considering an action to establish a sphere of influence in accordance with Section 56425 or 56426.5 or to update a sphere of influence pursuant to Section 56425. Ca. Gov. Code § 56430 Amended by Stats 2011 ch 513 (SB 244), s 6.5, eff. 1/1/2012. Amended by Stats 2011 ch 512 (AB 54), s 8, eff. 1/1/2012. Amended by Stats 2007 ch 244 (AB 1744), s 7, eff. 1/1/2008. Added by Stats 2000 ch 761 (AB 2838), s 81, eff. 1/1/2001.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: ELECTION LEGISLATION

SUMMARY:

Overview:

Assembly Bill (AB) 884 is an elections language accessibility bill that would create a new state-mandated program that would have burdensome financial implications to California counties as the bill lacks annual appropriations in the state budget act for county implementation and ongoing compliance to address the significant added costs imposed upon counties for election administration.

Recommendation:

Approve the letter to the Governor requesting the veto of Assembly Bill 884 regarding state-mandated election accessibility requirements.

Fiscal Impact:

Currently, AB 884 lacks dedicated annual appropriations in the state budget act for county implementation and ongoing compliance to address the significant added costs imposed upon counties for election administration. At this time, the exact fiscal impact is unknown but it is estimated to be a significant financial burden on the County’s General Fund unless vetoed or amended to include dedicated funding from the State.

BACKGROUND:

AB 884 would, by January 1, 2025, and by January 1 of every subsequent year following a presidential election, require the Secretary of State to create and make publicly available on their website a list of all languages, other than English, spoken or used by at least 5,000 voting-age individuals in the state who lack sufficient skills in English to vote without assistance and all languages, other than English, spoken by or used by at least 100 voting-age individuals in each county who lack sufficient skills in English to vote without assistance.

(Cont’d)

The bill would further require, for each statewide election, the Secretary of State to provide, in identified languages, registration forms, voting notices, instructions, assistance, other materials, and information relating to the electoral process that the Secretary of State prepares in English. AB 884 would require the Secretary of

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

ELECTION LEGISLATION

September 17, 2024

Page 2 of 2

State to provide a toll-free voter assistance hotline from 29 days before the day of the election until 5 p.m. on the day after the election that provides assistance in identified languages.

This bill would require a county elections official in a county where a language is identified by the Secretary of State to provide, in identified languages, ballots, registration forms, voting notices, instructions, assistance, and other materials and information relating to the electoral process that the county elections official prepares in English, which could be many different languages. The bill would require a county elections official to establish a language accessibility advisory committee that is comprised of representatives of language minority communities in addition to require a county elections official to conduct outreach with community-based organizations to educate voters who have indicated a language preference and to make reasonable efforts to recruit elections officials who are fluent in identified languages.

AB 884 would require the content of state and county elections internet websites to be translated into identified languages and would require the Secretary of State to ensure that a county complies with these provisions and to provide funding for a county language access coordinator if more than three languages are identified in a county. The bill would, until December 31, 2029, provide that the determination as to where it is appropriate to provide facsimile copies of the ballot with the ballot measures and ballot instructions printed in Spanish and other languages is to be governed by a specified Secretary of State memorandum. By increasing the duties of county elections officials, AB 884 would impose a state-mandated local program.

While counties are required to comply with all state mandates, counties only receive funding to carry out a select group of state-mandated programs in the form of after-the-fact reimbursement payments from the state. Counties comply with all other state mandates using local revenues. After a bill is signed into law, reimbursement for counties to comply with state-mandated programs is not automatic. Rather, counties initiate the process to receive reimbursement via the Commission on State Mandates, which may take a year or more to determine whether the new law meets the criteria for reimbursement – and even longer to establish a process and rate for reimbursement. Therefore, counties comply with new laws pending reimbursement status, often funding these programs alone for years, facing the uncertainty of reimbursement. In fact, according to the State Controller's Office, the state has accumulated a backlog of \$72.5 million in unpaid reimbursement claims owed to counties for costs incurred to comply with state-mandated programs and requirements to conduct elections.

The County believes in efficient and accessible voting for all. The strength as a state and a country is derived from the diversity of communities. The voices of all Californians are needed to express the people's will in its truest form. While the County acknowledges the value of expanding ballot language accessibility, there are crucial concerns due to the considerable costs that would be imposed on elections officials and the lack of a funding plan to pay for those costs. Election officials perform the difficult work of conducting free and fair elections despite stretched budgets, limited staffing, and frequent changes to election laws. While it is difficult to estimate the full extent of costs imposed on counties given the lack of readily available data, AB 884 would more than double the language services costs and demand on labor, materials, and contracted services on some counties.

The Kings County Registrar of Voters supports urging the Governor to veto AB 884.



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

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

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

RUSTY ROBINSON – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

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

September 17, 2024

The Honorable Gavin Newsom
Governor of California
1021 O Street, Suite 9000
Sacramento, CA 95814

**Re: Assembly Bill 884 (Low) - Elections: language accessibility.
(As Amended 8/23/ 2024) – REQUEST FOR VETO**

Dear Governor Newsom:

On behalf of the Kings County Board of Supervisors, we are writing to respectfully request your veto on AB 884 which would be a burdensome cost Kings County would have to absorb annually. As this would create a state-mandated local program, amendments are needed to include an annual appropriation in the state budget act for county implementation and ongoing compliance to address the significant added costs imposed upon counties.

Counties believe in efficient and accessible voting for all. Our strength as a state and a country is derived from the diversity of our communities. The voices of all Californians are needed to express the people's will in its truest form. While we acknowledge the value of expanding ballot language accessibility, our concerns are primarily due to the considerable costs that would be imposed on elections officials and the lack of a funding plan to pay for those costs. Election officials perform the difficult work of conducting free and fair elections despite stretched budgets, limited staffing, and frequent changes to election laws. While it is difficult to estimate the full extent of costs imposed on counties given lack of readily available data, AB 884 would more than double the language services costs and demand on labor, materials, and contracted services in at least some counties.

This bill creates a new state-mandated local program. While counties are required to comply with all state mandates, counties only receive funding to carry out a select group of state-mandated programs in the form of after-the-fact reimbursement payments from the state. Counties comply with all other state mandates using local revenues. After a bill is signed into law, reimbursement for counties to comply with state-mandated programs is not automatic. Rather, counties initiate the process to receive reimbursement via the Commission on State Mandates, which may take a year or more to determine whether the new law meets the criteria for reimbursement—and even longer to establish a process and rate for reimbursement. Therefore, counties comply with new laws pending reimbursement status, often funding these programs alone for years, facing the uncertainty of reimbursement. In fact, according to the State Controller's Office, the state has accumulated a backlog of \$72.5 million in unpaid

reimbursement claims owed to counties for costs incurred to comply with state-mandated programs and requirements to conduct elections.

Compounding these fiscal constraints for counties, the state has suspended some mandated programs to address state budget deficits. While a mandate is suspended, the requirement remains in statute, but local governments are not required to comply with the law in that fiscal year and the state has no reimbursement obligation.

However, to meet the expectations of the public and continue an existing level of service for the community, counties often continue to perform and pay for suspended state-mandated programs. This cost-shifting pattern wherein the state acknowledges fiscal responsibility for a program, the public subsequently expects and relies on that program, and then the state suspends funding has added pressure and needless complications to the management of elections by counties for years. Included below are three examples of existing suspended mandates that many counties continue to perform in the interest of the public good and promoting access to the democratic process although they no longer receive reimbursement from the state:

- Absentee Ballots. Mandate: Absentee ballots shall be available to any registered voter. Status: Suspended.
- Permanent Absent Voters II. Mandate: County elections officials shall make an application for permanent absent voter status available to any voter. Status: Suspended.
- Voter Identification Procedures Mandate: Elections officials shall compare the signature on each provisional ballot envelope with the signature on the voter's affidavit of registration. Status: Suspended.

To quote the Legislative Analyst's Office, which opined on this exact topic a few years ago, "...the process the state uses to achieve its local elections priorities—the mandates process—simply has not worked."

After years of layered responsibilities for county elections officials and insufficient financial support from the state, Kings County urges the Legislature to pair all new requirements with an appropriation in the state budget act for county implementation.

For the reasons listed above, the County of Kings **requests your veto** on AB 884.

Sincerely,

Doug Verboon
Chairman
County of Kings, Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

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

SUBJECT: APPOINTMENT TO THE CHILD ABUSE PREVENTION COORDINATING COUNCIL

SUMMARY:

Overview:

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

Recommendation:

Appoint one new member to the Child Abuse Prevention Coordinating Council.

Fiscal Impact:

There is no fiscal impact associated with this appointment.

Advisory Board Statement:

The committee coordinator requests the appointments as outlined.

BACKGROUND:

There are four vacancies that exist on the Child Abuse Prevention Coordinating Council. Appointments are for two years unless the position is filling an un-expired term. The term expiration of this representative expires on December 31, 2025.

Criteria for appointment: The Committee shall consist of 13 members and applicants must meet the criteria for which the vacancy exists.

(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

APPOINTMENT TO THE CHILD ABUSE PREVENTION COORDINATING COUNCIL

September 17, 2024

Page 2 of 2

Members shall be comprised of, but not limited to the following representation: alcohol and other drug programs, child abuse prevention organizations, child advocacy organizations, child care organizations, community based organizations, consumers (children, foster parents, grandparents, parents, relatives), developmental disabilities advocates, education, employment development, health, housing, Native American tribal community, juvenile court, law enforcement, mental health, probation, service providers, military interests, and social services.

The function of the Child Abuse Prevention Coordinating Council is to provide services to Kings County that will improve the detection, investigation, and treatment of child abuse programs. The Council serves to review and critique reported cases to improve the standards and systems procedures, seek out and develop after care and treatment programs, monitor the ongoing programs, provide educational information to those agencies that have a legal responsibility to report, process, and treat child abuse cases, and disseminate information to the public concerning child abuse programs.

Applicants:

Chris Barsteceanu – Kings County Sheriff's Office/Law Enforcement

KINGS COUNTY CHILD ABUSE PREVENTION COORDINATING COUNCIL

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the Kings County Family Preservation and Support Board and the Kings County Child Abuse Prevention Coordinating Council.

Name: CHRIS BARSTECKANU

Address: 1550 KINGS COUNTY Telephone: [REDACTED]

Email: [REDACTED]

City/State/Zip: HANFORD CA 93230

Length of Residence in Kings County: 25 years

Supervisory District: _____

Occupation: KINGS COUNTY SHERIFF'S OFFICE COMMANDER

Education: B.S.

Affiliations: KINGS COUNTY SHERIFF'S OFFICE

Reason(s) for Seeking Appointment: TO SUPPORT CAPCC

Signature: [REDACTED]

Date: 7/23/24

Return Completed Form to: Kings County Human Services Agency
1400 West Lacey Blvd.
Hanford, CA 93230
(559) 582-3211 Ext. 2342
Attention: Shelly Verboon

Application has been reviewed by the Kings County Child Abuse Prevention Coordinating Council. Applicant is recommended for Council membership.

[Signature] 8/29/24
Chairperson/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 September 17, 2024

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

SUBJECT: AGREEMENT WITH MENTAL HEALTH SYSTEMS, INCORPORATED FOR ADULT SPECIALTY MENTAL HEALTH SERVICES, HOUSING SUPPORTIVE SERVICES, AND COURT TREATMENT SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Mental Health Systems, Incorporated (MHS) for the provision of adult specialty mental health services through the assertive community treatment (ACT) and full-service partnership (FSP) models, housing supportive services, and court treatment services.

Recommendation:

- a. Approve the agreement with Mental Health Systems, Incorporated for adult specialty mental health services, housing supportive services, and court treatment services effective October 1, 2024 through June 30, 2027;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount total is \$5,441,313 for fiscal year (FY) 2024-25, \$5,353,421 for FY 2025-26, and \$5,367,795 for FY 2026-27, for a total three-year agreement amount of \$16,162,529. Appropriations of \$5,441,313 for FY 2024-25 were not included in the FY 2024-25 Adopted Budget and are needing to be added in Budget Unit 422200 – Mental Health Services Act.

BACKGROUND:

MHS was issued a Notice of Intent to Award for Request for Proposal No. 2024-37 Adult Mental Health

(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 MENTAL HEALTH SYSTEMS, INCORPORATED FOR ADULT SPECIALTY MENTAL HEALTH SERVICES, HOUSING SUPPORTIVE SERVICES, AND COURT TREATMENT SERVICES

September 24, 2024

Page 2 of 2

Services: FSP and ACT with Supportive Housing and Court Treatment Services on May 16, 2024. The department currently has an active agreement with MHS for ACT and FSP services, valid until September 30, 2024, ensuring no service disruption to the public. ACT and FSP services are higher level of care services for those individuals who are challenged in engaging in traditional clinic-based mental health treatment, often times due to severe and persistent untreated mental illness and unmet basic needs such as lack of safe and stable housing. While FSP services offer an individual more intensive case management services than traditional specialty mental health services to help address engagement barriers, ACT services are not case management focused, rather are an internationally recognized, evidence-based multidisciplinary team treatment model that is for individuals experiencing severe mental illness who are most at-risk of recurrent psychiatric crisis, hospitalization, and potential involvement with the criminal justice system. ACT provides integrated intensive outpatient community-based treatment and includes individual and group therapy, peer supports, case management, medication support, employment training, education support, community living skills, housing services, crisis intervention, and family education.

Through this agreement, MHS will provide ACT and FSP services to adult Medi-Cal Plan Members in Kings County who are experiencing severe and persistent mental illness and need these higher level of care services to most appropriately and successfully engage in mental health treatment.

Additionally, per the Department of Health Care Services (DHCS) requirements, KCBH, as a cohort II county, will be implementing the CARE ACT (Community Assistance, Recovery and Empowerment Act, also known as CARE Court) on December 1, 2024, in collaboration with the Kings County Superior Court. CARE Court connects a person struggling with untreated schizophrenia or other psychotic disorders with a court-ordered Care Plan for up to 24-months. Each plan is managed by a care team in the community and can include clinically prescribed, individualized interventions with several supportive services, medication, and a housing plan. The client-centered approach also includes a public defender and supporter to help make self-directed care decisions in addition to their full clinical team. Those adults enrolled in CARE Court will be referred to the ACT/FSP program as part of the CARE Team for the provision of mental health treatment and housing assistance. CARE Court service requirements most closely align with and mirror that of ACT and FSP-type services, all with the aim to more successfully engage individuals into appropriate mental health treatment to reduce recurrent crisis, hospitalization, homelessness, and law enforcement involvement.

A key component of ACT, FSP, and CARE Court services is housing. Often, individuals meeting eligibility for these services lack safe and stable housing. Therefore, through this agreement, MHS will assist clients in stabilizing housing as well as with supportive services in sustaining housing. MHS will leverage community services and programs such as Continuum of Care Coordinated Etner System (CES) and Landlord Incentives/Landlord Mitigation Fund, Managed Care Plan's enchanted Care Management (EMC) and Community Supports (CS) to assist with housing.

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

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

<https://www.countyofkingsca.gov/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 September 17, 2024

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Christopher Narez
SUBJECT: PROJECT HOMEKEY – SUNRISE APARTMENTS OWNERSHIP TRANSFER
RESOLUTION AND SUBORDINATION AGREEMENT

SUMMARY:

Overview:

On November 10, 2020, the Board approved a resolution to apply for the Homekey grant award through the Department of Housing and Community Development (HCD). To obtain and utilize the grant funds, HCD required the Homekey grantees to enter into Standard Agreement 20-HK-00031 and the associated Regulatory Agreement and Declaration of Restrictive Covenants (County Regulatory Agreement, Instrument No. 2105232) which detailed the terms and conditions of the grant award. Homekey grant funds were used to acquire the Stardust Motel and convert it into Sunrise Apartments as affordable permanent housing. Additional financial assistance from the City of Hanford’s Community Development Block Grant (CDBG) funds and the County’s Permanent Local Housing Allocation (PLHA) were needed to complete the project. HCD requires the execution of a Subordination Agreement that places the City Regulatory Agreement, City Deed of Trust, County PLHA Covenant, and County CDBG Deed of Trust secondary to the County Regulatory Agreement and Covenant associated with Standard Agreement 20-HK-00031. Secondly, Kings Community Action Organization, Incorporated (KCAO) is seeking to acquire the Sunrise Apartment property to administer the Sunrise Apartments affordable housing program. HCD requires a resolution that recognizes that the property will be transferred to KCAO and authorizes/directs KCAO to enter into Standard Agreement 20-HK-00031.

Recommendation:

- a. **Adopt a resolution that allows for the transfer of ownership of Sunrise Apartments to Kings Community Action Organization, Incorporated;**
- b. **Approve the Subordination Agreement with Stardust KTHA, LLC and the City of**

(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

PROJECT HOMEKEY- SUNRISE APARTMENTS OWNERSHIP TRANSFER RESOLUTION AND SUBORDINATION AGREEMENT

September 17, 2024

Page 2 of 3

Hanford requiring that any potential repayment of project funds for Homekey first be paid to the California Department of Housing and Community Development before City and County grant funds are repaid.

Fiscal Impact:

There is no fiscal impact associated with the adoption of the resolution and approval of the Subordination Agreement. The Sunrise Homekey Project cost a total of \$7,866,920 to convert the hotel to 23 studio apartments. The revenue for the project was primarily from the following State grants: Homekey, CDBG, PLHA, Home Energy Assistance Program (HEAP), Homeless Housing, Assistance and Prevention (HHAP), Housing and Homelessness Incentive Program (HHIP) and Emergency Solutions Grants (ESG) Program. The County approved applying for the aforementioned grants and allocating the subsequent awards to this project.

BACKGROUND:

Assembly Bill 83 provided authority to HCD to fund the Multifamily Housing Program, providing the statutory basis for the Homekey Program. HCD issued a Notice of Funding Availability (NOFA) July 16, 2020, for the Homekey Program. On November 10, 2020, the Board approved a resolution (Resolution No. 20-074) for the application and participation in the Homekey Program. The conditions of the Homekey application require a government entity to be a sponsor or owner of the project. This condition prohibited non-government entities from applying for Homekey funds on their own, but allows non-government entities to be co-applicants, owners of the property, and recipients of Homekey funds. Kings County and the Kings/Tulare Homeless Alliance (KTHA) jointly applied and were awarded \$2,704,000 to acquire the Stardust Motel and convert it into affordable permanent housing. The converted property to be known as Sunrise Apartments, would provide housing for at least 22 people who are homeless or at risk of homelessness. On December 15, 2020, Kings County and KTHA entered into the HCD required Standard Agreement 20-HK-00031, which detailed the terms and conditions of the Homekey award.

To procure the Stardust Motel property, KTHA established Stardust KTHA, LLC as a separate entity. On March 10, 2021, the County and Stardust KTHA, LLC entered into the required Regulatory Agreement and Declaration of Restrictive Covenants (County Regulatory Agreement, Instrument No. 2105232) to regulate and restrict the use, occupancy, rents, operation, ownership, and management of the property in compliance with Homekey Program requirements. On August 15, 2023, the Board adopted the Stardust Homekey Project resolution (Resolution No. 23-058) authorizing the property owner, Stardust KTHA, LLC, to enter into, execute, and deliver the Standard Agreement and all documents and amendments related to the Homekey grant funds. A first amendment to the Standard Agreement was executed on November 30, 2021, to amend a clerical error. A second amendment to the Standard Agreement was executed on October 27, 2023, incorporating the property owner, Stardust KTHA, LLC, into the agreement. On February 13, 2024, the County Regulatory Agreement (Instrument No. 2402170) was amended to change the term of the agreement from 10 years to 55 years, as required by HCD.

Additional financial assistance necessary to complete the project was provided through CDBG funds from the City of Hanford, PLHA, and CBDG funds from the County. HCD required the execution of City Regulatory Agreement (Instrument No. 2221070), City Deed of Trust (Instrument No. 2316850), County PLHA Covenant

Agenda Item

PROJECT HOMEKEY- SUNRISE APARTMENTS OWNERSHIP TRANSFER RESOLUTION AND SUBORDINATION AGREEMENT

September 17, 2024

Page 3 of 3

(Instrument No. 2402169), and the County CDBG Deed of Trust (Instrument No. 2402168) to utilize these funds in conjunction with Homekey funds. Standard Agreement 20-HK-00031 requires the execution of a Subordination Agreement that requires any potential repayment of project funds for Homekey first be paid to HCD before City and County grant funds are repaid.

The project partners determined that after the completion of the conversion, ownership of the property would be transferred to KCAO to manage Sunrise Apartments' affordable housing program. The project is currently at the stage to transfer property ownership to KCAO. The property has not officially entered escrow; however, it is estimated that escrow closure will occur mid to late October 2024. To complete the transfer of ownership, HCD requires a resolution recognizing that the property will be transferred to KCAO and requires KCAO to enter into Standard Agreement 20-HK-00031. The Human Services Agency will be returning to the Board for the third amendment to the Standard Agreement, incorporating KCAO into the agreement.

The resolution and subordination agreement have been reviewed and approved by County Counsel as to form.

AUTHORIZING RESOLUTION

A RESOLUTION OF KINGS COUNTY HUMAN SERVICES AGENCY, AS CO-APPLICANT IN CONNECTION WITH HOMEKEY PROGRAM FUNDING

WHEREAS:

A. The Department of Housing and Community Development (Department) issued a Notice of Funding Availability ("**NOFA**"), dated July 16, 2020, for the Homekey Program ("**Homekey**" or "**Homekey Program**"). The Department issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.)

B. KINGS COUNTY HUMAN SERVICES AGENCY, an agency of the County of Kings, California, a public body, corporate and politic ("**Local Public Entity**"), jointly applied for Homekey grant funds with KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC., a California nonprofit public benefit corporation ("**Kings/Tulare**"), and Stardust KTHA, LLC, a California limited liability company ("**Stardust KTHA**") (collectively, the "**Co-Applicants**"). Toward that end, Co-Applicants jointly submitted an application for Homekey funds ("**Application**") to the Department for review and consideration.

C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213 Standard Agreement, and all other legal requirements of the Homekey Program.

D. Co-Applicants were awarded Homekey grant funds in an amount equal to \$2,704,000.00 for capital expenditures (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(1)-(6)) (the "**Award**") and have entered into a Standard Agreement No. 20-HK-00031, dated December 15, 2020, as amended by Standard Agreement – Amendment No. 20-HK-00031, dated November 30, 2021, as further amended by Standard Agreement – Amendment No. 20-HK-00031, dated October 27, 2023 (collectively, the "**Standard Agreement**"), detailing the terms and conditions of such award, including the intention of the Co-Applicants that the Award would be used primarily for the redevelopment of the property located at 8595 Lacey Boulevard, Hanford, CA 93230 (the "**Property**") to a long-term affordable rental development.

E. Ownership of the Property will be transferred from Kings/Tulare to Kings Community Action Organization, Incorporated, a California nonprofit public benefit corporation (the "**New Owner**"), and the undersigned Co-Applicant now desires to authorize the New Owner to execute the Standard Agreement related to the Award.

THEREFORE, IT IS RESOLVED THAT:

1. The undersigned, as a Co-Applicant, hereby authorizes and directs the New Owner to enter into, execute, and deliver the Standard Agreement related to the Award, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "**Homekey Documents**").

2. The undersigned acknowledges and agrees that, upon executing the Standard Agreement, the New Owner shall be subject to the terms and conditions specified in the Standard

Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

3. **Doug Verboon**, Chairman of the Board of Supervisors of the County of Kings, is hereby authorized to execute the Standard Agreement and the Homekey Documents on behalf of the Local Public Entity.

PASSED AND ADOPTED this ____ day of _____ 20__, by the following vote of all the members of the Board of Supervisors of the County of Kings:

AYES: [] NAYES: [] ABSTAIN: [] ABSENT: []

The undersigned does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Board of Supervisors of the County of Kings, on behalf of the Local Public Entity, adopted at a duly convened meeting on the date above-mentioned, and that the resolution itself has not been altered, amended, or repealed.

[Signatures Appear on Following Page]

KINGS COUNTY HUMAN SERVICES AGENCY,
an agency of the County of Kings, California,
a public body, corporate and politic

By: _____
Doug Verboon,
Chairman, Board of Supervisors

ATTEST:

CLERK OF BOARD

By: _____
Catherine Venturella
Clerk of the Board

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

City of Hanford
Housing Department
317 N. Douty Street
Hanford, CA 93230

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

APN: 016-052-029-000

SPACE ABOVE LINE FOR
RECORDER'S USE

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "**Subordination Agreement**") is dated for reference as of _____, 2024 by Stardust KTHA, LLC, a California limited liability company (the "**Borrower**"), the City of Hanford, a California municipal corporation (the "**City**"), and the County of Kings, a political subdivision of the State of California (the "**County**").

RECITALS

WHEREAS, Borrower is the owner of a fee interest in that certain real property commonly known by the street address of 8595 Lacey Boulevard, City of Hanford, County of Kings, State of California, identified by Assessor's parcel number 016-052-029-000, and more particularly described in Exhibit A attached hereto and incorporated by this reference (the "**Property**"); and

WHEREAS, the City and the Borrower previously entered into that certain Affordable Housing Regulatory Agreement, dated October 18, 2022, and recorded on November 4, 2022, as Instrument No. 2221070 in the official records of the County of Kings (the "**City Regulatory Agreement**"), related to financial assistance provided by the City to the Borrower in connection with Borrower's development of the Property (the "**Development**"), the purpose of which City Regulatory Agreement was to regulate and restrict occupancy, rent, operations, ownership, and management of the Development in accordance with the City's Affordable Housing Plan; and

WHEREAS, on November 2, 2023, the Borrower executed that certain Deed of Trust securing a loan of One Million Five Hundred Seventy-Six Thousand Seven Hundred Eight and 00/100 Dollars (\$1,576,708.00) recorded in the official records of the County on November 8, 2023, as Instrument No. 2316850 naming the City as beneficiary (the "**City Deed of Trust**"); and

WHEREAS, prior to entering into the City Regulatory Agreement and City Deed of Trust, the Borrower entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of March 10, 2021, by and between the Borrower and the County of Kings, a political subdivision of the State of California (the “**County**”), and recorded on March 11, 2021, as Instrument No. 2105232 in the official records of the County (the “**County Regulatory Agreement**”), related to financial assistance provided by the County, in conjunction with the Department of Housing and Community Development, a public agency of the State of California (the “**Department**”), under the Department’s Homekey Program, the purpose of which County Regulatory Agreement was to regulate and restrict the use, occupancy, rents, operation, ownership, and management of the Property in compliance with the Department’s Homekey Program requirements; and

WHEREAS, the Borrower and the County entered into that certain First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants, dated as of February 13, 2024, and recorded on February 15, 2024, as Instrument No. 2402170 in the official records of the County (the “**County Amendment**”), which changed the term of the County Regulatory Agreement from ten (10) years after the date of recordation of the County Regulatory Agreement to a period commencing upon the Effective Date of the County Amendment and continuing in full force and effect for a period of fifty-five (55) years after the date of recordation of the County Amendment, regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof; and

WHEREAS, the Borrower and the County entered into that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated as of January 30, 2024, and recorded on February 15, 2024, as Instrument No. 2402169 in the official records of the County (the “**County PLHA Covenant**”), in connection with a grant of Permanent Local Housing Allocation Program funds from the Department; and

WHEREAS, on February 12, 2024, the Borrower executed that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing to secure a loan of Community Development Block Grant funds of One Million Five Hundred Seventy-Six Thousand Seven Hundred Eight and 00/100 Dollars (\$1,576,708.00) recorded in the official records of the County on February 15, 2024, as Instrument No. 2402168 (the “**County CDBG Deed of Trust**”); and

WHEREAS, the Department is requiring Borrower deliver the County Amendment and the subordination of the City Regulatory Agreement, the City Deed of Trust, the County PLHA Covenant and the County CDBG Deed of Trust to the County Regulatory Agreement, as amended by the County Amendment; and

WHEREAS, it is to the mutual benefit of the parties hereto that, upon execution and recordation of this Subordination Agreement, the County Regulatory Agreement, as amended by the County Amendment, will be and remain unconditionally prior and superior to the provisions of the City Regulatory Agreement, the City Deed of Trust, the County PLHA Covenant and the County CDBG Deed of Trust.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the provisions and obligations of the City Regulatory Agreement, the City Deed of Trust, the County PLHA Covenant and the County CDBG Deed of Trust to the County Regulatory Agreement, as amended by the County Amendment.

2. The City declares, agrees, and acknowledges that it intentionally waives, relinquishes, and subordinates the provisions and obligations of the City Regulatory Agreement and City Deed of Trust in favor of the provisions and obligations of the County Regulatory Agreement, as amended by the County Amendment.

3. The County declares, agrees, and acknowledges that the County PLHA Covenant and the County CDGB Deed of Trust, and the rights and privileges of the County thereunder, shall unconditionally be and remain junior to the County Regulatory Agreement, as amended by the County Amendment, and its rights and privileges thereunder, and that the Department is a third-party beneficiary to this re-arranging of recording order with respect to the documents mentioned herein.

3. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without giving effect to the conflict of laws principles of said state.

4. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

[Remainder of Page Intentionally Left Blank]

WHEREAS, this Subordination Agreement has been executed on or about the date first written above.

BORROWER

STARDUST KTHA, LLC
a California limited liability company

By: Signed in Counterparts
Laura Catherine Purves, Manager

CITY

CITY OF HANFORD
a municipal corporation

By: Signed in Counterparts
Name: _____
Title: _____

Approved as to Form:


~~By: _____
Name: _____
Title: _____~~

COUNTY

COUNTY OF KINGS
a political subdivision of the State of California

By: _____
Name: Doug Verboon
Title: Chairman, Board of Supervisors

Approved as to Form:

By: 
Name: Willie Barrera
Title: Deputy County Counsel

ATTEST:

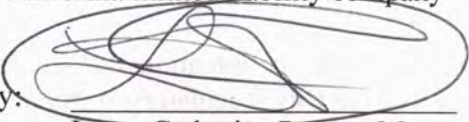
CLERK OF BOARD

By: _____
Name: Catherine Venturella
Title: Clerk of the Board

WHEREAS, this Subordination Agreement has been executed on or about the date first written above.

BORROWER

STARDUST KTHA, LLC
a California limited liability company

By: 
Laura Catherine Purves, Manager

CITY

CITY OF HANFORD
a municipal corporation

By: Signed in Counterparts
Name: _____
Title: _____

Approved as to Form:

~~By: _____
Name: _____
Title: _____~~

COUNTY

COUNTY OF KINGS
a political subdivision of the State of California

By: Signed in Counterparts
Name: _____
Title: _____

Approved as to Form:

By: Signed in Counterparts
Name: _____
Title: _____

WHEREAS, this Subordination Agreement has been executed on or about the date first written above.

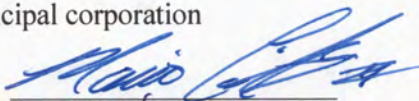
BORROWER

STARDUST KTHA, LLC
a California limited liability company

By: Signed in Counterparts
Laura Catherine Purves, Manager

CITY

CITY OF HANFORD
a municipal corporation

By: 
Name: Mario Cifuentes II
Title: City Manager

Approved as to Form:
By: _____
Name: _____
Title: _____

COUNTY

COUNTY OF KINGS
a political subdivision of the State of California

By: Signed in Counterparts
Name: _____
Title: _____

Approved as to Form:
By: Signed in Counterparts
Name: _____
Title: _____

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

ACKNOWLEDGMENT

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

State of California
County of Kings

On May 15, 2024 before me, Natalie Christine Corral, Notary Public, personally appeared Mario Cifuentez II 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.

Natalie
Signature of Notary Public

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 MAY 28, 2024 before me, Alexez Gonzalez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Laura Catherine Puvés
Name(s) of Signer(s)

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 Alexez Gonzalez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subordination Agreement
Document Date: 05/28/2024 Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Laura Catherine Puvés
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

[NOTARY ACKNOWLEDGMENTS]



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

SUBMITTED BY: Job Training Office – Julieta Martinez/Laura Magana

SUBJECT: AGREEMENT FOR GOOD JOBS CHALLENGE TRAINING SERVICES WITH
TULARE COUNTY WORKFORCE INVESTMENT BOARD

SUMMARY:

Overview:

The Fresno Economic Development Corporation (EDC) has been awarded a grant from the United States Department of Commerce, Economic Development Administration (EDA) to administer the Central Valley Built 4 Scale, a workforce program to place 2,500 Central Valley residents into high-demand jobs. The Fresno EDC executed an agreement with the Tulare County Workforce Investment Board to act as a multi-sector lead partner in Kings County and Tulare County to provide Good Jobs Challenge Grant Services. The Kings County Job Training Office will serve as a subrecipient of the funds to provide services specific to Kings County residents.

Recommendation:

- a. Approve the agreement with the Tulare County Workforce Investment Board for training and other workforce services as part of the Good Jobs Challenge Project provided by the Kings County Job Training Office retroactively effective from July 1, 2024 through June 30, 2026;
- b. Adopt the budget change. (4/5 votes required)

Fiscal Impact:

There is no impact to the General Fund. The maximum amount of training and services reimbursement through this agreement is \$87,259. Receipt of these funds does not require a County match. Appropriations for this agreement were not included in the Fiscal Year 2024-25 Adopted Budget.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT FOR GOOD JOBS TRAINING SERVICES WITH TULARE COUNTY WORKFORCE INVESTMENT BOARD

September 17, 2024

Page 2 of 2

BACKGROUND:

On August 3, 2022, the EDA announced that Fresno County EDC's Good Jobs Challenge Project proposal has been awarded funding to provide training, hiring, and job placement support in four regionally significant industries: professional and financial services; transportation, distribution, and logistics; manufacturing; and building and construction.

The Good Jobs Challenge Grant unites dozens of organizations in California's Central Valley to place 2,500 people into high-quality jobs through demand-focused programming community-based recruitment and wraparound services. Finding a qualified, educated workforce has been a top challenge for local employers with forecasts that the Central Valley will need more than 10,000 new employees in the target sectors by 2026.

The purpose of the Good Jobs Challenge Project is to identify quality jobs and build pathways to those jobs in close partnership with community colleges, industry businesses, workforce, and other stakeholders in target industries. The Job Training Office is a subrecipient of the funding. Their role is to provide case management, career coaching, training referrals, provide follow-up services, and collaborate with regional coordination of partnerships to serve target industries.

The initial funding in April of 2024 was to provide services to 10 Kings County residents and enroll them in an industrial training program being held by the College of the Sequoias Training Resource Center in June of 2024. This new agreement will continue to fund employment and training services for Kings County residents through the Good Jobs Challenge Project in the coming year.

The agreement is retroactive because it was sent to the Job Training Office on July 2, 2024 after the start of the new fiscal year. The retroactive start date of July 1, 2024 allows the department to account for staff time in regard to project planning and outreach services done in preparation for the training sessions.

The Tulare County Workforce Investment Board is the distributor of the funding. Their practice is to be the last signature on agreements. They have respectfully requested that Kings County sign off on the agreement. Once received, they will forward a final signed copy to the Job Training Office and the Clerk to the Board.

This agreement has been reviewed and signed by both County Counsel and Risk.

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

<https://www.countyofkingsca.gov/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 September 17, 2024

SUBMITTED BY: Job Training Office – Julieta Martinez/Cobi Revious

SUBJECT: WORKFORCE INNOVATION AND OPPORTUNITY ACT MASTER
SUBGRANT AGREEMENT

SUMMARY:

Overview:

This action would allow Kings County and the Kings County Job Training Office to begin utilization of Workforce Innovation and Opportunity Act (WIOA) Title I funding for Kings County for the term of April 1, 2024 through June 30, 2026. Funds are allocated annually and have a two-year term for utilization under the Adult, Dislocated Worker, and Youth Programs.

Recommendation:

Approve the Workforce Innovation and Opportunity Act Fiscal Year 2024-2025 Master Subgrant Agreement with the California Employment Development Department for Workforce Innovation and Opportunity Act funding retroactively effective from April 1, 2024 through June 30, 2026.

Fiscal Impact:

This Master Subgrant Agreement provides an allocation of WIOA Youth Funding in the amount of \$937,392, an increase of \$128,837 from the previous year. Funding for Adult and Dislocated Workers will be unilaterally modified into this Subgrant by the California Employment Development Department once those allocations are released. It is estimated that formula-allocated WIOA grant funding for fiscal year 2024-25 for Kings County will be \$2,631,452, a projected increase of \$246,274 compared to the prior year's funding.

BACKGROUND:

The California Employment Development Department, Workforce Services Division, uses Master Subgrant Agreements as the mechanism to provide WIOA funding to local areas. Funding will help job seekers access

(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

WORKFORCE INNOVATION AND OPPORTUNITY ACT MASTER SUBGRANT AGREEMENT

September 17, 2024

Page 2 of 2

employment, education, training and support services as outlined by federal legislation. This document is a companion to Kings County's Local Workforce Development Plan, which was approved by the Board at a regular meeting on July 18, 2023, and was subsequently approved by the California Workforce Development Board. The Master Subgrant Agreement is produced by the State office. It was received by the Job Training Office on July 1, 2024 with an effective date of April 1, 2024, which is why the agreement is retroactive.

This Master Subgrant Agreement provides funding to serve eligible 18 to 24-year-old Kings County youths, adults over 18, and dislocated workers. The WIOA and state-imposed requirements reserve 30% of all funding for adults/dislocated workers to be used as training funding and 20% of youth allocations for work experience programs. Additionally, while each subgrant agreement has a two-year timeline for expenditures, all funding must be obligated within the first year and no more than 20% can be carried over from year to year unless a waiver is issued.

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

WIOA SUBGRANT AGREEMENT

KINGS COUNTY JOB TRAINING OFFICE

SUBGRANT NO: AA511010
 MODIFICATION NO: New
 SUBRECIPIENT CODE: KNG
 UNIQUE ENTITY NO:
 INDIRECT COST RATE:

PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: KINGS COUNTY JOB
 TRAINING OFFICE
 124 N IRWIN ST
 HANFORD, CA 93230
 GOVERNMENTAL
 ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **KINGS COUNTY JOB TRAINING OFFICE**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- General Provisions
- Youth Formula Rd 1

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$0.00 \$937,392.00 \$937,392.00
TERM OF AGREEMENT From:4/1/2024 To: 6/30/2026	Terms of Exhibits are as designated on each exhibit	
PURPOSE: The purpose of this action is to initiate the new Program Year (PY) 2024-25 subgrant agreement and incorporate WIOA Youth formula funding under grant code 301. The term of these funds is April 1, 2024 through June 30, 2026.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)	APPROVED FOR SUBRECIPIENT (By Signature)	
Name and Title KIMBERLEE MEYER CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title Doug Verboon Chairman County of Kings	
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance	
Signature of EDD Accounting Officer		

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: Statute: 2024 FY: 24/25

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA511010
MODIFICATION NO:New

KINGS COUNTY JOB TRAINING
OFFICE

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
96105 301 Youth Formula Rd 1 04/01/2024 to 06/30/2026 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$937,392.00	\$0.00	\$937,392.00
Total WIA/WIOA Formula	\$0.00	\$937,392.00	\$0.00	\$937,392.00
Grand Total:	\$0.00	\$937,392.00	\$0.00	\$937,392.00

NARRATIVE

SUBGRANT NO:AA511010
MODIFICATION NO: 0

SUBRECIPIENT:KINGS COUNTY JOB TRAINING OFFICE
FAIN NO: 24A55AY000066
FEDERAL AWARD DATE: 6/21/2024
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2024 - 06/30/2026

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Area's new Program Year (PY) 2024-25 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire Youth formula allocation for PY 2024-25. The term date for these funds is April 1, 2024 through June 30, 2026. FAIN 24A55AY000066. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 94280-0001. Note: By signing this subgrant you agree to all of the Terms and Conditions issued by the Department of Labor for all WIOA funding for Program Year (PY) 2024. The Term and Conditions are included in the transmission of this Master Subgrant.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

1. Compliance In performance of this subgrant agreement, Subrecipient will fully comply with: a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto. b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA. c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance]. d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements]. e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs. f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. Certifications, Assurances, Standards Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred: a. false information on the certifications, assurances and standards, or b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

3. Funding It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made. a. This subgrant agreement is valid and enforceable only if i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner. b. At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient. c. The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds. d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

4. Requirement to Provide Certain Information in Public Communications (Steven's Amendment) Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state: a. The percentage of the total costs of the program or project which will be financed with Federal money; b. The dollar amount of Federal funds for the project or program; and c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

5. Insurance a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes. i. Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained. ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000. iii. Subrecipient will provide

broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage. iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation. v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) above must contain the following clauses: 1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to: Employment Development Department, Central Office Workforce Services Division Financial Management Unit, P.O. Box 826880, MIC 69, Sacramento, CA 94280-0001. 2. State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned. 3. State of California is not responsible for payment of premiums or assessments on this policy. vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions. 6. Resolution A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual. 7. Procurement Standards The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320. 8. Grievances and Complaint System Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy. 9. Remedies for Non-Compliance If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338. 10. Disallowed Costs Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay to the Pass-through Entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non- Federal), other than those received under the WIOA. 11. Termination This subgrant agreement may be terminated in whole or in part for either of the two following circumstances: a. Termination for Convenience - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient. b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken. All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service. Notices to the Subrecipient will be addressed to:

Julieta Martinez
Director / Administrator
KINGS COUNTY JOB TRAINING OFFICE
124 N IRWIN ST
HANFORD, CA 93230

Notices to the Pass-through Entity will be addressed to: Employment Development Department Central Office Workforce Services Division Financial Management Unit P.O. Box 826880, MIC 69 Sacramento, CA 94280-0001 12. Audit Requirements a. The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements. b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any

incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

13. Entire Agreement This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

14. Unenforceable Position In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

15. Accounting and Cash Management

a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.

c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.

d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.

e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

16. Amendments This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

a. There is an increase or decrease in federal or state funding levels.

b. A modification to the Subgrant is required in order to implement an adjustment to a Subrecipient's plan.

c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Pass-through Entity.

d. There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.

e. An amendment is required to change the Subrecipient's name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change, the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment. Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

17. Reporting Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

18. Records

a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.

b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.

c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

19. Subcontracting

a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.

b. The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.

c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

20. Consultants Fees paid to a consultant, who provides services under a program, shall be limited to \$815 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

21. Conflicts

a. Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.

b. In the event of a dispute between the Pass-

through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available. 22. Indemnification a. The following provision applies only if the Subrecipient is a governmental entity: Pursuant to California Government Code § 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party. b. The following provision applies only if the Subrecipient is a non-governmental entity: The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement. 23. Signatures This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this subgrant agreement. Contact information for the awarding official of the Pass-through Entity: Name: Kimberlee Meyer Title: Chief Address: P.O. Box 826880, MIC 50 Sacramento, CA 94280-0001

Exhibit A

Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. Sectarian Activities: The Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- g. Drug Free Workplace requirement: Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.

3. Every employee who works on the proposed subgrant agreement will:

- i. receive a copy of the company's drug-free workplace policy statement; and,
- ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.

4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.

i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.

j. Sweatfree Code of Conduct:

1. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this subgrant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code § 6108.
2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).

k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:

1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
2. The Subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.

l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:

1. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 3. finally determined to be in violation of provisions of federal law relating to air or water pollution.
- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code § 10295.3.
- o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 2. Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance is

placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

Exhibit B

Intellectual Property Provisions

Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

Exhibit C

Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data, the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any

individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE PASS-THROUGH ENTITY:

Name: Nicole Laktash
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-6804
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name: Julieta Martinez
Title: Director
Telephone: 559-852-4932
Fax: 559-585-7395



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: KINGS COUNTY BRIDGE PREVENTATIVE MAINTENANCE PROGRAM

SUMMARY:

Overview:

The Public Works Department is recommending Dokken Engineering, through the Request for Proposal (RFP) process, to prepare the Plans, Specifications, & Estimate (PS&E) package for the Kings County Bridge Preventative Maintenance Program (BPMP) Project. The Public Works Department released an RFP with only one proposal submitted by Dokken Engineering. The proposal was evaluated by the Public Works Department and considered acceptable based on the consultant’s qualifications, prior project experience, ability to perform the work, and experience with federally funded projects.

Recommendation:

Approve the Consultant Services Agreement with Dokken Engineering to prepare the Plans, Specifications, and Estimate package for the Kings County Bridge Preventative Maintenance Program.

Fiscal Impact:

This project will not impact the General Fund. The project is federally funded through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) with a reimbursement ratio of 80%. The remaining 20% will be provided by the County Road Fund as included in the Fiscal Year 2024-25 Adopted Budget in Budget Unit 311000. The Consultant fee is \$1,031,307.

BACKGROUND:

The State of California developed the BPMP with the purpose of extending the life of local agency bridges by performing certain qualifying items of work classified as preventative maintenance. It is expected that these maintenance functions will reduce the life cycle cost and delay the need for full rehabilitation or replacement. The County has applied for and received funding to develop a BPMP for 110 structures currently maintained by County forces. The department’s goal is to utilize the BPMP to extend the life of County bridges and identify

(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 BRIDGE PREVENTATIVE MAINTENANCE PROGRAM

September 17, 2024

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those that are beyond preventative maintenance countermeasures as approved by FHWA thereby qualifying for additional maintenance or replacement funding.

On March 26, 2024, the Public Works Department released an RFP for interested consultants to prepare the PS&E package for the Kings County BPMP project. Proposals for the project were originally due on April 25, 2024, with the due date extended to May 9, 2024, due to a request from consultants to allow more time for review. On May 9, 2024, only one proposal was received by the department. The proposal was submitted by Dokken Engineering and was considered acceptable based on the content of the proposal. The department subsequently provided a Public Interest Finding (PIF) to Caltrans to allow the project to move forward with only one proposal. Caltrans approved the PIF and allowed the County to move forward with the project. The Public Works Department recommends that the agreement with Dokken Engineering be approved so that the design phase for the project can begin.

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

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

<https://www.countyofkingsca.gov/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 September 17, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski

SUBJECT: AMENDMENT TO THE AGREEMENT WITH TETER, LLP FOR A NEW SHERIFF EVIDENCE STORAGE FACILITY

SUMMARY:

Overview:

On October 2, 2018, the Board approved the award of a consultant services agreement with Teter Architects + Engineers, LLP, in the amount of \$432,000 for the design of a new two-story operations center for the Kings County Sheriff’s Office (KCSO) and a separate design for a new evidence storage facility. The State Budget Act of 2018 allocated a \$7,000,000 construction appropriation to Kings County for these projects. The Operations Facility is complete and in use and the Evidence Storage Facility is in the design phase.

Recommendation:

Approve the Professional Services Agreement Amendment with Teter Architects + Engineers, LLP for the new Sheriff’s Evidence Storage Facility.

Fiscal Impact:

The State provided \$7,000,000 for the design and construction of the Sheriff’s Operations Facility and Evidence Storage Facility. To date, \$7,966,767 has been spent on both projects collectively, requiring \$1,715,067 in General Fund contributions. The Operations Facility is complete, and the Evidence Storage Facility is budgeted in the Fiscal Year 2024-25 Adopted Budget in Budget Unit 700000. The original agreement amount was \$432,000 but was later amended three times to bring the amended amount to \$527,225. This fourth amendment will add an addition \$286,315, bringing the total agreement to \$813,540.

BACKGROUND:

The County has completed the first half of this project which was to design and construct a 16,000 square-foot

(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

AMENDMENT TO THE AGREEMENT WITH TETER, LLP FOR A NEW SHERIFF EVIDENCE STORAGE FACILITY

September 17, 2024

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(sf) two-story office building to house the Operations Division of KCSO. The second half is to provide a new Evidence Storage Facility for KCSO. Rather than design and construct a new building, the County is utilizing a recently vacated building adjacent to the Kings County Morgue. The space will be remodeled to accommodate the Evidence Storage Facility.

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

CONSULTANT SERVICES AGREEMENT



FINAL ENGINEERING PLANS, SPECIFICATIONS, AND ESTIMATE

**SHERIFF'S OFFICE EVIDENCE STORAGE FACILITY
FOURTH AMENDMENT TO AGREEMENT 18-099**

JUNE 11, 2024

ISSUED BY:

Kings County-Public Works Department
1400 W. Lacey Boulevard
Building 6
Hanford, CA 93230

**FOURTH AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND TETER, INC.**

This first amendment ("1st Amendment") to Agreement No. 18-099 is made and entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California ("County"), and Teter, Inc., a California corporation ("Consultant") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, Agreement No. 18-009 commenced on October 2, 2018, for consulting services to prepare a set of Plans, Specification, and Estimate (PS&E) package for the Sheriff's Office Operations Building and separate Evidence Storage Facility;

WHEREAS, the County requires consulting services to prepare the PS&E Package to include additional design features including a new Special Weapons and Tactics (S.W.A.T) facility and new Dive Team facility;

WHEREAS, Section 8 of Agreement No. 18-099 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. 18-099, to reflect changes in the scope of work and Compensation for services to prepare the PS&E Package to remodel an existing building on the Kings County Government Center Campus for the purpose of a new Sheriff's Office Evidence Storage Facility and design new S.W.A.T. and separate Dive Team Facilities.

NOW, THEREFORE, the Parties agree as follows:

1. Consultant shall complete the additional work described in **Exhibit A.** attached to this 4th Amendment.
2. County shall pay Consultant **\$286,315** for the additional work, as reflected in **Exhibit A.**
3. The recitals and exhibits are integral to and incorporated in this 4th Amendment by this reference.
4. All other terms and conditions of Agreement No. 18-099 remain in full force and effect.
5. The Parties may execute this 4th Amendment via electronic means, and in two (2) or more counterparts, that together constitute one (1) agreement.
6. Each signatory below is authorized to enter into this 1st Amendment and bind the Party that its signature represents.

Architectural and Engineering Services – Sheriff’s Evidence Storage Facility

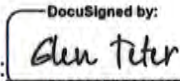
///

IN WITNESS WHEREOF, the Parties have caused this 4th Amendment to Agreement No. 18-099 on the day and year first written above.

COUNTY OF KINGS

TETER, INC.

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

By:  _____
Glen Teter
Chief Executive Officer

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVE AS TO INSURANCE:

By: _____
Sarah Poots, Risk Manager

APPROVED AS TO FORM:
Diane Freeman, County Counsel

By:  _____

Exhibits/Attachments:

Exhibit A: 4th Amendment – Scope and Fee of Additional Work

Attachment A

Amendment 4 Scope & Fee



Proposal for Professional Services

Project No.: 22-11025.01

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February 2, 2024

Attention: Mr. Dominic Tyburski

County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230

Subject: Evidence Warehouse Remodel - Additional Services
County of Kings
Hanford, CA

Dear Mr. Tyburski,

Thank you for the opportunity to continue working with **The County of Kings**. TETER, Inc. is pleased to submit this Proposal for Professional Services in connection with the proposed **Evidence Warehouse Remodel**. The fee proposal herein is based upon TETER, Inc. providing additional design and consultation services throughout the remodel including construction administration services.

Scope of Work

The base scope of work is the planned remodel of the County Owned Facilities, previously used by the CALVANS Organization, into a new Sheriff's Department Evidence Facility. This allows the Sheriff's Department to vacate the current storage areas at the old jail.

Additional scope has been discussed during the pre-design and programming phase and will be presented separately from the base scope. The fees associated with these additional scopes will be shown separately as well.

This proposal covers the project from programming and Schematic Design through Construction Administration to complete the project. This includes design, processing for permit, bidding and negotiations, and construction administration.

Project Description

The project site is located at 1340 North Drive, Hanford, CA, 93230 and is comprised of 3 existing structures:

1. A combination pre-engineered metal building (PEMB)/wood framed building primarily used as an office building which will be shared by the Sheriff's Department and the County Parks Department. **This is the primary structure included in the scope of work.**
2. A PEMB vehicle wash & detailing structure. This is the area with additional scope identified.

Further, the project site has a substantial, paved parking lot. The Evidence Building Project Site includes an area of undeveloped property located immediately to the west of the improved parking lot which extends west to the rear side of the existing County Morgue Building. This property partially surrounds an enclosed yard which contains the County Department of



Proposal for Professional Services

Project No.: 22-11025.01

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Education microwave antenna tower and associated equipment. This area is outside of the project site and scope.

Additional future work excluded from this agreement

This work was discussed during the initial project scoping phase but would not be a part of this agreement for services. These are listed here for Kings County future planning only. If this scope is desired by the county a separate proposal shall be provided.

- **Specifications for replacement of the automatic carwash equipment** located within the existing concrete masonry tunnel wash structure. This building design may be considered for a future development phase depending on cost and available project budget.
- **A new pre-engineered metal storage building**, to be used for District Attorney and Sheriff's Office file storage and SWAT/Dive Team vehicle/equipment storage to be located in the unimproved site area between the improved parking lot and the Morgue. This building design may be considered for a future development phase depending on cost and available project budget.

INCLUDED SCOPE OF WORK

The primary project is described as follows:

- Remodel of the existing PEMB/Wood Framed Office Building to become the Evidence Department Secure Evidence Storage Building. This redesign shall include Evidence administrative offices, Public Lobby, visiting Attorney/DA viewing room, and Fingerprint Records office. The main area of the building will be the secure evidence storage area, herein referred to as the Vault. Interaction with Evidence Department personnel will be provided via separate secure public lobby and secure Sheriff's Deputy points of transfer. Other features planned for the remodel are as follows:
 - Walk in refrigerator and freezer as a part of the Vault. This may be interior or exterior to the building.
 - Optional: High Density file system within the Vault. This is being considered and will be refined during design.
 - Deputy access room to include the following:
 - Counter space for evidence preparation
 - Space for a fume hood (a portable unit currently in use by the department),
 - Two-sided evidence transfer lockers between the Deputy Room and the Vault.
 - A secure steel Dutch door to allow Evidence Office Staff to interact with Deputies.
 - Adequate power and data outlets for other equipment as defined throughout design.
 - Badge/Card accessed electronic door access system at entrances throughout the building.
 - Minimal remodel to existing accessible restrooms.
 - Public Lobby will include a level 3 bullet resistant transaction window with passthrough box.



Proposal for Professional Services

Project No.: 22-11025.01

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Additional Scope of Services for Vehicular Evidence Processing Building will include:

- Remodel the PEMB vehicle wash structure to yield a vehicular evidence processing structure. The following are anticipated items to be designed:
 - Addition of a roll up door on the west side of the existing fully enclosed space to match the existing east side door configuration. This room is currently a storage room under a lean-to portion of the building.
 - Fully enclose the currently open east and west sides of the main space (formerly wash/detail bay). These new walls will have two (2) roll up doors per wall for vehicular access.
 - HVAC updates for enclosed spaces. At a minimum the enclosed processing room (former storage room) will be conditioned. Note: conditioning of this space will require additional work for required insulation. The vehicle bay will shift from existing electrical radiant heaters to gas powered heaters. Additional power outlets and data outlets as required.

SCOPE OF DESIGN SERVICES:

- TETER Inc. shall provide Architectural, Structural, Mechanical / Plumbing, and Electrical design services. All other aspects shall be performed by others.
- **Programming and Architectural Schematic Design**
 - Programming meetings with the Sheriff's Evidence Department to revise the project programming provided in 2018 and adapt to the existing building. Two (2) meetings are anticipated for this effort.
 - Schematic design of site improvements, interior remodel for Evidence Department Building.
 - Follow up review meetings with Sheriff's Office and Evidence Department to review programming and schematic designs. Up to two (2) meetings anticipated for this effort.
 - Design revisions based on review meetings.
- **Design Development Phase**
 - Utilizing approved schematic design, prepare Design Development documents. (Note: for interior finishes assume use of same finishes as Jail Administration Office and Sheriff's Operations Building.)
 - Coordinate building systems with County Facilities to align with County Standards.
 - Submit Design Development drawings for review and comment by County.
- **Construction Documents for Public Bidding**
 - Prepare construction documents, including architectural, structural, plumbing, mechanical, and electrical documents for building permit and public bidding. These will be developed in sufficient detail to provide necessary guidance for construction.
 - The Construction Documents and specifications shall fix and describe the size and character of the project as to the Architectural, Structural, Mechanical / Plumbing, Electrical requirements. Fire Alarm and Fire Sprinkler will be deferred submittals and are not included in this proposal.



Proposal for Professional Services

Project No.: 22-11025.01

Page 4 of 6

- Book specifications are anticipated. These will be coordinated by the TETER Project Manager.
 - Responses to plan check comments will be coordinated to provide a permit for construction.
 - Drawing types anticipated are shown below. The specific drawings provided shall be sufficient to describe the work to be done during construction.
 - Civil (Limited to physical layout and fencing. No other site grading and drainage improvements anticipated at this time).
 - Architectural.
 - Structural (as required for any minor adjustments to the existing facilities).
 - Plumbing (as required for any minor adjustments to the existing facilities).
 - Mechanical (HVAC) and energy calculations.
 - Electrical, power, data, communications, and lighting.
 - Fees are included if the county desires to replace the existing HVAC system for the current parks and recreation space (not in current scope).
- **Bidding and Negotiations**
 - Generate Bid Package for bidding contractors.
 - Attend 1 Pre-Bid Site Walk.
 - Provide supplementary instructions and clarifications to bidders as necessary.
 - Respond to Contractor Requests for Information (RFIs) as necessary.
 - Prepare and distribute addenda as necessary.
 - **Construction Administration**
 - Make periodic site visits as requested. Advise client and contractor of construction observations.
 - Assist in establishing communication procedures for construction phase submittals.
 - Review shop drawing and product literature submittals as required.
 - Respond to Requests for Information (RFIs) to provide clarification of plans and specifications as required.
 - Develop end of project punchlist.
 - Complete project closeout to include record drawings.

ADDITIONAL SCOPE OF SERVICES FOR VEHICLE EVIDENCE PROCESSING FACILITY

- The services for the addition design for the Vehicle Evidence Processing Facility will match those listed above. This portion of the project may or may not occur concurrently with the main project.

DELIVERABLES

- Programming Report.
- Schematic Design package for county review and approval.
- Design Deliverable package for county review and approval.
- Construction Documents capable of submitting for permit and using during construction.



Proposal for Professional Services

Project No.: 22-11025.01

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COMPENSATION

- Fees for the Main Scope of this project (including CA services)**

Architectural:	\$ 104,655
Plumbing / Mechanical:	\$ 16,200
Electrical:	<u>\$ 10,500</u>
Total:	\$ 131,355

Remaining fee previous contract executed in 2018: \$ 81,830

- Resultant additional fees: \$ 49,525**

This fee includes design and CA services

Option to remove Parks/Rec HVAC: \$ 2,600

- Additional Scope for Vehicle Evidence Processing Facility (including CA Services)**

Architectural:	\$ 38,625
Structural:	\$ 16,000
Plumbing / Mechanical:	\$ 2,600
Electrical:	<u>\$ 4,500</u>
Total:	\$ 61,725

This fee includes design and CA services

REIMBURSEABLES

- The following expenses incurred on this project are not part of the contract total and will be billed separately on a Time and Materials basis.
 - Reproductions of plans and specifications outside of Architect's normal working sets and "in-house" progress sets shall be a reimbursable expense to be billed to the Owner at the Architect's actual costs plus 10%. All costs for assembling the required submission binders, submittal packages and prints to the Government and the Client shall be considered a reimbursable expense.
 - Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed to the Owner at the Architect's actual cost plus 10%.
 - Any fees paid by the Architect on the Owner's/ Client's behalf.

EXCLUSIONS

- Costs for a Hazardous Material Report.
- Abatement Plans indicating areas of Hazardous Material, including, but not limited to Lead, Asbestos and Mold. These services are assumed to be provided by others. Agency negotiations, approvals, design, plans / specs and documentation for handling and storage of hazardous materials and designated wastes, including but not limited to lead, mold, methane gas, asbestos, etc. and / or their detection and removal.
- Costs for Phase I or II Environmental Site Assessments or other environmental studies.



Proposal for Professional Services

Project No.: 22-11025.01

Page 6 of 6

- Costs for Topographic, Boundary or ALTA surveys.
- Building Information Modeling (BIM) is not a project requirement. The construction documents will be prepared in 2-D AutoCAD in compliance with the applicable UFC.
- Costs for the design and detailing of data, telecom or security systems.
- Civil, Landscape and Irrigation, Interior Design, Audio-Visual Design, Fire Protection Engineering (FPE), Fire Alarm, and Fire Sprinkler design services.
- Commissioning services or related activities including, but not limited to: Development of Pre-Functional Checklists and/or Functional Performance Testing; System validation/certification; On-site system testing; Owner's Project Requirements (OPR) documents.
- Site utility design and coordination.
- Engineer's Opinion of Probable Cost and Cost Estimating
- Utility rebates requiring special studies.
- Preparation of Operating and Maintenance Manuals and the training of personnel for operation, maintenance and systems start-up.
- Additional Site Visits beyond those included in this proposal will be billed at actual costs plus 10% (mileage, hotel, meals).
- Services associated with process or requirements of Codes or Agencies not indicated above including but not limited to California Environmental Quality Act (CEQA), Requirements of Regional Water Quality Board, Requirements of Air Quality Management district regulations, Storm Water Pollution Prevention Program (SWPPP)
- ADA improvements beyond the immediate area of the proposed improvements (e.g: customer service counter, entry doors).
- LEED Design and Documentation

PROPOSAL EXPIRATION

- This proposal is valid for a period of up to 90 days from the date of the proposal. After 90 days, the project schedule and/or fees are subject to change. The fees identified for the optional replacement of the HVAC unit and developing the vehicle processing facility are valid until the end of the Design Development phase. This timing will be determined based on the schedule agreed upon for the design.

Thank you for the opportunity to submit this proposal for professional services. If you have any questions, please contact me directly at **(559) 437-0887**. As noted above, this proposal is valid for a period of up to 90 days from the date of the proposal and is of no binding effect on any party hereto unless a formal written contract is subsequently entered.

Sincerely,

A handwritten signature in black ink that reads "Kevin D Bohnstedt".

Kevin D Bohnstedt
Project Manager
TETER, Inc.



Proposal for Professional Services

Project No.: 22-11025.01

Page 1 of 5

February 2, 2024

Attention: Mr. Dominic Tyburski

County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230

Subject: Evidence Warehouse Remodel - Additional Services (SWAT / Dive Team Building)
County of Kings
Hanford, CA

Dear Mr. Tyburski,

Thank you for the opportunity to continue working with **The County of Kings**. TETER, Inc. is pleased to submit this Proposal for Professional Services in connection with the proposed Evidence Warehouse Remodel. The fee proposal herein is based upon TETER, Inc. providing additional design and consultation services throughout the remodel including construction administration services.

Scope of Work

The expanded scope of work for this proposal is the planned new approximately **5,300 SF Pre-Engineered Metal Building (PEMB) for the SWAT / Dive Team**. This building will be located adjacent to the property housing the Evidence Building and Vehicle Processing facility. It will be accessed separately from these facilities with paved surfaces around it.

This building will provide garage space for vehicles and equipment for the SWAT / Dive team and have space and utilities to support a future restroom and briefing room.

This proposal covers the project from programming and Schematic Design through Construction Administration to complete the project. This includes design, processing for permits, bidding and negotiations, and construction administration.

Project Description

The project site is located adjacent to west of 1340 North Drive, Hanford, CA, 93230 which houses 3 existing structures with work covered under previous proposals:

1. A combination pre-engineered metal building (PEMB)/wood framed building primarily used as an office building which will be shared by the Sheriff's Department and the County Parks Department. This will be the primary evidence building identified in COS 4.
2. A PEMB vehicle wash & detailing structure. This is the area with additional scope identified in COS 4.
3. The project site for COS 4 has a substantial, paved parking lot which will be used for that portion of the project.

There is an undeveloped property located immediately to the west of the improved parking lot which extends west to the rear side of the existing County Morgue Building. This property partially surrounds an enclosed yard which contains the County Department of Education



Proposal for Professional Services

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microwave antenna tower and associated equipment. This area is where the SWAT / Dive Team building will be located. The building will be placed in the northern portion of the undeveloped property to allow access from either side. Paving will be provided on the site with a new driveway approach from North Drive. **This is the primary area of concern for this proposal.**

Additional future work excluded from this agreement:

This work was discussed during the initial project scoping phase but would not be a part of this agreement for services. These are listed here for Kings County future planning only. If this scope is desired by the county a separate proposal shall be provided.

- **Specifications for replacement of the automatic carwash equipment** located within the existing concrete masonry tunnel wash structure. This building design may be considered for a future development phase depending on cost and available project budget.

INCLUDED SCOPE OF WORK

The primary project for this proposal is described as follows:

- Design a Pre-Engineered Metal Building for the SWAT / Dive team. This building will accommodate parking and storage for the vehicles and equipment these teams use. The approximately 5,300 SF building will be purchased and erected by Pre-Engineered Metal Building manufacturer to be chosen later. Other features planned for this building are as follows:
 - Five bays for parking with double doors on either side. These bays will be designed to allow for double parking in each bay.
 - To allow for future expansion, another bay will be included. This will provide space for more secure storage.
 - Plumbing will be provided to the building for a future restroom and break room.
 - Electrical and other utilities will be provided for future briefing / conference room.
 - The building will be accessible.
 - The site will be paved to allow for easy vehicular access and driving.
 - The building will be placed to allow for entry on both sides of the building taking into account turn radius for proposed vehicles.
 - A new driveway approach will be provided from North Drive to the site.

SCOPE OF DESIGN SERVICES:

- TETER Inc. shall provide Architectural, Mechanical / Plumbing, and Electrical design services. Structural and Civil services are also included in this contract but provided by others. All other aspects shall be performed by others.
- **Programming and Architectural Schematic Design**
 - Programming meetings with the Sheriff's Department to devise the project programming and account for vehicles to be garaged.
 - Schematic design of site improvements and building layout for approval.



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- Follow up review meetings with the Sheriff's Office to review programming and schematic designs. Up to two (2) meetings anticipated for this effort.
- A construction cost estimate will be generated for this phase.
- Design revisions based on review meetings.
- **Design Development Phase**
 - Utilizing approved schematic design, prepare Design Development documents.
 - Coordinate building systems with County Facilities to align with County Standards.
 - A construction cost estimate will be generated for this phase.
 - Submit Design Development drawings for review and comment by County.
- **Construction Documents for Public Bidding**
 - Prepare construction documents, including civil, architectural, structural, plumbing, mechanical, and electrical documents for building permit and public bidding. These will be developed in sufficient detail to provide necessary guidance for construction.
 - The Construction Documents and specifications shall fix and describe the size and character of the project as to the Civil, Architectural, Structural, Mechanical / Plumbing, Electrical requirements. PEMB, Fire Alarm, and Fire Sprinkler will be deferred submittals and are not included in this proposal.
 - Book specifications are anticipated. These will be coordinated by the TETER Project Manager.
 - Responses to plan check comments will be coordinated to provide a permit for construction.
 - Drawing types anticipated are shown below. The specific drawings provided shall be sufficient to describe the work to be done during construction.
 - Civil.
 - Architectural.
 - Structural Primarily for foundation and slab work.
 - Plumbing as required.
 - Mechanical (HVAC) and energy calculations.
 - Electrical, power, data, communications, and lighting.
 - A construction cost estimate will be generated for this phase.
- **Bidding and Negotiations**
 - Generate Bid Package for bidding contractors.
 - Attend 1 Pre-Bid Site Walk.
 - Provide supplementary instructions and clarifications to bidders as necessary.
 - Respond to Contractor Requests for Information (RFIs) as necessary.
 - Prepare and distribute addenda as necessary.
- **Construction Administration**
 - Make periodic site visits as requested. Advise client and contractor of construction observations.
 - Assist in establishing communication procedures for construction phase submittals.
 - Review shop drawing and product literature submittals as required.



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- Respond to Requests for Information (RFIs) to provide clarification of plans and specifications as required.
- Develop end of project punchlist.
Complete project closeout to include record drawings.

DELIVERABLES

- Schematic Design package for county review and approval.
- Design Deliverable package for county review and approval.
- Construction Documents capable of submitting for permit and using during construction.

COMPENSATION

- **Fees for the Main Scope of this project (including CA services)**

Civil:	\$ 33,925
Architectural:	\$ 107,590
Structural:	\$ 10,350
Plumbing / Mechanical:	\$ 12,200
Electrical:	<u>\$ 11,000</u>
Total:	\$ 175,065

REIMBURSEABLES

- The following expenses incurred on this project are not part of the contract total and will be billed separately on a Time and Materials basis.
 - Reproductions of plans and specifications outside of Architect's normal working sets and "in-house" progress sets shall be a reimbursable expense to be billed to the Owner at the Architect's actual costs plus 10%. All costs for assembling the required submission binders, submittal packages and prints to the Government and the Client shall be considered a reimbursable expense.
 - Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed to the Owner at the Architect's actual cost plus 10%.
 - Any fees paid by the Architect on the Owner's/ Client's behalf.

EXCLUSIONS

- Costs for a Hazardous Material Report.
- Abatement Plans indicating areas of Hazardous Material, including, but not limited to Lead, Asbestos and Mold. These services are assumed to be provided by others. Agency negotiations, approvals, design, plans / specs and documentation for handling and storage of hazardous materials and designated wastes, including but not limited to lead, mold, methane gas, asbestos, etc. and / or their detection and removal.
- Costs for Phase I or II Environmental Site Assessments or other environmental studies.
- Costs for Topographic, Boundary or ALTA surveys other than needed for Civil work on the site to support the new building.



Proposal for Professional Services

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- While Building Information Modeling is not a requirement for this, Revit will be used as the primary drafting tool.
- Costs for the design and detailing of data, telecom or security systems.
- Landscape and Irrigation, Interior Design, Audio-Visual Design, Fire Protection Engineering (FPE), Fire Alarm, and Fire Sprinkler design services are not included in this proposal.
- Commissioning services or related activities including, but not limited to: Development of Pre-Functional Checklists and/or Functional Performance Testing; System validation/certification; On-site system testing; Owner's Project Requirements (OPR) documents.
- Utility rebates requiring special studies.
- Preparation of Operating and Maintenance Manuals and the training of personnel for operation, maintenance, and systems start-up.
- Additional Site Visits beyond those included in this proposal will be billed at actual costs plus 10% (mileage, hotel, meals).
- Services associated with process or requirements of Codes or Agencies not indicated above including but not limited to California Environmental Quality Act (CEQA), Requirements of Regional Water Quality Board, Requirements of Air Quality Management district regulations, Storm Water Pollution Prevention Program (SWPPP)
- ADA improvements beyond the immediate area of the proposed improvements.
- LEED Design and Documentation

PROPOSAL EXPIRATION

- This proposal is valid for a period of up to 90 days from the date of the proposal. After 90 days, the project schedule and/or fees are subject to change. The fees identified for the optional replacement of the HVAC unit and developing the vehicle processing facility are valid until the end of the Design Development phase. This timing will be determined based on the schedule agreed upon for the design.

Thank you for the opportunity to submit this proposal for professional services. If you have any questions, please contact me directly at **(559) 437-0887**. As noted above, this proposal is valid for a period of up to 90 days from the date of the proposal and is of no binding effect on any party hereto unless a formal written contract is subsequently entered.

Sincerely,

Kevin D Bohnstedt
Project Manager
TETER, Inc.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski

SUBJECT: JOINT USE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON AND
THE CALIFORNIA HIGH SPEED RAIL AUTHORITY

SUMMARY:

Overview:

The California High Speed Rail Authority (CAHSR) has requested the County's assistance in resolving a utility easement issue with Southern California Edison (SCE). The proposed three-party Joint Use Agreement (JUA) will allow CAHSR's project to continue in a timely manner and allow SCE to relocate their utility within existing County right of way with little impact to the County.

Recommendation:

Approve the Joint Use Agreement with Southern California Edison and the California High Speed Rail Authority.

Fiscal Impact:

There will be no impact to the General Fund. Any future utility relocation costs attributed to the County will be paid out of the Road Fund.

BACKGROUND:

The ongoing CAHSR project requires the relocation of SCE utilities adjacent to Grangeville Boulevard east of State Route 43. SCE is requiring the same rights it currently has in the existing private easement which necessitated this JUA. The primary right that SCE wants to protect is the ability to recover future relocation costs which would be borne by CAHSR. This JUA requires CAHSR to pay costs associated with this relocation, and the County agrees to allow the relocated utilities to be placed in the Grangeville Boulevard right of way. SCE will be allowed to work on these utilities under an encroachment permit and would be subject to requirements of the Streets and Highways Code. Future relocation costs due to any construction not initiated by SCE will be paid by CAHSR. This JUA applies only to the SCE facilities relocated as part of this HSR project, and no other SCE utilities in the County are affected. The agreement has been approved by County Counsel.

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.

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

V&LM File No. 203898571
Order No. 802023752
Serial No. 73079A
SCE Doc. 104729

JOINT USE AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2024, by and among Southern California Edison Company, a California corporation, hereinafter called "SCE", and the County of Kings, a political subdivision of the State of California, hereinafter called "County", and the State of California, acting by and through the High-Speed Rail Authority, hereinafter called "Authority".

W I T N E S S E T H:

WHEREAS, SCE is the owner in possession of certain rights of way for electrical and telecommunications facilities, hereinafter referred to as "Facilities", by virtue of a grant of easement recorded June 29, 1949 as Instrument No. 5185 in Volume 433, Page 117 of Official Records of Kings County, hereinafter referred to as "SCE's Easement";

WHEREAS, County has easement rights for street and highway purposes on Grangeville Boulevard in said County hereinafter referred to as "Right of Way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof; and

WHEREAS, portions of SCE's Facilities as now installed and located within SCE's Easement will interfere with or obstruct the Authority's construction, reconstruction, maintenance or use of portions of the Right of Way, and Authority desires to eliminate such interference or obstruction.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, SCE, County and Authority do hereby agree as follows:

1. The location of SCE's Facilities, insofar as they now lie in an easement adjacent to said Right of Way, hereinafter referred to as "Original Location", is changed to the strip of land within said Right of Way, hereinafter referred to as "New Location", and shown and designated as "Joint Use Area" on said "Exhibit A".

JOINT USE AGREEMENT

Between S. C. E., a corp. and County of Kings,
Serial No. 73079A SCE Document: 104729
V&LM File No.: JUA203898571 Order No.: 802023752

2. SCE agrees to rearrange, relocate and reconstruct its Facilities within said New Location. SCE hereby consents to the County's and Authority's construction, reconstruction, maintenance or use of a street or highway over, along and upon SCE's Facilities, both in the Original Location and in the New Location within said Right of Way, upon and subject to the terms and conditions herein contained.

3. County acknowledges SCE's Easement at the Original Location and hereby grants equivalent rights within the County's Right of Way in said New Location subject to the Streets and Highways Code. SCE has and reserves the right to use, in common with the public's use of said street or highway, said New Location for all of the purposes for which SCE's Easement was acquired. SCE shall give reasonable notice to County before performing any work on SCE's facilities in said New Location where such work will obstruct traffic. In all cases, SCE shall exercise due care for the protection of the traveling public.

4. In the event that the future use of said Joint Use Area by County shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of SCE's Facilities then existing in said New Location, County shall notify SCE and Authority in writing of such necessity. Upon prompt review and evaluation of the notice, Authority agrees to make advance payment to SCE for the estimated actual, necessary, reasonable costs SCE reasonably believes will be necessary to comply with such notice. Such advanced payment shall be made to SCE after execution of a new agreement between SCE and Authority that sets forth the terms and conditions relative to SCE's proposed work (the "New Agreement"). The Parties acknowledge that SCE shall not be required to commence or prosecute a relocation requested hereunder until such time as (i) the New Agreement is executed, (ii) SCE has received all advance payments that are stipulated in the New Agreement and (iii) SCE receives any necessary Replacement Land Rights (see Paragraph 7, below). Both the Authority and SCE acknowledge that time will be of the essence and will make all reasonable efforts to execute such new Agreement as expeditiously as possible after receipt of any notice from County under this Paragraph 4. In no event shall County be responsible for SCE's costs to relocate those SCE's Facilities which are the subject of the New Agreement.

5. In the event County transfers all rights and duties associated with said Right of Way to another public agency, including to the City of Hanford by annexation, all rights and duties created by this Agreement shall also transfer without objection and County will have no further responsibility under this Agreement.

6. In the event that the future use of said Joint Use Area shall at any time or times necessitate, due to Authority, or other Authority sponsored work, station construction or access requirements, a rearrangement, relocation, reconstruction or removal of any of SCE's Facilities then existing in said New Location, then Authority shall notify SCE in writing of such necessity and Authority agrees to make advance payment to SCE for the estimated actual, necessary, reasonable costs SCE reasonably believes will be necessary to comply with such notice. Such advanced payment shall be made to SCE after execution of a New Agreement, which New Agreement shall be consistent with the terms and conditions of the Master Agreement between SCE and the Authority, dated March 20, 2015. The Parties acknowledge that SCE shall not be required to commence or prosecute a relocation requested hereunder until (i) such New Agreement is executed, (ii) SCE has received all advance payments that are stipulated in the New Agreement and (iii) SCE receives any necessary Replacement Land Rights, if any (see below). Both the Authority and SCE acknowledge that time will be of the essence and will make all

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reasonable efforts to execute such new Agreement as expeditiously as possible after receipt of any notice from Authority under this Paragraph 6. In no event shall County be responsible for SCE's costs to relocate SCE's Facilities which are the subject of the New Agreement.

7. In the event of rearrangement, relocation, reconstruction, or removal of SCE Facilities then existing in said New Location pursuant to Paragraph 4 or 6 above, SCE will provide County and Authority with plans of the proposed rearrangement, and following (i) approval of such plans by County and Authority, (ii) the full execution and delivery of the New Agreement, (iii) SCE's receipt of the Replacement Land Rights, if any (see below), and (iv) SCE's receipt of all advance payments that are stipulated in the New Agreement, SCE will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. SCE shall exercise due care for the protection of the traveling public. If such rearrangement, relocation, or reconstruction takes place within said Right of Way, County, Authority and SCE will enter into a new Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of SCE's Facilities within said Right of Way. To facilitate such rearrangement, relocation, reconstruction, or removal outside of said Right of Way (1) County or Authority, depending on whether such rearrangement, relocation, reconstruction, or removal is made pursuant to Paragraph 4 or 6 above, will provide executed document(s) granting to SCE a good and sufficient replacement easement or easements (at Authority's sole cost and expense) over private property, if necessary, to replace in kind SCE's Easement or any part thereof ("Replacement Land Rights"), or (2) Authority shall reimburse SCE for any actual, necessary, and reasonable costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that SCE shall acquire such Replacement Land Rights. County shall have no obligation to pay Authority, SCE or any third party for any cost arising under this Paragraph for any rearrangement, relocation, reconstruction or removal initiated by the Authority or SCE, or for which Authority has expressly accepted responsibility herein. Any such relocation shall be accomplished in compliance with the terms and conditions of the New Agreement. Notwithstanding the foregoing, County is under no obligation to exercise its powers of eminent domain.

8. Authority agrees to indemnify, defend and reimburse SCE for any loss or claim SCE may suffer because of any lack of or defect in County's title to said New Location or any subsequent location within said highway Right of Way, or in the title to any easement provided by Authority over private property, to which SCE relocates its facilities pursuant to the provisions hereof, and Authority agrees that if SCE is ever required to relocate its facilities because of any such lack of or defect in title, Authority shall reimburse SCE for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. Authority shall not reimburse SCE for any loss caused by SCE's own fault or negligence.

9. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of SCE's Easement nor shall this agreement apply to any other of SCE's electrical facilities except said Facilities named herein. SCE shall quitclaim its applicable land rights in the Original Location to Authority as soon as reasonably practicable after completion of tie-in of or cut-over to new Facilities, upon receipt of written request. County, Authority and SCE shall use said New Location in such a manner as not to interfere unduly with the rights of the other parties. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which County, Authority or SCE may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by County, Authority or SCE in such a manner

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Between S. C. E., a corp. and County of Kings,
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V&LM File No.: JUA203898571 Order No.: 802023752

as to cause an unreasonable interference with the use of said New Location by the other parties. County and Authority shall endeavor to avoid damage to SCE's facilities by reason of the construction, reconstruction or maintenance of said street or highway, by the County or Authority or either party's contractors, and that, if necessary, County and Authority will protect SCE's facilities against any such damage, at the expense of the Party performing the construction, reconstruction or maintenance work.

10. SCE shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said New Location in said highway Right of Way, and which in the opinion of SCE may endanger or interfere with the proper operation or maintenance of SCE's facilities, to the extent necessary to prevent any such interference or danger. To exercise this right, SCE shall provide to County ten (10) days written notice. SCE shall, to the full extent permitted by law, indemnify, defend, and hold County harmless, and any and all of its Board members, officials, employees, and agents from and against any liability of any kind whatsoever (including but not limited to 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 SCE or by any individual or entity for which SCE is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of SCE.

This agreement shall inure to the benefit of and be binding upon County, Authority and SCE and their respective successors and assigns.

JOINT USE AGREEMENT

Between S. C. E., a corp. and County of Kings,
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V&LM File No.: JUA203898571 Order No.: 802023752

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized, as of the day and year herein first above written.

Southern California Edison Company,
a California corporation

By: Cynthia Calemmo
Cynthia Calemmo
Real Estate & Facilities Advisor
Land Management – Northern Region
Land & Vegetation Management

County of Kings

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

Attest:

Catherine Venturella, Clerk of the said Board

State of California,
California High Speed Rail Authority

By: Dennis Kim
Name: DENNIS KIM
Title: DIRECTOR OF REAL PROPERTY

JOINT USE AGREEMENT

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V&LM File No.: JUA203898571 Order No.: 802023752

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

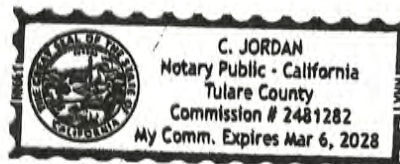
County of Tulare

On Aug 14, 2024 before me, C. Jordan, a Notary Public, personally appeared Cynthia Caliendo, 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 C. Jordan



JOINT USE AGREEMENT

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State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, 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.

see attached
J.L.

Signature _____

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 _____

On _____ before me, _____, a Notary Public, personally appeared _____, 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 _____

ACKNOWLEDGMENT

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 Sacramento)

On 08-22-2024 before me, Maksim Yakimtsev, Notary Public
(insert name and title of the officer)

personally appeared Dennis Kim,
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 

(Seal)



JOINT USE AGREEMENT

Between S. C. E., a corp. and County of Kings,
Serial No. 73079A SCE Document: 104729
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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 _____

On _____ before me, _____, a Notary Public, personally appeared _____, 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 _____

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL NO. 73079A
JOINT USE AGREEMENT

BEING A PORTION OF THE NORTH ONE HALF OF SECTION 28 AND THE SOUTH ONE HALF OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT A BRASS CAP IN CONCRETE STAMPED "KINGS COUNTY SURVEYOR", ACCEPTED AS THE NORTH ONE QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 00°24'16" WEST 30.00 FEET ALONG THE ONE QUARTER LINE OF SAID SECTION 28, TO THE SOUTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD (30-FOOT HALF WIDTH) PER ROAD EASEMENT RECORDED IN VOLUME 4, PAGE 117 BOARD MINUTES OF NOVEMBER 7, 1872, IN THE OFFICE OF THE COUNTY RECORDER OF TULARE COUNTY;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°39'37" EAST 379.32 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00°02'12" WEST 40.41 FEET;

THENCE NORTH 89°59'34" WEST 20.32 FEET;

THENCE SOUTH 68°30'00" WEST 12.76 FEET;

THENCE NORTH 90°00'00" WEST 58.99 FEET;

THENCE NORTH 68°27'45" WEST 12.78 FEET;

THENCE NORTH 00°00'13" WEST 10.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE CONTINUING NORTH 00°00'13" WEST 10.00 FEET;

THENCE SOUTH 89°59'34" EAST 13.79 FEET;

THENCE NORTH 00°00'00" EAST 5.31 FEET;

THENCE NORTH 90°00'00" EAST 55.19 FEET;

THENCE SOUTH 00°00'00" WEST 5.32 FEET;

THENCE NORTH 90°00'00" EAST 60.70 FEET;

THENCE SOUTH 00°00'00" WEST 10.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**;

THENCE CONTINUING SOUTH 00°00'00" WEST 10.00 FEET;

THENCE NORTH 90°00'00" WEST 6.61 FEET;

THENCE SOUTH 00°02'12" EAST 40.29 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF GRANGEVILLE BOULEVARD SOUTH 89°39'37" WEST 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 4,026 SQUARE FEET OR 0.092 ACRES, MORE OR LESS.

STRIP 1:

A 20-FOOT-WIDE STRIP OF LAND, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "A"**;

THENCE SOUTH 89°59'47" WEST 239.07 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "C"**

THENCE CONTINUING SOUTH 89°59'47" WEST 25.40 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 89°59'47" A DISTANCE OF 39.27 FEET;

THENCE SOUTH 00°00'00" WEST 27.74 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD AND THE **POINT OF TERMINATION OF STRIP 1**.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS TO TERMINATE ON THE WEST LINE OF THE HEREINBEFORE DESCRIBED **PARCEL 1** AND ON SAID SOUTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD.

EXCLUDING THEREFROM THAT PORTION LYING WITHIN THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY RIGHT-OF-WAY (190 FEET WIDE) PER RIGHT-OF-WAY

APPRAISAL MAP "RW-M4026-2K1-C" DATED APRIL 5, 2021 AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINBEFORE MENTIONED POINT "C";

THENCE NORTH 00°17'55" EAST 7.56 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID GRANGEVILLE BOULEVARD AND THE WEST LINE OF SAID CALIFORNIA HIGH-SPEED RAIL AUTHORITY RIGHT-OF-WAY, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°17'55" EAST 2.44 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTH LINE OF THE HEREINBEFORE DESCRIBED **STRIP 1**;

THENCE NORTH 89°59'47" EAST 190.00 FEET ALONG SAID NORTH LINE OF **STRIP 1** TO THE EAST LINE OF SAID CALIFORNIA HIGH-SPEED RAIL AUTHORITY RIGHT-OF-WAY;

THENCE SOUTH 00°17'55" WEST 1.32 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO SAID NORTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD;

THENCE SOUTH 89°39'37" WEST 190.01 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO SAID WEST LINE OF CALIFORNIA HIGH-SPEED RAIL AUTHORITY RIGHT-OF-WAY AND THE **TRUE POINT OF BEGINNING**.

CONTAINING 6,272 SQUARE FEET OR 0.144 ACRES, MORE OR LESS.

STRIP 2:

A 10-FOOT-WIDE STRIP OF LAND, 5 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT "B";

THENCE SOUTH 90°00'00" EAST 240.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST AND HAVING A RADIUS OF 12.50 FEET;

THENCE ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 19.63 FEET;

THENCE SOUTH 00°00'00" EAST 16.06 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "D"**;

THENCE CONTINUING SOUTH 00°00'00" EAST 20.19 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD AND THE **POINT OF TERMINATION #1 OF STRIP 2**;

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS TO TERMINATE ON THE EAST LINE OF THE HEREINBEFORE DESCRIBED **PARCEL 1** AND ON SAID SOUTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD.

TOGETHER WITH A 10-FOOT-WIDE STRIP OF LAND, 5 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS;

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT “D”**, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12.50 FEET;

THENCE ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}36'54''$ A DISTANCE OF 19.55 FEET;

THENCE SOUTH $89^{\circ}36'54''$ EAST 14.45 FEET TO THE **POINT OF TERMINATION #2 OF STRIP 2.**

CONTAINING 3,188 SQUARE FEET OR 0.073 ACRES, MORE OR LESS.

STRIP 3:

A 10-FOOT-WIDE STRIP OF LAND, 5 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN CONCRETE STAMPED “KINGS COUNTY SURVEYOR”, ACCEPTED AS THE NORTH ONE QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH $00^{\circ}24'16''$ WEST 18.26 FEET ALONG THE ONE QUARTER LINE OF SAID SECTION 28;

THENCE NORTH $90^{\circ}00'00''$ WEST 23.34 FEET TO THE WEST SIDELINE OF **STRIP 1** AND THE **TRUE POINT OF BEGINNING OF STRIP 3;**

THENCE CONTINUING NORTH $90^{\circ}00'00''$ WEST 10.94 FEET;

THENCE SOUTH $89^{\circ}45'43''$ WEST 429.90 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT “E”** SAID POINT BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST AND HAVING A RADIUS OF 12.50 FEET;

THENCE ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}59'01''$ A DISTANCE OF 19.85 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD AND THE **POINT OF TERMINATION #1 OF STRIP 3.**

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS TO TERMINATE ON THE WEST LINE OF THE HEREINBEFORE DESCRIBED **STRIP 1** AND ON SAID SOUTH RIGHT-OF-WAY LINE OF GRANGEVILLE BOULEVARD;

TOGETHER WITH A 10-FOOT-WIDE STRIP OF LAND, 5 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS;

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "E"**;

THENCE CONTINUING SOUTH 89°45'43" WEST 22.04 FEET TO THE **POINT OF TERMINATION #2 OF STRIP 3**;

CONTAINING 4,714 SQUARE FEET OR 0.108 ACRES, MORE OR LESS.

PARCEL 1 TOGETHER WITH **STRIP 1**, **STRIP 2**, AND **STRIP 3** CONTAINING 18,200 SQUARE FEET OR 0.418 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSES, ETC. ARE AS SHOWN ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED BY ME OR UNDER MY DIRECTION



CHARLES D. PLUTA

10/31/2023

DATE




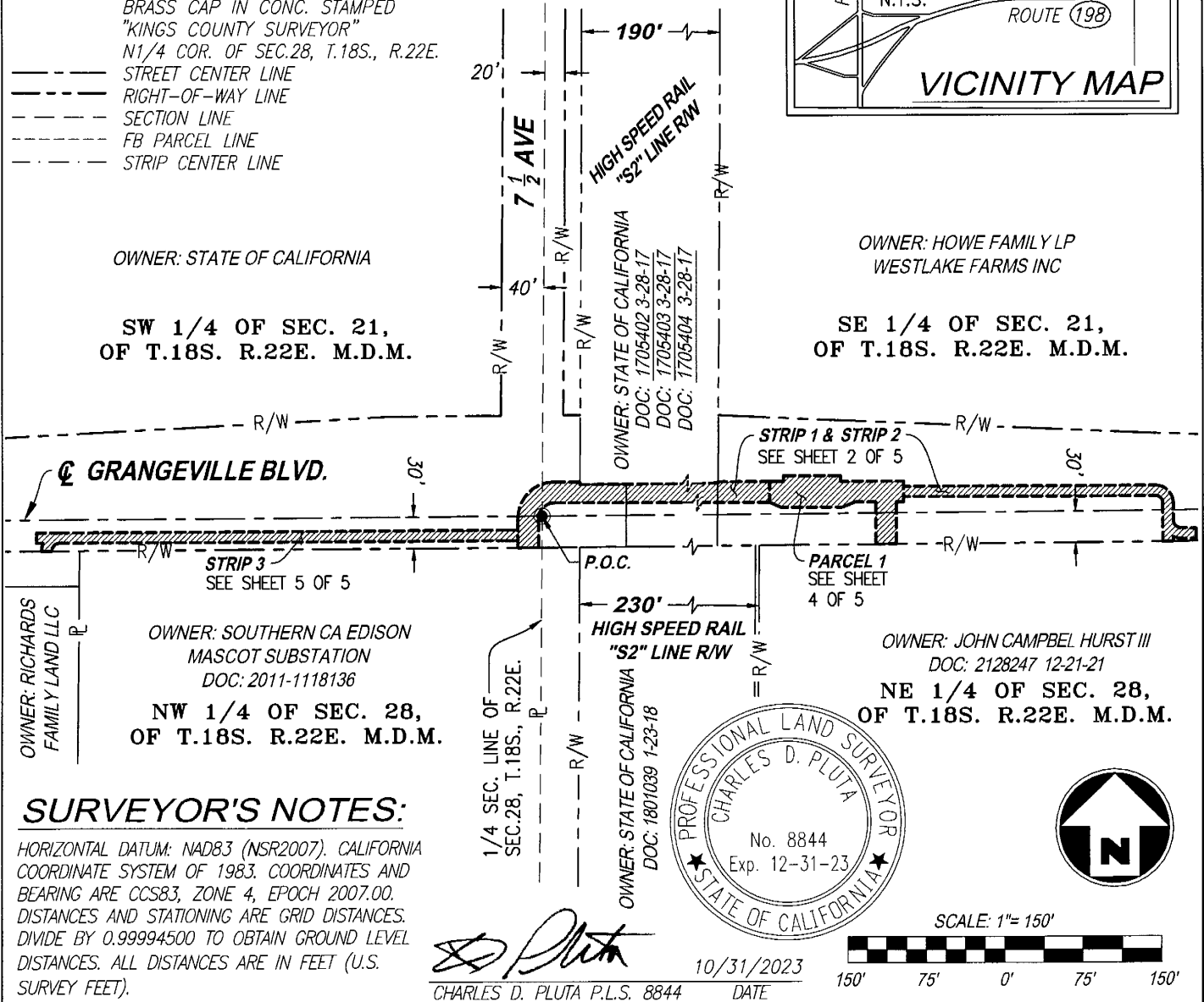
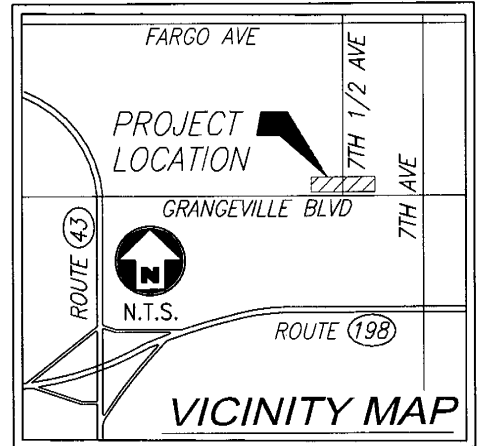
EXHIBIT "B"

BEING A PORTION OF THE N 1/2 OF SECTION 28 AND THE S 1/2 OF SECTION 21, TOWNSHIP 18 SOUTH,
RANGE 22 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA

LEGEND

- CL CENTER LINE
- R/W RIGHT-OF-WAY
- PL PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.T. POINT OF TERMINUS
- T.P.O.B. TRUE POINT OF BEGINNING
- FD. 1/4 COR. SEC.21/28,
BRASS CAP IN CONC. STAMPED
"KINGS COUNTY SURVEYOR"
- N1/4 COR. OF SEC.28, T.18S., R.22E.
- STREET CENTER LINE
- - - RIGHT-OF-WAY LINE
- SECTION LINE
- FB PARCEL LINE
- STRIP CENTER LINE

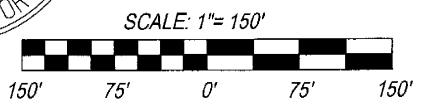
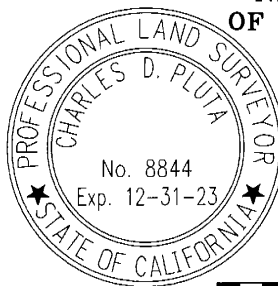
 **JOINT USE AGREEMENT**
TOTAL = 18,200 S.F. OR 0.418 AC.



SURVEYOR'S NOTES:

HORIZONTAL DATUM: NAD83 (NSR2007). CALIFORNIA COORDINATE SYSTEM OF 1983. COORDINATES AND BEARING ARE CCS83, ZONE 4, EPOCH 2007.00. DISTANCES AND STATIONING ARE GRID DISTANCES. DIVIDE BY 0.99994500 TO OBTAIN GROUND LEVEL DISTANCES. ALL DISTANCES ARE IN FEET (U.S. SURVEY FEET).


CHARLES D. PLUTA P.L.S. 8844



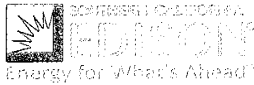
PROJECT NAME: GOSHEN-MASCOT 66KV T/L			M.S.: 126-060	SHEET: 1 OF 5
W.O. NO.: 802023752	NOT. NO.: 203898571	CITY: UNINCORPORATED	COUNTY: KINGS	STATE: CA
SURVEYED BY: N/A		SCE F.B. REF.: N/A	DATE: 10/31/2023	
DRAWN BY: V. MUNOZ		MAP REF.: HSR-APPRAISAL MAP RW-M4026-2K1		
CHECKED BY: D. CROSSWHITE	TRES: S. FLORES	SERIAL NO.: 73079A	FILE NAME: 73079A.dwg	

EXHIBIT "B"

BEING A PORTION OF THE N 1/2 OF SECTION 28 AND THE S 1/2 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA

SE 1/4 OF SEC. 21,
OF T.18S. R.22E. M.D.M.

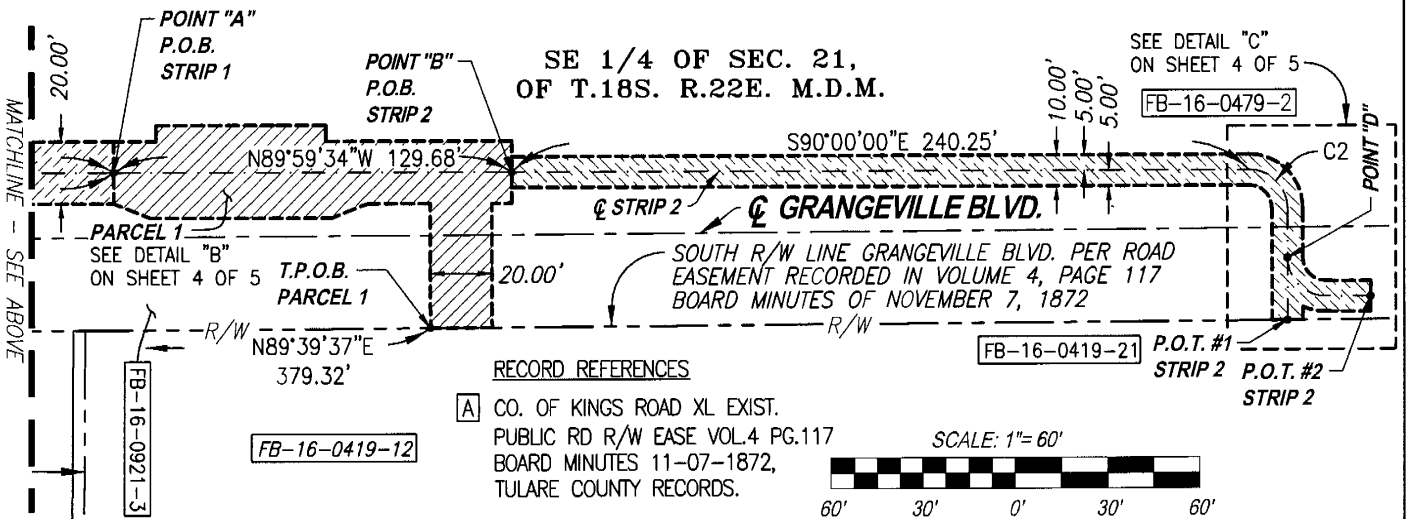
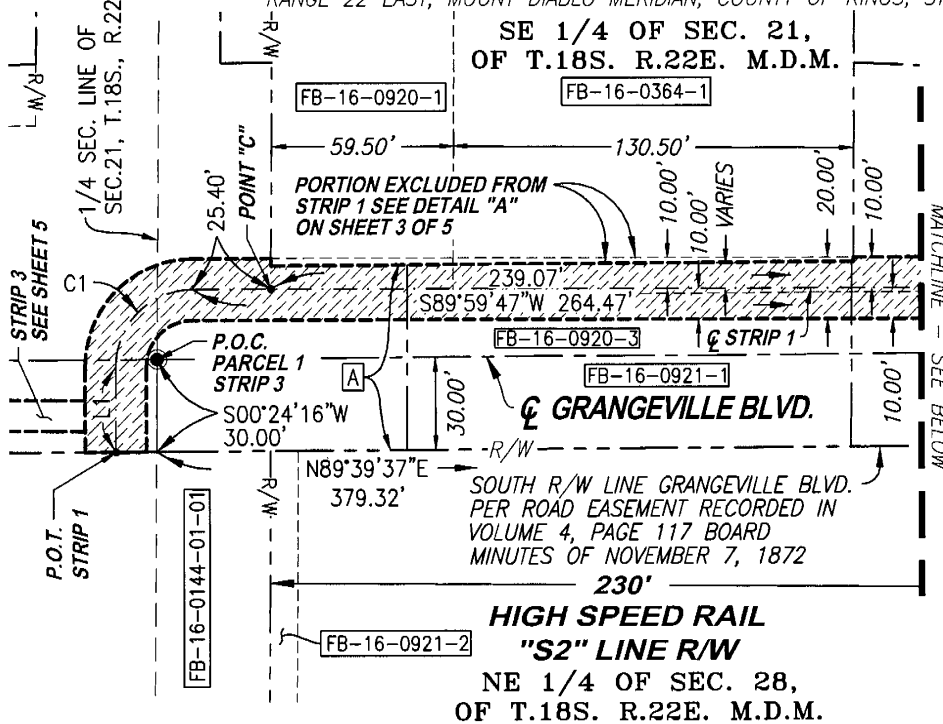
LINE TABLE

NO.	LENGTH	DIRECTION
L1	27.74'	S00°00'00"W



JOINT USE AGREEMENT

	STRIP 1 AREA=6,272 S.F. OR 0.144 AC.
	STRIP 2 AREA=3,188 S.F. OR 0.073 AC.
	PARCEL 1 AREA=4,026 S.F. OR 0.092 AC.



RECORD REFERENCES

- [A] CO. OF KINGS ROAD XL EXIST.
PUBLIC RD R/W EASE VOL.4 PG.117
BOARD MINUTES 11-07-1872,
TULARE COUNTY RECORDS.

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	89°59'47"
C2	19.63'	12.50'	90°00'00"
C3	19.55'	12.50'	89°36'54"

LEGEND

- CL CENTER LINE
R/W STREET RIGHT-OF-WAY
PL PROPERTY LINE
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINUS
T.P.O.B. TRUE POINT OF BEGINNING

- FD. 1/4 COR. SEC.21|28,
BRASS CAP IN CONC. STAMPED
"KINGS COUNTY SURVEYOR"
N1/4 COR. OF SEC.28, T.18S., R.22E.
- STREET CENTER LINE
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - FB PARCEL LINE


PROJECT NAME: GOSHEN-MASCOT 66KV T/L			M.S.: 126-060		SHEET: 2 OF 5	
W.O. NO.: 802023752		NOT. NO.: 203898571		CITY: UNINCORPORATED		COUNTY: KINGS
SURVEYED BY: N/A		SCE F.B. REF.: N/A		DATE: 10/31/2023		
DRAWN BY: V. MUNOZ		MAP REF.: HSR-APPRAISAL MAP RW-M4026-2K1				
CHECKED BY: D. CROSSWHITE		TRES: S. FLORES		SERIAL NO.: 73079A		FILE NAME: 73079A.dwg

EXHIBIT "B"

BEING A PORTION OF THE N 1/2 OF SECTION 28 AND THE S 1/2 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA

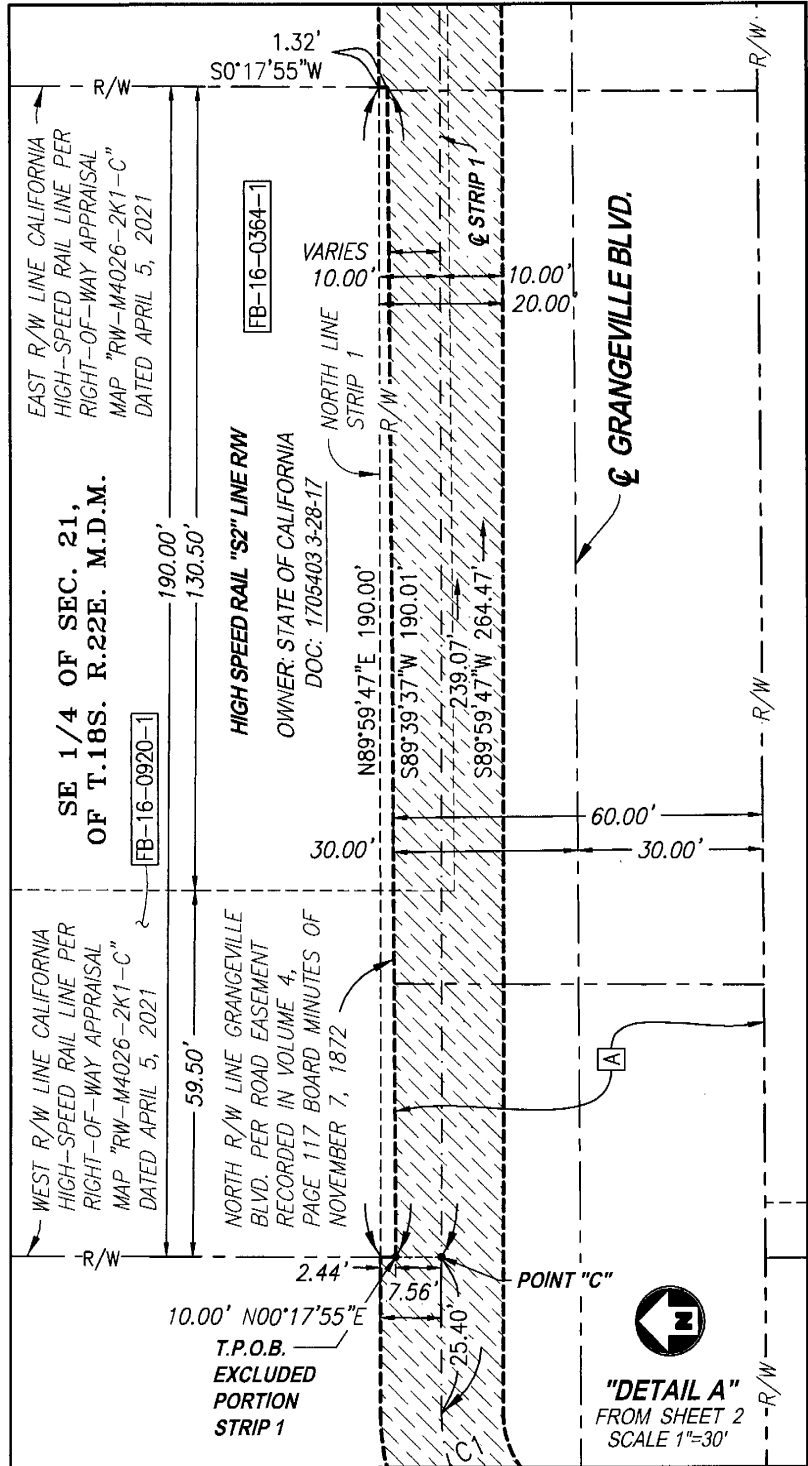
LEGEND

- CL CENTER LINE
 - R/W STREET RIGHT-OF-WAY
 - PL PROPERTY LINE
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.T. POINT OF TERMINUS
 - T.P.O.B. TRUE POINT OF BEGINNING
- FD. 1/4 COR. SEC.21|28,
BRASS CAP IN CONC. STAMPED
"KINGS COUNTY SURVEYOR"
N 1/4 COR. OF SEC.28, T.18S., R.22E.
- STREET CENTER LINE
 - RIGHT-OF-WAY LINE
 - SECTION LINE
 - FB PARCEL LINE

 JOINT USE AGREEMENT
STRIP 1
AREA=6,272 S.F. OR 0.144 AC.

RECORD REFERENCES

- [A] CO. OF KINGS ROAD XL EXIST.
PUBLIC RD R/W EASE VOL.4 PG.117
BOARD MINUTES 11-07-1872,
TULARE COUNTY RECORDS.




PROJECT NAME: GOSHEN-MASCOT 66KV T/L			M.S.: 126-060	SHEET: 3 OF 5
W.O. NO.: 802023752	NOT. NO.: 203898571	CITY: UNINCORPORATED	COUNTY: KINGS	STATE: CA
SURVEYED BY: N/A		SCE F.B. REF.: N/A	DATE: 10/31/2023	
DRAWN BY: V. MUNOZ		MAP REF.: HSR-APPRAISAL MAP RW-M4026-2K1		
CHECKED BY: D. CROSSWHITE	TRES: S. FLORES	SERIAL NO.: 73079A	FILE NAME: 73079A.dwg	

EXHIBIT "B"



BEING A PORTION OF THE N ½ OF SECTION 28 AND THE S ½ OF SECTION 21, TOWNSHIP 18 SOUTH,
RANGE 22 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA

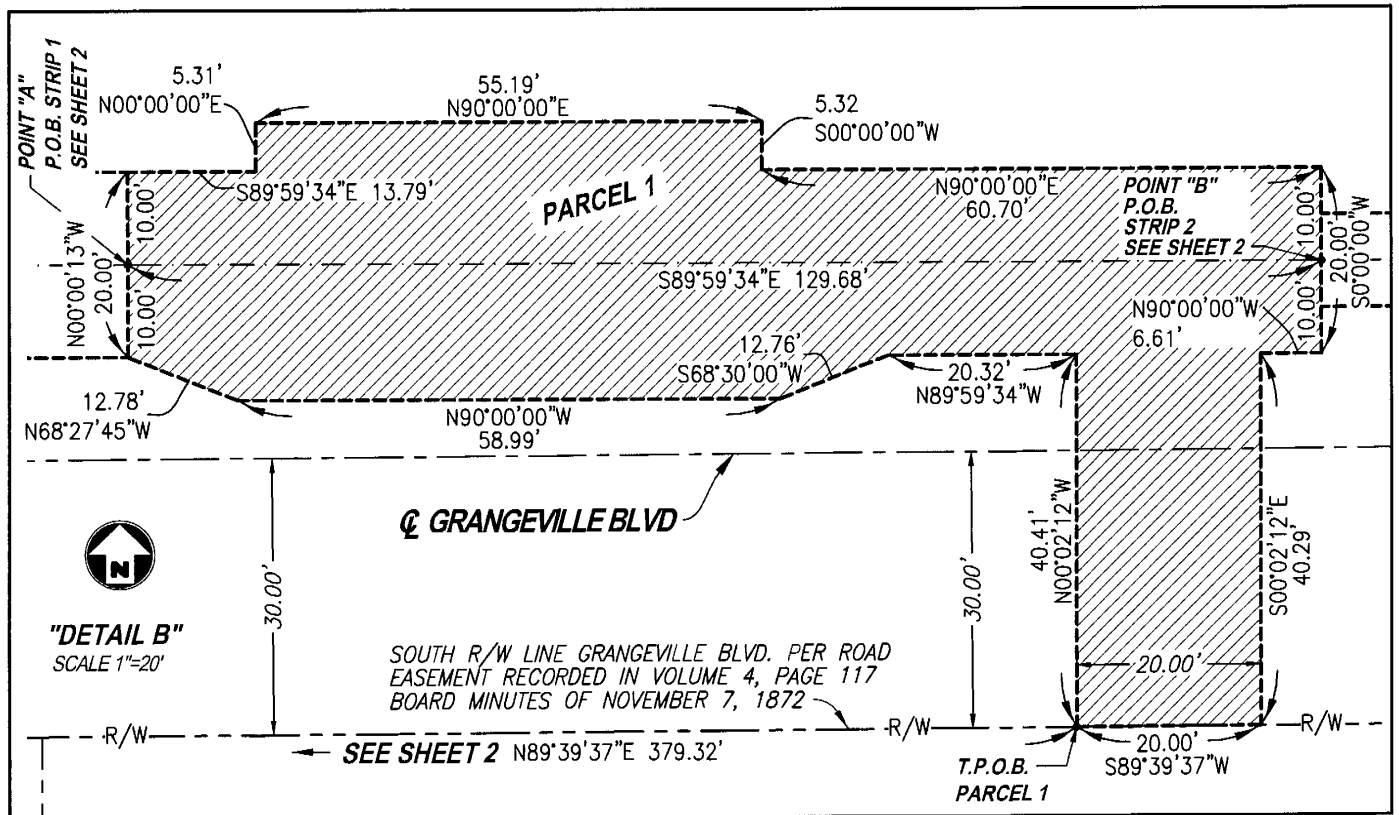
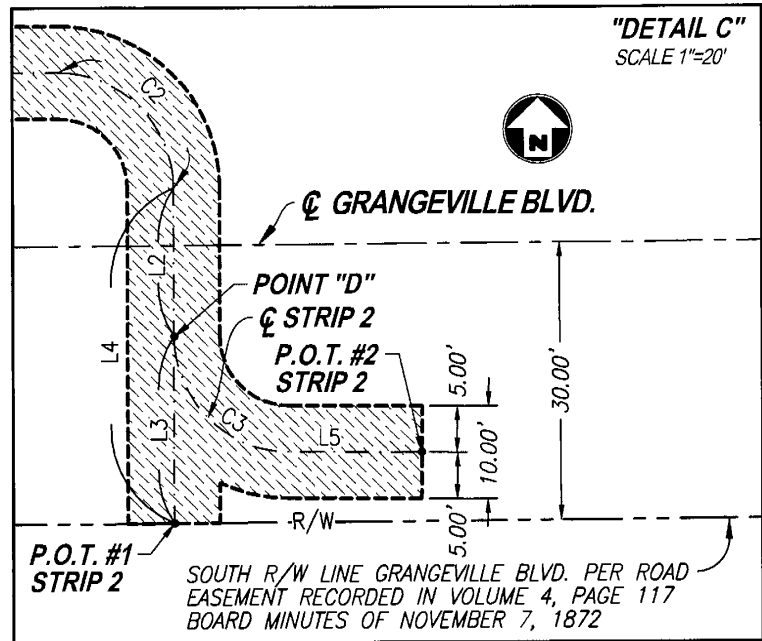
CURVE TABLE

NO.	LENGTH	RADIUS	DELTA
C2	19.63'	12.50'	90°00'00"
C3	19.55'	12.50'	89°36'54"

LINE TABLE

NO.	LENGTH	DIRECTION
L2	16.06'	S00°00'00"E
L3	20.19'	S00°00'00"E
L4	36.25'	S00°00'00"E
L5	14.45'	S89°36'54"E

JOINT USE AGREEMENT
 STRIP 2
 AREA=3,188 S.F. OR 0.073 AC.
 PARCEL 1
 AREA=4,026 S.F. OR 0.092 AC.





PROJECT NAME: GOSHEN-MASCOT 66KV T/L			M.S.: 126-060	SHEET: 4 OF 5
W.O. NO.: 802023752	NOT. NO.: 203898571	CITY: UNINCORPORATED	COUNTY: KINGS	STATE: CA
SURVEYED BY: N/A		SCE F.B. REF.: N/A	DATE: 10/31/2023	
DRAWN BY: V. MUNOZ		MAP REF.: HSR-APPRAISAL MAP RW-M4026-2K1		
CHECKED BY: D. CROSSWHITE	TRES: S. FLORES	SERIAL NO.: 73079A	FILE NAME: 73079A.dwg	

EXHIBIT "B"

BEING A PORTION OF THE N 1/2 OF SECTION 28 AND THE S 1/2 OF SECTION 21, TOWNSHIP 18 SOUTH,
RANGE 22 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA

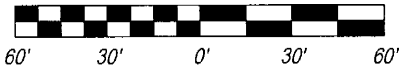
LEGEND

- CL CENTER LINE
- R/W STREET RIGHT-OF-WAY
- PL PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.T. POINT OF TERMINUS
- T.P.O.B. TRUE POINT OF BEGINNING
- FD. 1/4 COR. SEC. 21|28,
BRASS CAP IN CONC. STAMPED
"KINGS COUNTY SURVEYOR"
- N 1/4 COR. OF SEC. 28, T.18S., R.22E.
- STREET CENTER LINE
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - FB PARCEL LINE

 JOINT USE AGREEMENT
STRIP 3
AREA=4,714 S.F. OR 0.108 AC.



SCALE: 1"= 60'



LINE TABLE

NO.	LENGTH	DIRECTION
L6	18.26'	S00°24'16"W
L7	23.34'	N90°00'00"W
L8	10.94'	N90°00'00"W

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA
C4	19.85	12.50'	90°59'01"

RECORD REFERENCES

- [A] CO. OF KINGS ROAD XL EXIST.
PUBLIC RD R/W EASE VOL.4 PG.117
BOARD MINUTES 11-07-1872,
TULARE COUNTY RECORDS.

POINT "E"

P.O.T. #2
STRIP 3

P.O.T. #1
STRIP 3

FB-16-0142

1/4 SEC. LINE OF
SEC. 21, T.18S., R.22E.

-R/W-

SW 1/4 OF SEC. 21,
OF T.18S. R.22E. M.D.M.

WEST SIDELINE
STRIP 1

GRANGEVILLE BLVD.

P.O.C.

T.P.O.B.
STRIP 3

5.00'
5.00'
10.00'

Q STRIP 3

30.00'

S89°45'43"W 451.94'

429.90'

OWNER: SOUTHERN CA EDISON
MASCOT SUBSTATION
DOC: 2011-1118136

SOUTH R/W LINE GRANGEVILLE BLVD.
PER ROAD EASEMENT RECORDED IN
VOLUME 4, PAGE 117 BOARD
MINUTES OF NOVEMBER 7, 1872

22.04'

1/4 SEC. LINE OF
SEC. 28, T.18S., R.22E.

NW 1/4 OF SEC. 28,
OF T.18S. R.22E. M.D.M.

PROJECT NAME: GOSHEN-MASCOT 66KV T/L

M.S.: 126-060

SHEET: 5 OF 5

W.O. NO.: 802023752

NOT. NO.: 203898571

CITY: UNINCORPORATED

COUNTY: KINGS

STATE: CA

SURVEYED BY: N/A

SCE F.B. REF.: N/A

DATE: 10/31/2023

DRAWN BY: V. MUNOZ

MAP REF.: HSR-APPRAISAL MAP RW-M4026-2K1



CHECKED BY: D. CROSSWHITE

TRES: S. FLORES

SERIAL NO.: 73079A

FILE NAME: 73079A.dwg



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

SUBMITTED BY: Administration – Kyria Martinez/Gisselle Coyt
Maas Energy Works – Eileen Martinho

SUBJECT: LETTER OF SUPPORT FOR THE CALIFORNIA DEPARTMENT OF FOOD AND
AGRICULTURE’S DAIRY DIGESTER RESEARCH AND DEVELOPMENT
PROGRAM

SUMMARY:

Overview:

The California Department of Food and Agriculture’s Dairy Digester Research and Development Program (DDRDP) provides financial assistance for the installation of dairy digesters in California to reduce greenhouse gas emissions. Maas Energy Works (Maas) has partnered with local dairies to develop cost-effective projects. A requirement for the grant is a letter of support from the community, affirming the positive environmental impact of these projects. The presentation will cover the Kings County Dairy Digester Project and its potential impacts, including the use of grant funding to incorporate Diamond D Dairy into the Lakeside Dairy Digester Pipeline Project.

Recommendation:

- a. Receive a presentation from Maas Energy Works for information on the Kings County Dairy Digester Project;
- b. Authorize the Chairman to sign a letter of support for the California Department of Food and Agriculture’s Dairy Digester Research and Development Program grant application for the Lakeside Dairy Digester Pipeline Project.

Fiscal Impact:

There is no fiscal impact with this recommended action.

(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

LETTER OF SUPPORT FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE'S DAIRY DIGESTER RESEARCH AND DEVELOPMENT PROGRAM

September 17, 2024

Page 2 of 2

BACKGROUND:

Maas is a family-owned business headquartered in Redding, California. They specialize in the development, ownership, and operation of manure digesters. Each year, Maas applies for grants from the California Department of Food and Agriculture and securing letters of support from the community is a crucial part of meeting the grant requirements. State incentive programs are vital for California's efforts to enhance carbon efficiency and combat climate change. The Board understands Maas seeks letters of support for grants from the California Department of Food and Agriculture. The Board has previously provided Maas with letters of support in 2020 and 2022 to provide funding for the Lakeside Dairy Digester Cluster. These projects have created new income opportunities for the dairy industry, generated jobs, and overall helped advance agricultural initiatives.

Maas is proposing to build an additional manure digester at Diamond D Dairy in Hanford, which would expand their existing Lakeside Dairy Digester Pipeline Project. This new digester would be the 11th in the Lakeside Biogas Conditioning Hub and Pipeline Cluster. Maas' goal is to capture methane gas that would otherwise be released into the atmosphere and convert it into renewable natural gas. This initiative supports California's broader efforts to reduce greenhouse gas emissions.

Manure digesters are innovative systems that process organic waste to produce biogas, which can be transformed into renewable energy. The digesters at each dairy send methane gas through a low-pressure pipeline to a biogas conditioning hub. The gas is then refined from raw biogas to natural gas and then injected into a Pacific Gas and Electric pipeline, resulting in biogas energy and significant methane reductions. Beyond environmental benefits, this project will also create local jobs, stimulate local spending, expand the tax base, and support the agricultural sector.

The environmental impacts include notable reductions in greenhouse gases, better odor control, improved water quality, and water savings. Additionally, it will contribute to reductions in emissions from converted fleets. However, there are some anticipated potential drawbacks, such as increased traffic during construction from Compressed Natural Gas (CNG) hauling to the injection point and slightly increased emissions due to additional electrical usage.

With a proven track record of successfully implementing sustainable agricultural technologies, Maas is confident that this project will positively impact the community and support the State's environmental goals. Maas is committed to affordable, innovative, and sustainable practices that contribute to both agriculture and economic development.

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

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



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

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

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

RUSTY ROBINSON – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

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

August 29, 2024

California Department of Food and Agriculture
Dairy Digester Research and Development Program
1120 N. Street
Sacramento, CA 95814

RE: Letter of Support for the Maas Energy Works Dairy Digesters in Kings County

Dear Secretary Ross,

Please accept this Letter of Support for Maas Energy Work's dairy digester projects. Digesters play an increasingly important role in our county. I attended the Community Feedback Meeting that Maas Energy Works held where they provided information about their upcoming projects in our county as well as the potential impacts of their projects. In addition, they provided all literature in both English and Spanish and provided in-person Spanish translation. This was a family friendly event.

Our county's dairy families are a resilient community under constant pressure to adapt to evolving environmental considerations. The projects that Maas Energy Works are proposing will greatly aid our community by decreasing greenhouse gas emissions, increasing revenue at local dairy farms, and providing jobs to our working community. I believe that these projects will have a positive impact on all the districts within the county.

I understand Mass Energy Works applies for California Department of Food and Agriculture grants to fund these projects. I support projects like this. They have successfully designed, developed, and operated dairy digesters nationwide over the last eight years.

We appreciate the opportunity to provide formal support. Should you have any questions or concerns about the above, please contact our office at your earliest convenience.

Sincerely,

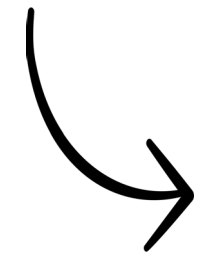
Doug Verboon, Chairman



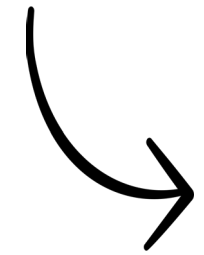
MAAS ENERGY WORKS

Kings County Dairy Digester Project

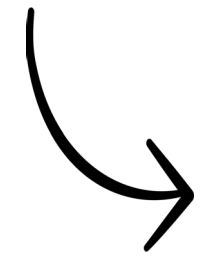
QUESTIONS WE WILL ANSWER TODAY



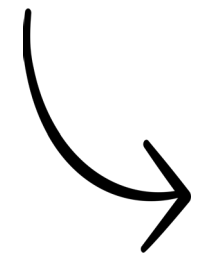
What is a Manure Digester?



Who is Maas Energy Works?



What is Maas Energy Works Proposing to Build?



What are the Potential Impacts of the Proposed Projects?

WHAT IS A MANURE DIGESTER



MAAS ENERGY WORKS

Covered Lagoon Digester Example



Dairy Farm without Digester

Milk
Cheese
Butter
Ice Cream



Cows

Crops

Lagoon

Fields

Methane

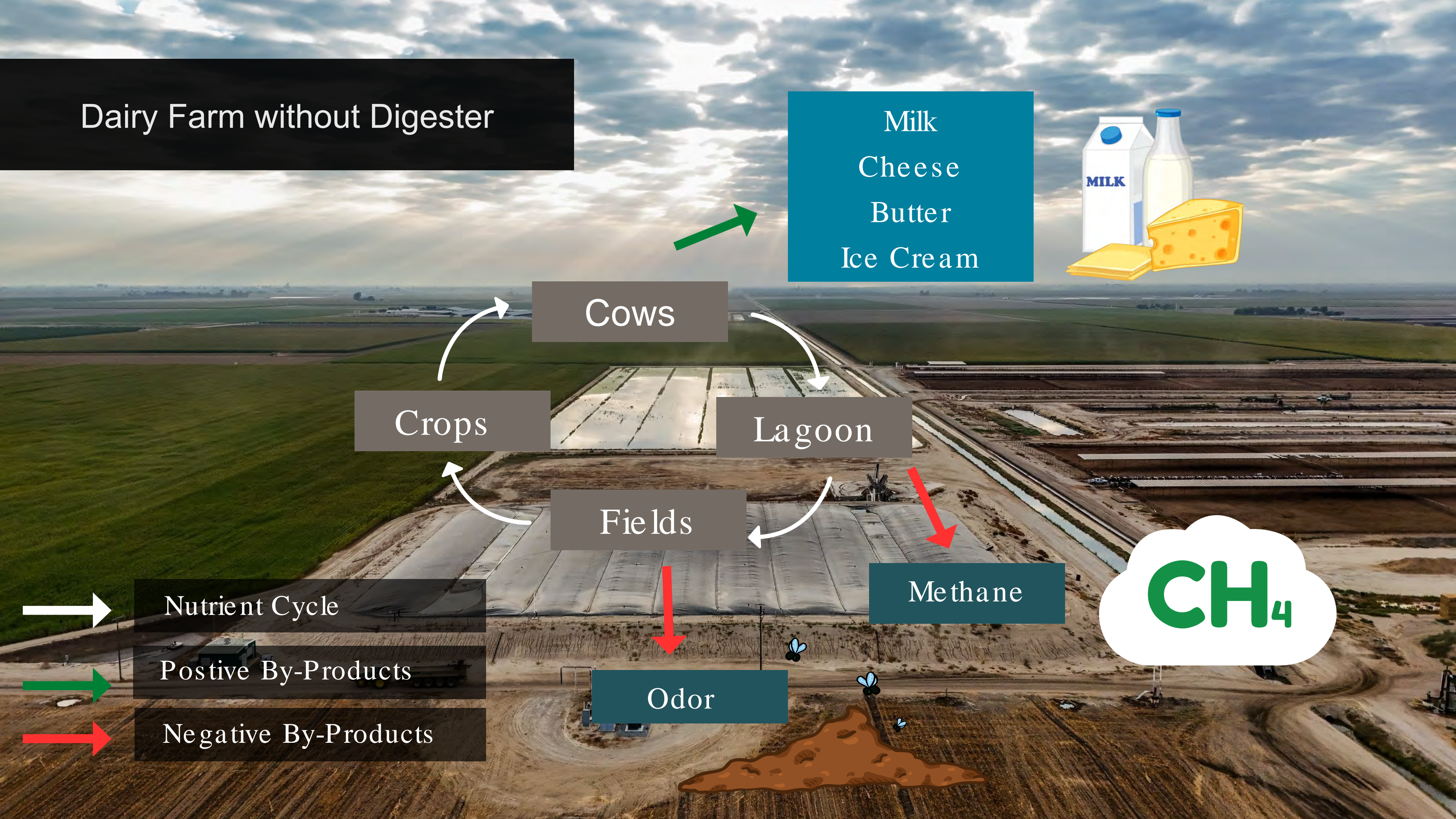


Odor

Nutrient Cycle

Positive By-Products

Negative By-Products



Dairy Farm with Digester

Milk
Cheese
Butter
Ice Cream



Cows

Crops

Digester

Biogas
Energy

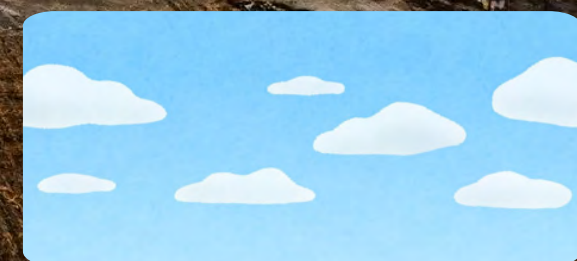
Fields

Methane
Reductions

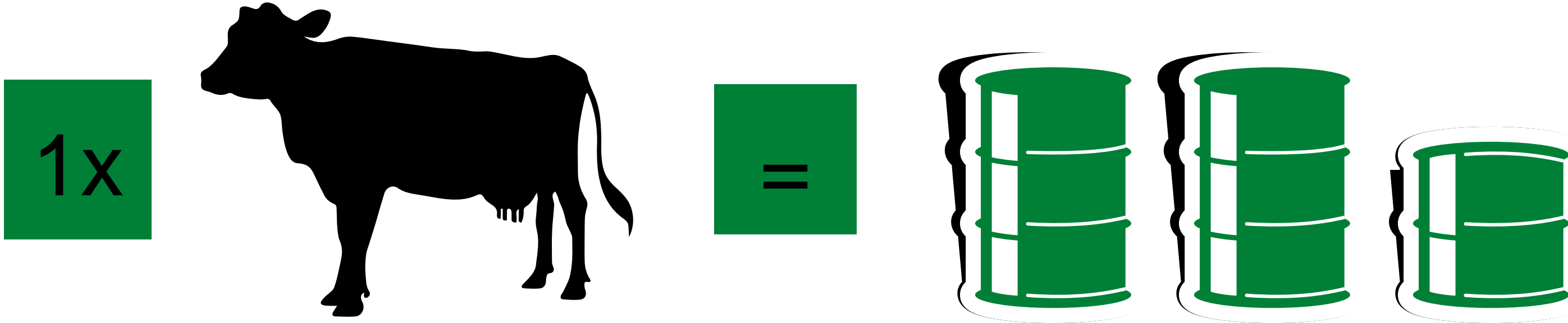


Nutrient Cycle

Positive By-Products



ONE COW'S MANURE



And - 1 () CO2-e

One cow produces 2 1/2 equivalent barrels of oil per year and reduces green house gas by 5 tons CO2 Equivalent.

FUEL SUPPLY OF 3,000 WET COW EQUIVALENT (WCE)



3,000

WCE
1x Dairy



327,556

Gallons of Vehicle Fuel/
Year (DGE)



45

CNG Trucks /Year

WHO IS MAAS ENERGY WORKS?



MAAS ENERGY WORKS

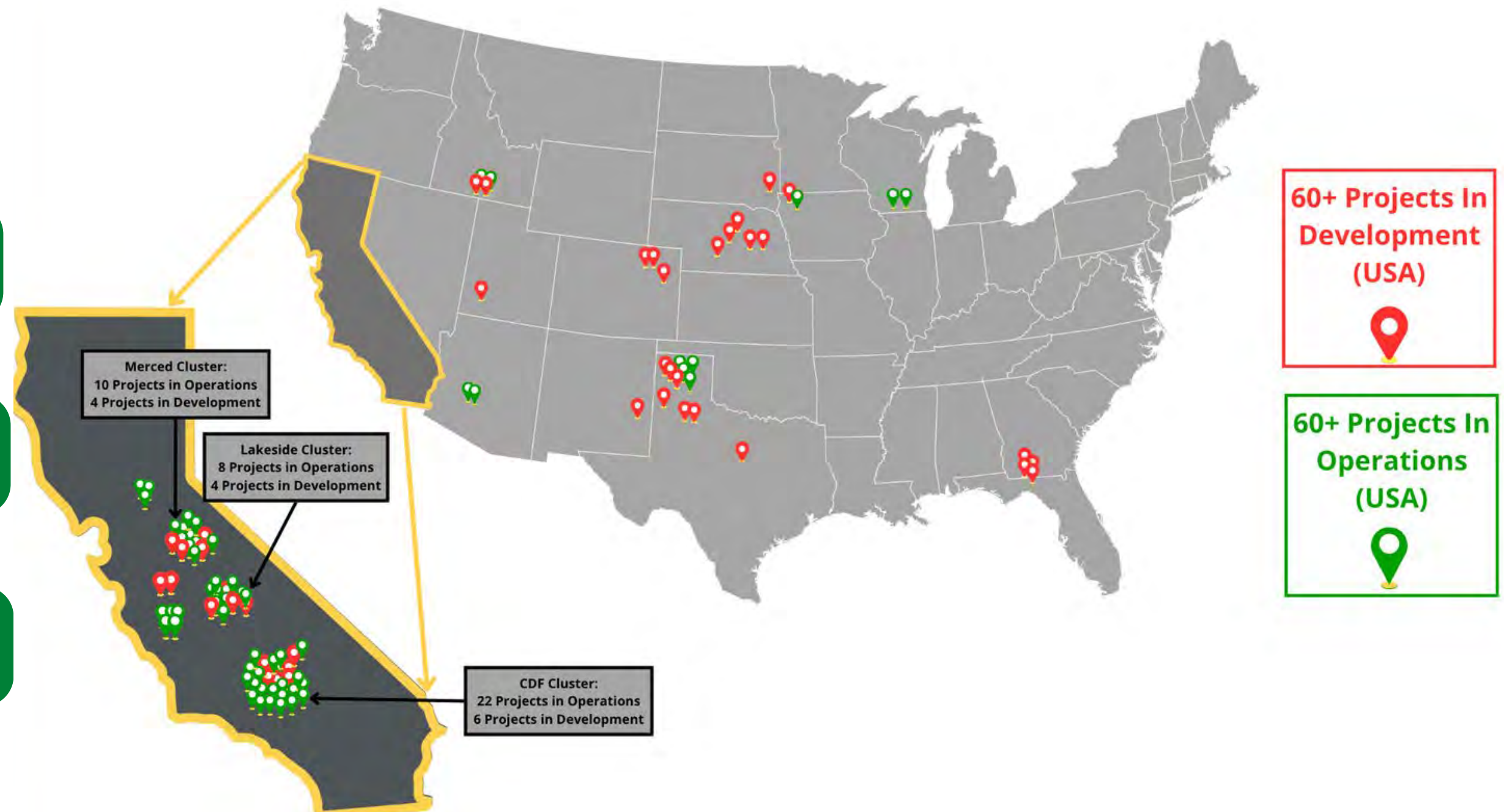
ABOUT MAAS ENERGY WORKS

Family-owned business, Redding California

Owner, developer & operator of digesters

Working with over 70 farms in 8 states

150 employees (~25 valley employees)



WHAT WE DO AT MAAS ENERGY WORKS

Design



Permits



Grants & Finance



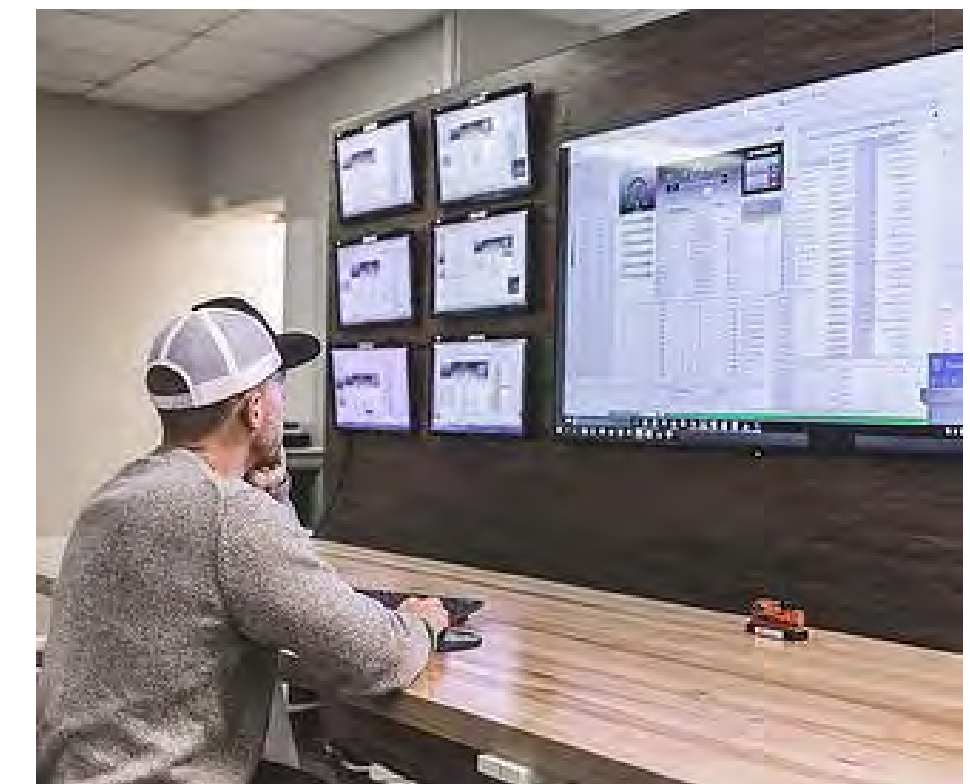
Construction



Operations



Marketing & Credits



River Ranch Dairy Digester
Hanford, CA



Lone Oak #1 - Dairy Digester
Hanford, CA



Dixie Creek Dairy Digester
Hanford, CA



LAKESIDE BIOGAS CONDITIONING HUB

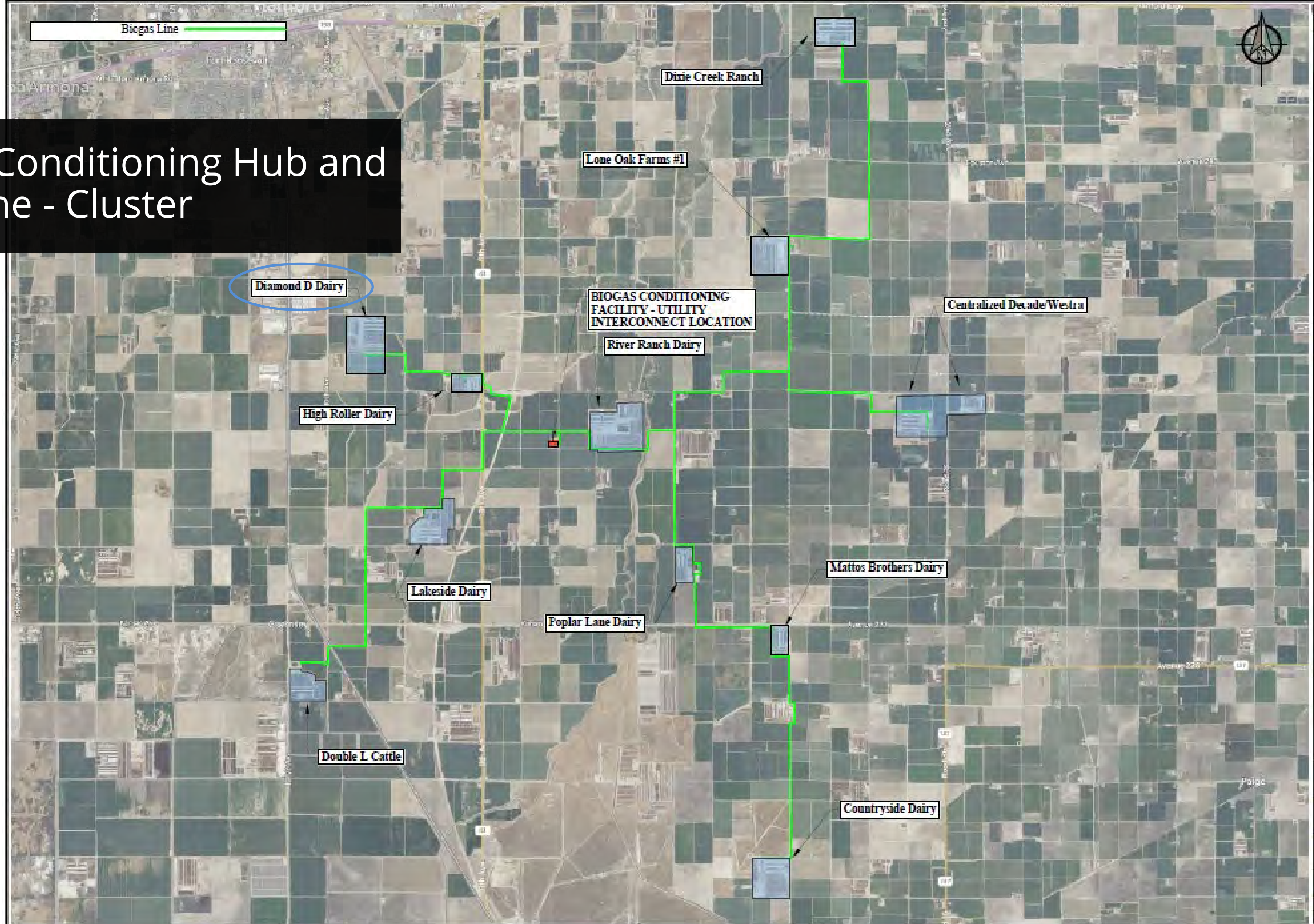


WHAT IS MAAS ENERGY WORKS PROPOSING TO BUILD?



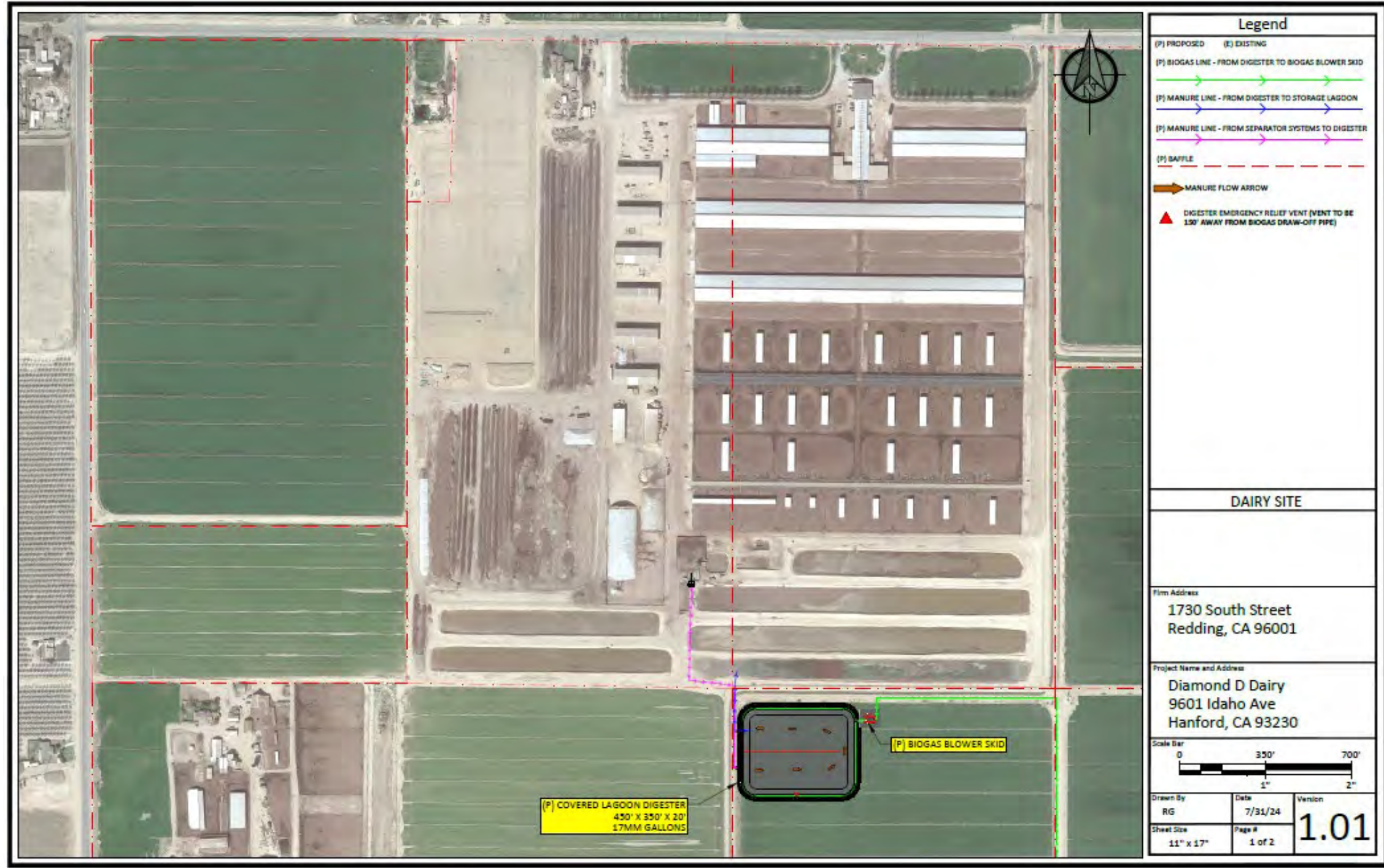
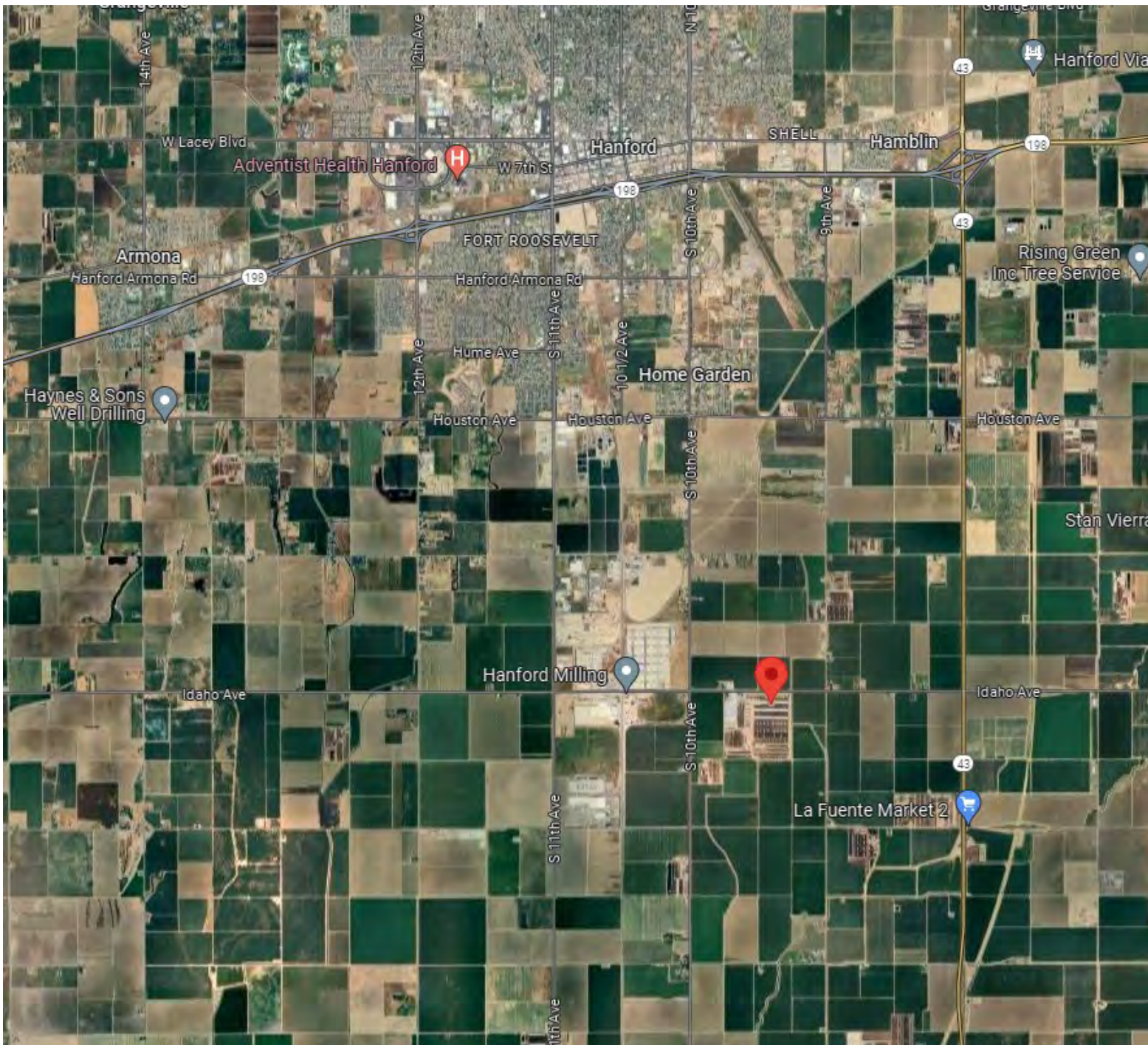
MAAS ENERGY WORKS

Lakeside Biogas Conditioning Hub and Pipeline - Cluster



DIAMOND D DAIRY DIGESTER PROJECT

HANFORD, CA



Dirt Ponds



Lined Ponds



After Covering the Lagoon



WHAT ARE THE POTENTIAL IMPACTS OF THE PROPOSED PROJECTS?



MAAS ENERGY WORKS

PROJECT ECONOMIC IMPACT

Costs: \$6-10 million each

- Excavation
- Earthwork
- Welding
- General construction
- Concrete
- Electrical
- Pipe fitting

All Project Contractors will have a minimum local hiring requirement.

POTENTIAL PROJECT IMPACTS

Economical

- Local job creation
- Local spending
- Expand tax base
- Support to agriculture

Environmental

- Greenhouse gas reductions
- Odor control
- Protect water quality
- Water savings
- Emissions reductions in converted fleets



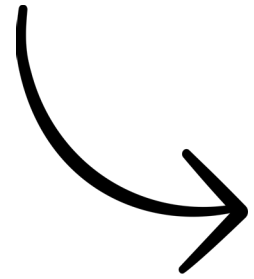
POTENTIAL PROJECT IMPACTS

Potential Negative Impacts

- Increased noise from construction
- Increased traffic during construction
- Slightly increased emissions outside local area from additional electrical usage
- Slight increase in traffic and emissions due to CNG hauling to injection point

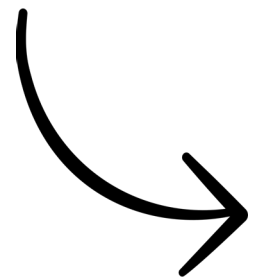


MAAS ENERGY WORKS COMMUNITY INVOLVEMENT



Tours

- Summer Camps
- Junior Colleges
- FFA Chapters
- Legislative Tour
- Etc.



College Intern Opportunities

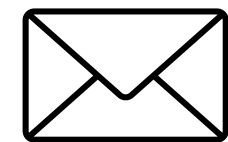
MITIGATION EFFORTS



- Kings County CEQA Review
- Updated liquid manure handling permits at each dairy

- Updated Nutrient Management plans and Waste Management Plans at each dairy
- Air Permit from San Joaquin Valley Air Pollution Control District for central hub

WE WOULD LOVE TO HEAR YOUR FEEDBACK



eileen@maasenergy.com



(559) 905-8663



maasenergy.com



THANK YOU



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 17, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: FISCAL YEAR 2024-25 KINGS COUNTY BUDGET RESOLUTION

SUMMARY:

Overview:

Staff presents the Final Budget for Fiscal Year 2024-25 for the Board's consideration as presented to the Board on August 26, 2024 during Final Budget Hearings. County Budget Hearings were held on August 26, 2024 and the Board directed staff to bring back a final budget resolution. The County must submit the Adopted Budget Resolution to the State Controller's Office by the deadline of October 2nd of the current fiscal year.

Recommendation:

Adopt the resolution approving the Final Fiscal Year 2024-25 Kings County Budget.

Fiscal Impact:

The spending plan for Kings County is \$515,974,945. The budget, as prepared under Board direction, is balanced.

BACKGROUND:

Budget Hearings were opened by the Board on August 26, 2024 for the Fiscal Year 2024-25 Final Budget. During those hearings, the Board gave a temporary due pass to all budget units and directed staff to bring back the final budget resolution. The attached resolution presents the budget as directed by the Board on August 26, 2024. The final budget book will be available online after the meeting through the Kings County website under the Administration section, and viewable by all members of the public and staff.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: ___ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF ADOPTING
THE BUDGET FOR KINGS COUNTY
FOR FISCAL YEAR 2024-2025 _____ /

RESOLUTION NO. _____

WHEREAS, prior to June 10, 2024, each budget unit filed an estimated budget with the County Administrative Officer (“CAO”) itemizing its anticipated revenues and the recommended expenditures in accordance with Government Code section 29040 (the “Budget Requests”); and

WHEREAS, The CAO reviewed the Budget Requests, caused the preparation of a tabulation, approved the budget with certain revisions, additions, or changes and submitted the recommended budget to the Board of Supervisors (the “Board”) before June 30, 2024, in accordance with Government Code sections 29061 and 29062; and

WHEREAS, the Board considered and adopted the recommended budget for fiscal year 2024-2025 on June 18, 2024, in compliance with Government Code section 29064(a); and

WHEREAS, on August 10, 2024, the Board issued a notice of a public hearing on the Final Budget for Fiscal Year 2024-2025, to be held on August 26, 2024. The Board convened and held said public hearing at the August 26, 2024, special meeting in accordance with Government Code section 29065.

NOW THEREFORE, IT IS HEREBY RESOLVED as follows:

1. In accordance with Government Code section 29089, the Board finds the budget is specified as follows:

COUNTY OF KINGS – Final Budget – 2024-2025

(A) APPROPRIATIONS BY FUND:

(1)	General	\$395,627,942
(2)	Library	\$10,796,921
(3)	Roads	\$32,804,333
(4)	Fire	\$19,083,755
(5)	Fish & Game	\$17,037
(6)	Tribal Gaming	\$900,000
(7)	KC Child Support	\$5,682,635
(8)	Job Training Office	\$3,945,379
(9)	First Five Kings County	\$2,863,763
(10)	Law Library	\$199,060
(11)	Accumulated Capital Outlay	\$41,146,069
(12)	Public Facilities – Public Protection	\$364,000
(13)	Public Facilities – Fire	\$120,000

(14)	Public Facilities – Library	\$175,000
(15)	Public Facilities – Sheriff Patrol & Inv	\$109,500
(16)	Public Facilities – Animal Services	\$240
(17)	Public Facilities – Administration	\$15,000
(18)	2014 AB900 Jail Bonds	\$484,500
(19)	2005 Jail Bond Refunding	\$1,077,211
(20)	HSA Modular Building Bond	\$562,600
	TOTAL GOVERNMENTAL FUNDS	\$515,974,945

(B) THE MEANS OF FINANCING THE BUDGET REQUIREMENTS:

(1)	Unencumbered Funds 6-30-24	\$61,338,860
(2)	Estimated Revenue	\$454,524,785
(3)	Provisions for Reserves (cancellation)	\$111,300
	TOTAL MEANS OF FINANCING	\$515,974,945

(C) APPROPRIATION FOR CONTINGENCIES BY FUND:

(1)	General	\$11,000,000
(2)	Library	\$8,053,088
(3)	Road	\$13,943,848
(4)	Fish & Game	\$17,037
(5)	Accumulated Capital Outlay	\$5,933,997
(6)	Law Library	\$100,506
(7)	First Five Kings County	\$1,349,646
(8)	Child Support	\$188,815
	TOTAL CONTINGENCIES	\$40,586,937

2. In accordance with Government Code section 29090, the Board adopts the Final Budget for Fiscal Year 2024-2025, and it is incorporated into this Resolution by this reference as though fully set forth.

The foregoing Resolution was adopted upon motion by _____, and seconded by _____, at the regular meeting held on September 17, 2024, by the following vote:

AYES:
NOES:
ABSENT:

Doug Verboon, Chairman of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors on September 17, 2024.

Catherine Venturella, Clerk of the Board