

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
Robert Thayer, District 5



Staff

Kyria Martinez, County Administrative Officer
Laurie Avedisian-Favini, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Agenda

Date: Tuesday, August 12, 2025
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 ❖ www.countyofkingsca.gov

The meeting can be attended on the Internet by clicking the Microsoft Teams hyper link below:

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<https://youtube.com/live/QXewvMZ25BI?feature=share>

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



II. UNSCHEDULED APPEARANCES

This is an opportunity for members of the public to address the Board on items of interest within the Board's jurisdiction and which are not already on the agenda. The Board will not answer questions impromptu, and concerns or complaints will be referred to appropriate staff. For items which are on the agenda, members of the public will be provided with an opportunity to address the Board as each item is brought up for discussion. Speakers should limit their comments to not more than two (2) minutes.

III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for August 5, 2025.
- B. Approval of the minutes from the regular meeting for August 5, 2025.

IV. CONSENT CALENDAR

All items listed under the consent calendar are considered routine and will be enacted by one motion. If a Board member has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the Consent Calendar items.

A. Behavioral Health Department:

- 1. Consider approving the participation Agreement with the California Mental Health Services Authority for the Central Valley Suicide Prevention Hotline Program retroactively effective from July 1, 2024, through March 15, 2025.

B. Community Development Agency:

- 1. a. Consider finding that the partial rescission of a Williamson Act Land Conservation Contract and simultaneously entering into a new Williamson Act Land Conservation contract is categorically exempt from environmental review pursuant to the California Environmental Quality Act Guidelines Section 15317, and none of the circumstances in Section 15300.2 apply;
- b. Adopt a Resolution to partially rescind Williamson Act Land Conservation Contract Number 1415 and simultaneously enter into a new Land Conservation Williamson Act Contract Number 2097.

C. County Counsel:

- 1. Consider approving the Conflict of Interest Code Amendment for the Dudley Ridge Water District.

D. Sheriff's Office

- 1. a. Consider authorizing the Sheriff's Office to purchase an Elliptical Cross-Trainer from Life Fitness;
- b. Authorize the Sheriff's Office to purchase a Club Series+ Treadmill from Life Fitness;
- c. Authorize the Sheriff's Office to purchase a Rogue Fitness FT-1 Functional Trainer;
- d. Authorize the Sheriff's Office to purchase a Rogue Fitness CC-1 Cable Crossover.

E. Administration:

- 1. Consider authorizing the Chairman to sign an updated letter of opposition against Assembly Bill 690 as amended May 23, 2025, as it relates to indigent defense compensation.
- 2. Consider adopting a Resolution approving the financing and the issuance of up to \$30,000,000 in exempt facility bonds for a qualified solid waste disposal facility by the California Public Finance Authority for AggrePlex of Modesto LLC.



V.

REGULAR CALENDAR

A. Fire Department – John Chamberlin/Matthew San Filippo

1. Consider approving the donation Agreement with College of the Sequoias for the donation of Engine 24 to the College of Sequoias Fire Academy.

B. Administration – Kyria Martinez/Alex C. Walker

1. Consider authorizing the Chairman to sign a letter of support in favor of H.R. 471 - Fix Our Forests Act related to forest management.
2. Consider approving the Agreement with the City of Avenal for fire services retroactively effective from July 1, 2024 through July 1, 2028.

VI. 10:00 AM PUBLIC HEARING

A. Human Resources – Carolyn Leist/ Adrian Rambonga

1. a. Receive a presentation in accordance with the requirements of Assembly Bill 2561 related to vacancies, recruitment, and retention efforts;
b. Conduct a Public Hearing to receive comments on a presentation in accordance with the requirements of Assembly Bill 2561 related to vacancies, recruitment, and retention efforts.

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

- ◆ Staff Updates and/or Reports
- ◆ Board Correspondence
- ◆ Upcoming Events
- ◆ Information on Future Agenda Items

VIII.

CLOSED SESSION

- ◆ **Government Code section 54956.9(d)(1)**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

**Name of Case: Alexandria Smith v. County of Kings, et al., Kings County Superior Court
Case No. 23C-0037**

- ◆ **Government Code section 54957.6**

CONFERENCE WITH LABOR NEGOTIATORS:

Agency designated representatives:

Kyria Martinez

Carolyn Leist

Che Johnson of Liebert Cassidy Whitmore

Employee Organizations:

- **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**



- ◆ **Government Code section 54957**
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: Sheriff
- ◆ **Government Code section 54956.9**
CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to paragraph (2) of subdivision (d) of section
54956.9 of the Government Code: Two Cases

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 19, 2025, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

August 19	9:00 AM	Regular Meeting
August 19	1:00 PM	Board of Equalization Meeting
August 25	9:00 AM	Special Meeting - FY 2025/2026 Final Budget Hearings
August 26	9:00 AM	Regular Meeting
September 2	---	Regular Meeting Canceled due to Labor Day Holiday on September 1, 2025
September 9	9:00 AM	Regular Meeting
September 16	--	Regular Meeting Canceled – Board Members participating in Rural County Representatives of California (RCRC)
September 23	9:00 AM	Regular Meeting
September 23	1:00 PM	Board of Equalization Special 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.

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

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Robert Thayer, District 5



Staff

Kyria Martinez, County Administrative Officer
Laurie Avedisian-Favini, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, August 5, 2025
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 – Pastor Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT



II.

UNSCHEDULED APPEARANCES

This is an opportunity for members of the public to address the Board on items of interest within the Board's jurisdiction, and which are not already on the agenda. The Board will not answer questions impromptu, and concerns or complaints will be referred to appropriate staff. For items which are on the agenda, members of the public will be provided with an opportunity to address the Board as each item is brought up for discussion. Speakers should limit their comments to not more than two (2) minutes.

Doug Verboon, Chairman thanked the Sheriff's Posse for their attendance today and invited Sheriff David Robinson to the podium to introduce the members of the Posse who were in attendance today to present a donation to the Kings County Sheriff's Office. Anthony Azevedo, Kings County Sheriff's Posse member provided the Board with background on their organization and on their current fundraising efforts.

Sheila Verdugo, City of Avenal, resident stated that she is here today to thank County Administrative Officer, Kyria Martinez and Board of Supervisors for their efforts and support regarding the Avenal Fire contract with Kings County as it appears an agreement has been made, and the residents of Avenal will rest safely.

Sarah Hacker, District Attorney, stated that she was here to provide the Board with an update regarding the accusations against the Vera Goat Farm in Kings County and stated an investigation was completed and the allegations were unfounded.

Richard Valle, Board of Supervisor, publicly thanked law enforcement for the attention they provided to the City of Corcoran regarding some issues that have been going on in the area, he appreciates all their efforts. He also thanked Councilman Verdugo for attending the meeting today and thanked him for his positive words toward the County and working towards a beneficial outcome for the residents of Avenal and thanked the John Chamberlin, Kings County Fire Chief for his efforts with this as well.

Ricardo Verdugo, Councilman for the City of Avenal thanked the Board for their unwavering efforts to protect the citizens of Avenal and their support with the Fire Services Agreement between the City of Avenal and Kings County.

III.

APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for July 29, 2025.

REPORT OUT: MARY LERNER, COUNTY COUNSEL STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION FROM THE JULY 29, 2025, MEETING.

B. Approval of the minutes from the regular meeting for July 29, 2025.

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



IV.

CONSENT CALENDAR

All items listed under the consent calendar are considered routine and will be enacted by one motion. If a Board member has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the Consent Calendar items.

A. Child Support Services:

1. a. Consider approving an Agreement between Kings County Child Support Services and the Kings County Sheriff's Office to share information from the California Law Enforcement Telecommunications System effective August 5, 2025, through August 4, 2035;
- b. Authorize the Director of Kings County Child Support Services and the Kings County Sheriff to sign the Release of Information Agreement. **[AGMT 25-134]**

B. Administration:

1. Consider appointing one new member to the Kings County Homelessness Collaborative.
2. Consider appointing one new member to the San Joaquin Valley Air Pollution Control District Citizens Advisory Committee.

Public: None

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

V.

REGULAR CALENDAR

A. Child Support Services – Marie Waite

1. Consider adopting a Resolution proclaiming August 2025 as Child Support Awareness Month in Kings County. **[RESO 25-048]**

Public: None

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

2. Consider authorizing Kings County Child Support Services to temporarily extend public service hours on Thursday, August 7, 2025, from 5:00 p.m. to 7:00 p.m.

Public: None

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

B. Community Development Agency – Chuck Kinney/Alex Hernandez

1. a. Consider adopting a Resolution to establish the General Plan Advisory Committee as part of the General Plan and Development Code update process;
- b. Approve the bylaws of the General Plan Advisory Committee. **[RESO 25-058]**

Public: None

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

2. Consider accepting the monthly report of the Planning Commission's actions from their August 4, 2025 meeting.

Public: None

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

C. Public Health Department – Rose Mary Rahn/Thomas Brand

1. Consider adopting a Resolution proclaiming the month of August 2025 as National Breastfeeding Month in Kings County. **[RESO 25-057]**

Public: None

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



D. Administration – Kyria Martinez/Matthew Boyett

1. Consider approving an Agreement with Tone Consulting Group for broadband consulting services retroactively effective from July 1, 2025, through June 30, 2027 contingent upon the County's receipt of the required Certificate of Insurance meeting the County's standard coverages. [AGMT 25-135]

Public: None

Julie Tone, Tone Consulting Group provided the Board with an update regarding the County's progress with its Broadband efforts and thanked the Board for their continued support.

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

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that he attended the Kings Waste & Recycling meeting and gave a shout out to the Kings County Employee Health Center, CareATC who are doing a great job with the Annual Wellness Blood draws. Supervisor Neves also stated it is back to school time so please watch out for students, staff and bus traffic around campuses.

Supervisor Thayer stated he also attended the Kings Waste & Recycling meeting, he gave a shout out to the Roads Department for Kings and Tulare Counties for handling some issues in their respected areas. He plugged the Soroptimist Annual Children's Shopping Spree event as this is a great program that our Sheriff's Office has participated in the past and they are looking for volunteers for this year's event. He stated that he participated in the Fellowship of Christian Athletes Golf event, and he also attended the 80th birthday of former Sheriff's Office employee Jim Hill which was well attended.

Supervisor Valle stated he attended the funeral service for former Avenal Mayor Harlan Casida, and stated that he will truly be missed. He met with Mario Santoyo, San Joaquin Valley Infrastructure Authority to discuss plans for the Corcoran area. He also thanked Ricardo Verdugo, Avenal City Council member, for his tireless efforts regarding the Avenal Fire Services Contract and working for the citizens of Avenal.

Supervisor Robinson stated that he answered questions from his constituents and met with the Kings County Grand Jury members.

- ◆ **Staff Updates and/or Reports: Michael Powers, Assistant CAO, introduced Michelle Speer, the County's newest Assistant CAO. Michelle thanked the Board for the opportunity and stated it has been great working with everyone thus far.**
Rose Mary Rahn, Director of Public Health, stated that she is here today to introduce Nicholas Montoya, as the new Deputy Director for Public Health. Mr. Montoya thanked his department for the opportunity and ensured he would do his best for the citizens of Kings County.
- ◆ **Board Correspondence: Michael Powers stated the Board received the Kings County Monthly Fund Balance and the Treasurer's Report of Cash and Investments, both for June 2025 from the Kings County Director of Finance and on July 14, 2025, the Board received correspondence from the Board of State and Community Corrections regarding the 2025-2026 Unannounced Inspection of Kings County Probation Detentions Facilities.**



- ◆ Upcoming Events: **Michael Powers** stated that **Kings County Child Support Services** will host its **2nd Annual Kids Day Event** this **Thursday, August 7, 2025**, from **4:00 p.m. – 7:00 p.m.** at its offices in the **FAST Plaza Building** in **Hanford**. **Kings County Behavioral Health** will host its **Survivors of Suicide Loss Support Group** on **Wednesday, August 6, 2025**, from **5:30 p.m. – 7:30 p.m.** and they will host their **Mental Health Family Support Group** tonight, **Tuesday, August 5, 2025** from **5:30 p.m. – 7:30 p.m.** here on our **Government Center Campus**.

VII.

CLOSED SESSION

- ◆ **Government Code section 54956.9**
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to paragraph (2) of subdivision (d) of section 54956.9 of the Government Code: One Case
- ◆ **Government Code section 54956.9(d)(1)**
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Name of Case: Alexandria Smith v. County of Kings, et al., Kings County Superior Court Case No. 23C-0037

Public: None

Mary Lerner County Counsel stated per **CAO Martinez**, closed session item **Government Code Section 54956.9(d)(1)** was pulled. She reported that the Board took no reportable action in closed session today.

VIII.

ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 12, 2025, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

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August 19	9:00 AM	Regular Meeting
August 19	1:00 PM	Board of Equalization Meeting
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September 2	---	Regular Meeting Canceled due to Labor Day Holiday on September 1, 2025

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 12, 2025

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

SUBJECT: PARTICIPATION AGREEMENT WITH CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR THE CENTRAL VALLEY SUICIDE PREVENTION HOTLINE PROGRAM

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the retroactive participation agreement with the California Mental Health Services Authority (CalMHSA) for administering and overseeing the Central Valley Suicide Prevention Hotline Program (CVSPH).

Recommendation:

Approve the participation agreement with the California Mental Health Services Authority for the Central Valley Suicide Prevention Hotline Program retroactively effective from July 1, 2024, through March 15, 2025.

Fiscal Impact:

There is no impact on the County General Fund. This agreement has a maximum funding amount not to exceed \$58,211 for the duration of this agreement and has been included in the FY 2025-26 Recommended Budget in Budget Unit 422200-Mental Health Services Act to cover retroactive expenses.

BACKGROUND:

CalMHSA was established in 2009 as a Joint Powers Authority (JPA) for the purpose of providing a creative approach to the provision of public services by bringing together multiple county behavioral health departments to jointly exercise common requirements therein, creating a means to provide services in a more efficient and cost-effective manner. KCBH has been collaborating with CalMHSA since 2013 through various participation

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PARTICIPATION AGREEMENT WITH CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR THE CENTRAL VALLEY SUICIDE PREVENTION HOTLINE PROGRAM

August 12, 2025

Page 2 of 2

agreements to coordinate mental health services. CalMHSA's mission statement is to provide member counties with a flexible, efficient, and effective administrative and fiscal structure. The focus of the JPA is on collaborative partnerships, pooling resources to develop and implement common strategies and programs, ensuring fiscal integrity and risk management, and maintaining accountability at state, regional, and local levels.

CalMHSA manages the CVSPH program for Kings County. Each participating County signs an agreement with CalMHSA and contributes a portion of the program costs based on County population. CalMHSA contracts out hotline operations, currently to Kings View Behavioral Health Systems. KCBH initially received the draft agreement for the renewal of the CVSPH on September 24, 2024. After carefully reviewing and processing the draft, it was prepared for Board approval. However, KCBH was later asked to withdraw the draft because CalMHSA needed to revise the budget and update the scope of work due to the implementation of the 988 Suicide and Crisis Lifeline Network, which had a similar scope of services to the CVSPH program. The introduction of the 988 Lifeline required integration and reassessment of the existing CVSPH program, which had been established prior to the local launch of 988.

The revised CVSPH agreement was received by KCBH from CalMHSA on April 24, 2025. This updated agreement is retroactive, reflecting extended negotiations and operational changes in the CVSPH program, which CalMHSA negotiated, along with adjustments in county participation. During this process, CalMHSA collected confirmation from each participating county regarding their decision to continue in the program. Since these negotiations did not occur before the renewal, KCBH chose to proceed to ensure a smooth transition for local clients who used the CVSPH line. Once counties indicated whether they would stay or exit, CalMHSA worked with Kings View to finalize the terms and scope of services. As of March 15, 2025, CVSPH services officially transitioned to become part of the 988 Suicide and Crisis Lifeline services. The retroactive agreement marks the final closure of CVSPH services for Kings County, allowing the county to conclude its participation in this long-standing program. However, these services are still available and operate under the 988 Suicide and Crisis Lifeline network.

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

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
CENTRAL VALLEY SUICIDE PREVENTION HOTLINE (CVSPH) PROGRAM

COVER SHEET

Kings County ("Participant") desires to participate in the Central Valley Suicide Prevention Hotline (CVSPH) Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective on July 1, 2024, through March 15, 2025 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description
Exhibit B	General Terms and Conditions
Exhibit C	Kings View Scope of Work

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

The Central Valley Suicide Prevention Hotline (CVSPH) will be administered through CalMHSA on behalf of counties that are participating in and funding the Program. It will serve as the primary suicide prevention hotline for these counties.

2. **Funding:** The Program requires the following funding and payments:

The maximum funding amount required of Participant for this Agreement is not to exceed \$58,221.04. This total maximum funding amount is comprised of \$51,983.07 for Program funding and \$6,237.97 for CalMHSA's Program Management Fee.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): Doug Verboon

Title: Board of Supervisors/CAO Date: _____

Signed: Jennifer Thompson Name (Printed): Jennifer Thompson

Title: Deputy County Counsel

Date: July 22, 2025

Signed: 

Name (Printed): Sarah Poots

Title: RISK Manager

Date: 07/22/2025

EXHIBIT A – Detailed Program Description

Detailed Program Description:

As funding allows, CVSPH will continue to operate a 24/7 suicide prevention hotline accredited by the American Association of Suicidology and will continue to answer calls through its participation in the National Suicide Prevention Lifeline. CVSPH will also maintain its hotline website and will provide outreach and technical assistance to counties that are participating and funding the Program. Based on county interest, additional activities may be added to this Program. Payment includes Participant in the statewide Common Metrics Program and expanding the hotline’s ability to answer calls in other languages.

EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement;
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
 - 6. Execute a contract with Kings View to operate the Program on behalf of counties to ensure that the program is being implemented to their satisfaction.
- B. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
 - 4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.

5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.
- C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated on the Cover Sheet of this Agreement.

VI. Indemnification.

- A. **Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

- B. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

EXHIBIT C – Kings View Scope of Work

On behalf of the county, CalMHSA will enter into a contract with Kings View to support the implementation of the Central Valley Suicide Prevention Hotline. As part of this contract, Kings View’s Scope of Work will include:

- Operate the Central Valley Suicide Prevention Hotline 24-hours per day, 7-days per week. Services provided will be in line with best practices for suicide crisis response.
- Maintain American Association of Suicidology accreditation.
- Provide outreach and education to communities (as requested and/or as funds are available).
- Participate in the Common Metrics data reporting program administered through Didi Hirsch Suicide Prevention Center (dependent on program requirements and availability)
- Collaborate with participating county and CalMHSA to determine future direction and activities for the Central Valley Suicide Prevention Hotline.
- Share data with participating county and CalMHSA, including call volume, on a quarterly and annual basis.
- Leverage and utilize materials from the Statewide Prevention and Early Intervention Programs administered through CalMHSA, particularly social marketing materials.
- Meet with CalMHSA Grant Manager on a regular basis to provide updates on program challenges and milestones.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 12, 2025

SUBMITTED BY: Community Development Agency – Chuck Kinney/Noelle Tomlinson
SUBJECT: PARTIAL RESCISSION OF AND RE-ENTERING INTO A WILLIAMSON ACT CONTRACT IN RELATION TO IN LIEU PARCEL MAP NUMBER 22-07

SUMMARY:

Overview:

The Kings County Community Development Agency received an application for an In Lieu Parcel Map that will adjust the boundaries between two existing parcels and then divide the largest resulting parcel into three parcels and a designated remainder. One existing parcel is currently under a Williamson Act Land Conservation contract while the other existing parcel is not, prompting a partial rescission of the existing Williamson Act contract and simultaneously entering into a new Williamson Act contract to reflect the adjusted boundaries. The Williamson Act contract modification was previously approved by the Board on July 11, 2023; however, the contract now requires revisions and Board approval.

Recommendation:

- a. Find that the partial rescission of a Williamson Act Land Conservation Contract and simultaneously entering into a new Williamson Act Land Conservation contract is categorically exempt from environmental review pursuant to the California Environmental Quality Act Guidelines Section 15317, and none of the circumstances in Section 15300.2 apply;
- b. Adopt a resolution to partially rescind Williamson Act Land Conservation Contract Number 1415 and simultaneously enter into a new Land Conservation Williamson Act Contract Number 2097.

Fiscal Impact:

No impact to the General Fund is anticipated. The existing contract to be partially rescinded consists of 383.90 acres and the new contract to be entered into consists of 384.08 acres, an increase of 0.18 acres.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PARTIAL RESCISSION OF AND RE-ENTERING INTO A WILLIAMSON ACT CONTRACT IN RELATION TO IN LIEU PARCEL MAP NUMBER 22-07

August 12, 2025

Page 2 of 3

The agricultural acreage and production will remain the same, so there is no significant change under the revised contract.

BACKGROUND:

The Community Development Agency received an application for In Lieu Parcel Map No. 22-07 (Ward/Caetano) to adjust boundary lines between two existing parcels and divide the largest resulting parcel into three parcels and a designated remainder, both actions will be accomplished by recording a parcel map. The proposed project is located at 760 4th Avenue, Kingsburg, Assessor's Parcel Numbers (APNs) 002-030-006, -007, -012, -014, -033 and 002-080-033. The boundary adjustment is between one parcel under Land Conservation Williamson Act Contract No. 1415 (APNs 002-030-006, -007, -012, -014, and 002-080-033) and one parcel that is not under contract (APN 002-030-033). The adjustment of boundaries between contracted land and non-contracted land requires a revision of the Williamson Act contract. Division One of the Kings County Advisory Agency approved In Lieu Parcel Map No. 22-07 (Ward/Caetano) on October 24, 2022 with a condition of approval to modify Williamson Act Contract No. 1415 by partially rescinding Contract No. 1415 and simultaneously entering into a new Williamson Act Contract with Kings County Board of Supervisors approval. The land under contract will remain in agricultural use.

The Board previously approved this action on July 11, 2023, after conducting a public hearing for the making of this new contract. Since that approval, there have been changes to the way the Parcel Map and corresponding documents will record. Additional ownership is required to be added to the originally approved contract and the years in the effective date will be changed from 2023 to 2025. These revisions require Board approval. However, an additional public hearing is not necessary since a public hearing was conducted on July 11, 2023, for the making of this new contract, and no testimony was received.

The Williamson Contract No. 2097 that was approved by the Board on July 11, 2023, is attached with the proposed changes shown in red text. Also attached are the Parcel Map for IPM 22-07 and the revised contract with owner signatures.

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

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

1. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
2. There is no net decrease in the amount of acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

Agenda Item

PARTIAL RESCISSION OF AND RE-ENTERING INTO A WILLIAMSON ACT CONTRACT IN RELATION TO IN LIEU PARCEL MAP NUMBER 22-07

August 12, 2025

Page 3 of 3

4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.
5. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
6. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
7. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

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

The attached Resolution would partially rescind Williamson Act Land Conservation Contract No. 1415 and simultaneously enter into new Williamson Act Land Conservation Contract No. 2097.

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

1. All land to be included within the new Williamson Act Land Conservation contract is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses.
2. The rescission and creation of a Williamson Act Land Conservation contract is categorically exempt from environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15317), and none of the findings stated in CEQA Guidelines Section 15300.2 can be made.
3. The adjustment of Agricultural Preserve 557 is consistent with LU Policy B1.1.2 of the Land Use Element of the 2035 Kings County General Plan.
4. The subject property is not within the sphere of influence of any city.
5. Williamson Act Land Conservation Contract No. 2097 is designated as Prime Farmland and Farmland of Statewide Importance on the State's Important Farmland Map of 2022.

The Resolution and the revised Williamson Act Land Conservation Contract No. 2097 have 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 August 12, 2025

SUBMITTED BY: County Counsel – Mary Lerner/Cindy Crose Kliever
SUBJECT: CONFLICT OF INTEREST CODE AMENDMENT FOR THE DUDLEY RIDGE WATER DISTRICT

SUMMARY:

Overview:

The Dudley Ridge Water District (“District”) amended its existing Conflict of Interest Code and requests the approval of the Board of Supervisors (“Board”), as its code reviewing body, to become effective.

Recommendation:

Approve the Conflict of Interest Code Amendment for the Dudley Ridge Water District.

Fiscal Impact:

None.

BACKGROUND:

The Political Reform Act (Government Code sections 81000 et seq.) (“Act”) requires each state and local government agency to adopt and promulgate a Conflict of Interest Code. Under the Act, a public official has a disqualifying conflict of interest in a governmental decision if it is foreseeable that the decision will have a financial impact on his or her personal finances or other financial interests. In such cases, there is a risk of biased decision-making that could sacrifice the public’s interest in favor of the official’s private financial interests. To avoid actual bias or the appearance of possible improprieties, the public official is prohibited from participating in the decision. The Conflict of Interest Code sets forth the officials and employees that must file annual financial disclosures and the categories of disclosures based on the level of responsibility of the officials and employees.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONFLICT OF INTEREST CODE AMENDMENT FOR DUDLEY RIDGE WATER DISTRICT

August 12, 2025

Page 2 of 2

Pursuant to Government Code § 87303, a Conflict of Interest code must be approved by the appropriate code reviewing body before it can become effective. As the District is a local government agency with jurisdiction wholly within Kings County, the Board is the District's code reviewing body. (See Government Code § 82011(b).) As such, the Board must approve the District's conflict of interest code before it can become effective. Toward that end, the District has submitted its proposed conflict of interest code for the Board's review and approval.

Appendix A

DESIGNATED POSITIONS

<u>POSITION</u>	<u>DISCLOSURE CATEGORY</u>
Board Members	1, 2, 3
General Counsel ⁺	1, 2, 3
Consultants/New Positions	*

⁺Positions currently filled out by outside consultants who serve in a staff capacity.

*Consultants/New Positions shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Executive Director/General Manager may determine in writing that a particular consultant or a new position, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director/General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008; 2 CCR 18734, subd, (a).)

The following positions are not covered by the code because the positions manage public investments. Individuals holding such positions must file under Government Code Section 87200 and are listed for informational purposes only. Section 87200 requires disclosure of all investments and business positions in business entities, all income, including gifts, loans and travel payments, and real property.

Director of Accounting

Executive Director/General Manager



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 12, 2025

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: ASSEMBLY BILL 178 – OFFICER WELLNESS GRANT PURCHASES

SUMMARY:

Overview:

The Kings County Sheriff's Office is asking for approval to purchase equipment using funds from the Assembly Bill (AB) 178 Officer Wellness Grant.

Recommendation:

- a. Authorize the Sheriff's Office to purchase an Elliptical Cross-Trainer from Life Fitness;
- b. Authorize the Sheriff's Office to purchase a Club Series+ Treadmill from Life Fitness;
- c. Authorize the Sheriff's Office to purchase a Rogue Fitness FT-1 Functional Trainer;
- d. Authorize the Sheriff's Office to purchase a Rogue Fitness CC-1 Cable Crossover.

Fiscal Impact:

There will be no impact to the General Fund. The Kings County Sheriff's Office was awarded \$136,204 through AB 178 – Officer Wellness Grant program. The estimated cost of all requested equipment to be purchased is not to exceed \$136,204. All purchases will be made from the Fiscal Year (FY) 2025-26 Sheriff's Office Operations budget and will be reimbursed by the Officer Wellness Grant Fund 100837 in the County Treasury. Any funds that have not been spent from this fund as of December 1, 2025, will be returned to the State. Sufficient revenue and expenses were not included in the FY 2025-26 Recommended Budget, so this will be a change accounted for in the FY 2025-26 Final Budget in Budget Unit 222000.

BACKGROUND:

The Officer Wellness and Mental Health (Officer Wellness) Grant Program, established in the 2022 State Budget Act (AB 178, Chapter 45, Statutes of 2022), provided \$50 million for city and county law enforcement

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ASSEMBLY BILL 178 – OFFICER WELLNESS GRANT PURCHASES

August 12, 2025

Page 2 of 2

agencies for the purpose of improving officer wellness and expanding mental health sources. The funding can be used for any of the following purposes: establishing or expanding officer wellness units; establishing or expanding peer support units; services provided by a licensed mental health professional that work with law enforcement; expanding multiagency mutual aid programs focused on officer wellness and mental health; and, other programs and services that are evidence-based or have a successful track record of enhancing officer wellness.

The allocation of funds for each eligible agency was determined based on the number of peace officers described in Penal Code section 830.1 that are employed. A check was sent for the full award amount to the eligible law enforcement agencies. The Kings County Sheriff's Office was awarded \$136,204 and a check was received for this full amount and deposited into Fund 100837 – KCSO Officer Wellness Grant Fund.

In order to participate in the program, participating agencies must submit a final impact and expenditure report to the Board of State and Community Corrections (BSCC). There is no formal grant agreement for this program. All funds must be expended prior to December 1, 2025. Any unspent funds as of this date will need to be returned to the State.

The Sheriff's Office currently has a small gym on-site at headquarters. The plan is to utilize the Officer Wellness grant funds to purchase additional equipment that will be used to expand the existing on-site gym. A large proportion of law enforcement injuries and deaths stem from poor physical health. Physical wellness programs can help keep deputies healthy and safe, as well as simply feeling well and strong, which can have positive effects on their mental and emotional well-being.

Deputies are subject to a wide array of physical health risks, including sleep disorders and associated fatigue, poor nutrition, obesity, heart disease, and poor physical fitness. For instance, a recent study completed by the United States Department of Justice – Community Oriented Policing Services Office, found that law enforcement officers report sleep disorders at nearly twice the rate of the public, which may be caused in part by shift-work scheduling practices. Sleep disorders are associated with higher rates of other physical and mental health issues, such as diabetes, cardiovascular disease, and depression. Sleep disorders, which are both a cause and effect of poor mental health in law enforcement officers, have also been linked to decreased performance. Expanding the current gym will increase the number of deputies that can access and use the fitness equipment simultaneously.

There are four pieces of equipment that are considered capital assets, and all remaining items are accessories or smaller equipment items that do not require the Board of Supervisors approval for purchase. Equipment was selected that matched existing equipment in the Sheriff's Office existing gym. Sheriff's Office Command staff did research and obtained quotes from multiple vendors then selected the least expensive options for the equipment that would match the current equipment in the on-site gym. Many of the items were not currently in-stock at various vendors or they would not arrive in time to meet the grant deadlines.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 12, 2025

SUBMITTED BY: Administration – Kyria Martinez/Gisselle Coyt
SUBJECT: ASSEMBLY BILL 690 OPPOSITION LETTER
SUMMARY:

Overview:

Pursuant to the Trail Court Funding Act, indigent defense services were designated as a county function in the state of California. Of the 58 counties in California, 34 maintain public defender’s offices. Kings County is one of the 24 counties that use a contract model to fulfill the requirement. Two counties, Sutter and San Mateo, utilize a “Managed Assigned Counsel” model. Assembly Bill (AB) 690, as amended May 23, 2025, would significantly impact how California’s 24 counties who do not have a public defender’s office provide compensation for indigent defense services.

Recommendation:

Authorize the Chairman to sign an updated letter of opposition against Assembly Bill 690 as amended May 23, 2025, as it relates to indigent defense compensation.

Fiscal Impact:

There are sufficient budgeted funds to distribute this document. However, if AB 690 were to pass, it is expected to significantly impact the County General Fund, Budget Unit 302500 – Defense of the Accused, through increased expenditures. Furthermore, implementation costs would impact the County General Fund, likely without reimbursement from the state.

BACKGROUND:

Kings County contracts with a panel of independent attorneys to provide indigent defense services, utilizing flat-fee contracts across specific categories, including: Misdemeanor, Juvenile Dependency/Delinquency/Lanterman-Petris-Short Act (LPS) Conservatorship, Felony, Prison, Post-Conviction and Conflict Defender assignments. Compensation for these contracts are structured based on the complexity and nature of each contract type allowing

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ASSEMBLY BILL 690 OPPOSITION LETTER

August 12, 2025

Page 2 of 2

the County to maintain predictable costs and fiscal control. When a conflict arises that prevents a contract attorney from handling a case, another panel attorney is brought in to ensure adequate representation. This model has enabled Kings County to deliver consistent, constitutionally required defense services while preserving flexibility to meet local needs. Community Assistance, Recovery, and Empowerment (CARE) Act proceedings are a civil matter, with Kings County working with its existing contracted indigent defense attorneys to serve CARE clients.

AB 690, as amended May 23, 2025, would require that, beginning January 1, 2027, all new or renewed contracts for indigent defense services adhere to standards set by the Office of the State Public Defender (OSPD), including prohibition of flat-fee or per-case compensation arrangements, mandates hourly billing or equivalent structure, inclusion of detailed provisions consistent with OSPD standards, and the submission of contract to the OSPD every two years, overall reducing the ability of counties to manage costs and resources in a responsible way.

While amendments to the bill attempted to address certain concerns, the prohibition on how a county contracts for those services is not accompanied by funding in the budget to offset county costs, increasing the financial strain on counties by introducing new mandates without providing the necessary funding or reimbursement mechanisms.

Kings County remains concerned that AB 690 undermines local control and imposes administrative and financial burdens on counties already managing expanded responsibilities due to previous state realignments. Contracting with legal firms at negotiated rates, tailored to the complexity of legal services required, has long been a vital tool for maintaining fiscal responsibility and service continuity. The elimination of flat-fee agreements and mandated compliance with a centralized standard could jeopardize cost controls, introduce inefficiencies, and limit flexibility in serving local needs.

This updated letter of opposition reaffirms the County's position, previously taken to the Board on April 22, 2025, and outlines specific concerns raised by the most recent version of AB 690. The County's state legislative advocates, Shaw Yoder Antwih Schmelzer and Lange, continue supporting the County's advocacy efforts on this issue.



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

ROBERT THAYER – 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

Web Site: <https://www.countyofkingsca.gov/>

August 12, 2025

The Honorable Nick Schultz
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0044

RE: AB 690 (Schultz) Criminal procedure: indigent defense compensation – OPPOSE

Dear Assemblymember Schultz,

On behalf of the Kings County Board of Supervisors, I write in respectful opposition to your bill AB 690 as amended May 23, 2025, relating to indigent defense compensation. Kings County views AB 690 as imposing undue burdens on local governments, creating implementation and cost burdens on county governments that do not come with state funding appropriations. Furthermore, AB 690 limits local control and reduces flexibility in serving county residents.

We previously submitted a letter of opposition on April 22, 2025, and while the efforts to refine the bill through subsequent amendments are appreciated, our concerns remain. The May 23 amendment includes specification that local agreements comply with the Office of the State Public Defender's California Standards and removes prior language regarding reimbursement for certain costs mandated by the state. As a result, there will be no provisions to establish procedures for making such reimbursement, further increasing the unfunded mandate on the counties.

In the last two decades, California Counties have absorbed many responsibilities previously managed by the State. A series of realignments and massive pivots on public safety policy have created an enormous new set of responsibilities and financial commitments across the service spectrum – from juvenile justice to health care. Counties are doing more, and as much as they can with the resources they have.

Counties have long relied on contracting with legal firms at pre-negotiated rates to manage costs associated with indigent defense. AB 690, however, removes this flexibility by requiring hourly billing without providing adequate funding to cover the resulting costs. This shift places a significant financial strain on local governments, undermining their ability to effectively manage resources and budget for legal services.

The concern from Kings County is that AB 690 introduces provisions that may cause detrimental financial and administrative consequences. The requirement for standardized contract elements, overseen by the Office of State Public Defender, may lead to increased complexity and inefficiency, given California's diverse counties. The prohibition of flat-fee compensation could raise costs, create budgeting challenges, and increase the potential for abuse of the hourly billing system.

For these reasons, Kings County respectfully continues to oppose AB 690.

Sincerely,

Doug Verboon, Chairman
Kings County Board of Supervisors

CC: County of Kings State Legislative Delegation Members



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AB-690 Criminal procedure: indigent defense compensation. (2025-2026)

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Date Published: 05/24/2025 04:00 AM

AMENDED IN ASSEMBLY MAY 23, 2025

AMENDED IN ASSEMBLY MARCH 27, 2025

AMENDED IN ASSEMBLY MARCH 18, 2025

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

ASSEMBLY BILL

NO. 690

Introduced by Assembly Member Schultz

February 14, 2025

An act to amend Section 987.2 of, and to add Section 987.7 to, the Penal Code, relating to criminal procedure.

LEGISLATIVE COUNSEL'S DIGEST

AB 690, as amended, Schultz. Criminal procedure: indigent defense compensation.

Existing law grants a defendant the right to counsel in a noncapital case, and requires a defendant to be represented by counsel in a capital case. Existing law requires specified assigned counsel to receive a reasonable sum for compensation and for necessary expenses, as determined by the court, to be paid out of the general fund of the county.

This bill would, commencing with contracts for indigent defense services entered into after January 1, 2027, revise the process and require a county or court, when contracting for *the provision or administration of* indigent defense services, to include certain elements in the contract or other agreement for indigent services, including requirements for compliance with the Office of the State Public Defender's ~~standards for contract systems. California Standards for Contract and Panel Defense Systems. The bill would specify that, in the absence of a contract for indigent defense services, an agreement for the services shall meet the Office of the State Public Defender's California Standards for Contract and Panel Defense Systems, as specified.~~ The bill would prohibit a county or court from entering into flat fee contracts, as defined, or per case compensation contracts. The bill would require the structure of the contract for indigent defense services to ensure that attorneys have the resources and time necessary to provide competent legal representation. The bill would require counties *that contract with a private entity or law firm to manage and provide indigent defense services* to provide all *those* contracts to the Office of the State Public Defender every 2 years. The bill would require counties to ensure that all contracts provide for an hourly rate or the hourly rate equivalent anticipated under the contract, as specified. ~~By increasing duties on local officials, the bill would impose a state-mandated local program.~~

The bill would make related findings and declarations.

~~The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.~~

~~This bill would provide that, if the Commission on State Mandates determines that the bill contains costs~~

~~mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.~~

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: ~~yes~~no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) The Legislature finds and declares that the constitutional guarantee of free and effective assistance of counsel to indigent people facing criminal charges is threatened where counties and attorneys enter into flat fee agreements. Experts and policymakers around the country have condemned flat fee contracts for legal services because they undermine effective representation for the client by creating a financial conflict of interest for attorneys when the more the attorney works, the lower their hourly rate. These types of arrangements have been outlawed in several ~~states,~~ *states* including Idaho, Michigan, Nevada, South Dakota, and Washington. Indigent defense counsel in California already labor under high caseloads, sometimes as high as 1,000 cases or more each year, exacerbating the financial conflict of interest.

(b) It is the intent of the Legislature to ensure that all Californians have access to effective assistance of counsel, regardless of wealth or income, geographic location, or type of indigent defense system. It is further the intent of the Legislature to provide a mechanism for counties to structure their indigent defense systems in a manner that encourages vigorous representation, pays attorneys a fair wage for work completed, and requires that if contracts are used, they have the structure and support to ensure the promise of constitutionally effective representation.

SEC. 2. Section 987.2 of the Penal Code is amended to read:

987.2. (a) In any case in which a person, including a person who is a minor, desires but is unable to employ counsel, and in which counsel is assigned in the superior court to represent the person in a criminal trial, proceeding, or appeal, the following assigned counsel shall receive a reasonable sum for compensation and for necessary expenses, the amount of which shall be determined by the court, to be paid out of the general fund of the county:

(1) In a county or city and county in which there is no public defender.

(2) In a county of the first, second, or third class where there is no contract for criminal defense services between the county and one or more responsible attorneys.

(3) In a case in which the court finds that, because of a conflict of interest or other reasons, the public defender has properly refused.

(4) In a county of the first, second, or third class where attorneys contracted by the county are unable to represent the person accused.

(b) The sum provided for in subdivision (a) may be determined by contract between the court and one or more responsible attorneys after consultation with the board of supervisors, which shall be within the amount of funds allocated by the board of supervisors for the cost of assigned counsel in those cases. A contract entered into pursuant to these provisions shall meet the requirements of Section 987.7. In the absence of a contract, any other agreement pursuant to these provisions shall meet the requirements of Section 987.7.

(c) In counties that utilize an assigned private counsel system as either the primary method of public defense or as the method of appointing counsel in cases where the public defender is unavailable, the county, the courts, or the local county bar association working with the courts are encouraged to do all of the following:

(1) Establish panels that shall be open to members of the State Bar of California.

(2) Categorize attorneys for panel placement on the basis of experience.

(3) Refer cases to panel members on a rotational basis within the level of experience of each panel, except that a judge may exclude an individual attorney from appointment to an individual case for good cause.

(4) Seek to educate those panel members through an approved training program.

(d) In a county of the first, second, or third class, the court shall first utilize the services of the public defender to provide criminal defense services for indigent defendants. In the event that the public defender is unavailable and the county and the courts have contracted with one or more responsible attorneys or with a panel of attorneys to provide criminal defense services for indigent defendants, the court shall utilize the services of the county-contracted attorneys prior to assigning any other private counsel. Nothing in this subdivision shall be construed to require the appointment of counsel in any case in which the counsel has a conflict of interest. In the interest of justice, a court may depart from that portion of the procedure requiring appointment of a county-contracted attorney after making a finding of good cause and stating the reasons therefor on the record.

(e) In a county of the first, second, or third class, the court shall first utilize the services of the public defender to provide criminal defense services for indigent defendants. In the event that the public defender is unavailable and the county has created a second public defender and contracted with one or more responsible attorneys or

with a panel of attorneys to provide criminal defense services for indigent defendants, and if the quality of representation provided by the second public defender is comparable to the quality of representation provided by the public defender, the court shall next utilize the services of the second public defender and then the services of the county-contracted attorneys prior to assigning any other private counsel. Nothing in this subdivision shall be construed to require the appointment of counsel in any case in which the counsel has a conflict of interest. In the interest of justice, a court may depart from that portion of the procedure requiring appointment of the second public defender or a county-contracted attorney after making a finding of good cause and stating the reasons therefor on the record.

(f) In any case in which counsel is assigned as provided in subdivision (a), that counsel appointed by the court and any court-appointed licensed private investigator shall have the same rights and privileges to information as the public defender and the public defender investigator. It is the intent of the Legislature in enacting this subdivision to equalize any disparity that exists between the ability of private, court-appointed counsel and investigators, and public defenders and public defender investigators, to represent their clients. This subdivision is not intended to grant to private investigators access to any confidential Department of Motor Vehicles' information not otherwise available to them. This subdivision is not intended to extend to private investigators the right to issue subpoenas.

(g) Notwithstanding any other provision of this section, where an indigent defendant is first charged in one county and establishes an attorney-client relationship with the public defender, defense services contract attorney, or private attorney, and where the defendant is then charged with an offense in a second or subsequent county, the court in the second or subsequent county may appoint the same counsel as was appointed in the first county to represent the defendant when all of the following conditions are met:

- (1) The offense charged in the second or subsequent county would be joinable for trial with the offense charged in the first if it took place in the same county, or involves evidence which would be cross-admissible.
- (2) The court finds that the interests of justice and economy will be best served by unitary representation.
- (3) Counsel appointed in the first county consents to the appointment.

(h) The county may recover costs of public defender services under Chapter 6 (commencing with Section 4750) of Title 5 of Part 3 for any case subject to Section 4750.

(i) Counsel shall be appointed to represent, in a misdemeanor case, a person who desires but is unable to employ counsel, when it appears that the appointment is necessary to provide an adequate and effective defense

for the defendant. Appointment of counsel in an infraction case is governed by Section 19.6.

(j) As used in this section, "county of the first, second, or third class" means the county of the first class, county of the second class, and county of the third class as provided by Sections 28020, 28022, 28023, and 28024 of the Government Code.

(k) This section shall become operative on July 1, 2021.

SEC. 3. Section 987.7 is added to the Penal Code, to read:

987.7. (a) A contract between a county or court and a law firm, individual attorney, or other legal entity for the provision *or administration* of indigent defense services shall use the following procedure:

(1) A *final contract and solicitation or agreement for the contracting of indigent defense services, including a request for proposals, a request for qualifications for indigent defense services contracts, or ~~other another~~ policy for the contracting of indigent defense ~~services services~~, shall require ~~proposals and all final contracts to include~~ all of the following:*

(A) Requirements for compliance with the Office of the State Public Defender's ~~standards for contract systems~~. *California Standards for Contract and Panel Defense Systems.*

~~(B) Explicit language demonstrating a direct relationship between the contract amount and the total number of cases to be handled during the contract period. The number of cases handled over the contract period shall be informed by caseload limits defined in the National Public Defense Workload Study by the RAND Corporation published in 2023, or a later workload study. When determining the scope of work and number of cases to be handled, the county or court shall take into consideration the percentage of the attorney or firm time for work in other cases in addition to work performed pursuant to the indigent defense services contract.~~

(B) When determining the scope of work and number of cases to be handled, the county or court shall take into consideration, among other factors, both of the following:

(i) The National Public Defense Workload Study by the RAND Corporation published in 2023, or a later workload study identified by the Office of the State Public Defender and agreed upon by the California Public Defenders Association and California Attorneys for Criminal Justice.

(ii) The percentage of the attorney or firm time for work in other cases in addition to work performed pursuant to the indigent defense services contract.

(C) The contract amount and structure shall ensure that attorneys have the resources and time necessary to consult with clients, assess discovery, conduct fact investigations, file motions, and perform any other relevant tasks to ensure competent legal representation.

(D) All contracts shall provide a separate allocation of funds for case-related defense services, including, but not limited to, investigators, social workers, and immigration counsel. These ancillary service funds shall be separate and in addition to funds allocated for attorney compensation, and there shall not be a penalty for contracted attorneys accessing those funds.

(2) (A) A county or court shall not enter into flat fee or per case compensation ~~contracts.~~ *contracts for the administration or provision of indigent defense services.*

(B) For the purposes of this paragraph, "flat fee" means a compensation structure that provides a fixed dollar amount for each case, or for an unlimited number of cases, without regard to the actual time and resources required to provide competent and zealous representation in each case.

(3) Contract amounts shall account for all ~~dimensions of modern criminal defense practice, including, but not limited to, the costs of technology, support staff, and ancillary legal services,~~ *costs related to the provision of indigent legal services,* including, but not limited to, immigration support, ~~paralegals,~~ *paralegals and case support services,* social workers, mitigation specialists, experts, and investigators.

(4) The contract shall include a provision that affords the contractor a process to seek a modification of the contract amount if the number of cases handled or the costs of providing a modern criminal defense practice exceed the amount contemplated at the beginning of the contract period.

(b) A request for proposals pursuant to paragraph (1) of subdivision (a) shall be disqualified from consideration if it does not meet all of the requirements of subdivision (a).

(c) Counties *that contract with a private entity or law firm to manage and provide indigent defense services for that county* shall provide ~~all these~~ contracts for indigent defense services to the Office of the State Public Defender every two years, beginning on January 1, 2027. If the contract does not provide for an hourly rate, the county shall provide to the Office of the State Public Defender the hourly rate equivalent anticipated under the contract.

(d) The provisions of this section shall apply to any memorandum of agreement, contract, contract amendment, or contract extension for the provision *or administration* of indigent defense services entered into or elected by any county or court in California on or after January 1, 2027.

(e) This section shall become operative on January 1, 2027.

~~SEC. 4.If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.~~



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 12, 2025

SUBMITTED BY: Administration
California Public Finance Authority – Caitlin Lanctot

SUBJECT: APPROVING A FINANCING FOR THE ACQUISITION AND
CONSTRUCTION OF A QUALIFIED SOLID WASTE DISPOSAL FACILITY

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

Adopt a Resolution approving the financing and the issuance of up to \$30,000,000 in exempt facility bonds for a qualified solid waste disposal facility by the California Public Finance Authority for AggrePlex of Modesto LLC.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING A FINANCING FOR THE ACQUISITION AND CONSTRUCTION OF A QUALIFIED SOLID WASTE DISPOSAL FACILITY

August 12, 2025

Page 2 of 2

Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

AggrePlex of Modesto LLC (the “Borrower”) has requested that CalPFA issue exempt facility bonds in an amount not to exceed \$30,000,000 to finance or reimburse the acquisition, construction, improvement, equipping, and certain related costs of a solid waste recycling facility located at 3093 Finch Road, Modesto, California (the “Project”).

A public hearing was held for this Project on August 12, 2025. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 9:00 a.m. on Tuesday, August 12, 2025, a telephone-only public hearing will be held on behalf of the Board of Supervisors of the County of Kings (the "County") as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of exempt facility bonds for a qualified solid waste disposal facility project pursuant to Section 142(a)(6) of the Code in one or more series issued from time to time, and at no time to exceed \$30,000,000 in outstanding aggregate principal amount, to finance or reimburse the acquisition, construction, improvement, equipping, and certain related costs of a solid waste recycling facility located at 3093 Finch Road, in Modesto, California, 95354 (the "Project") to be owned and operated by AggrePlex of Modesto LLC, a limited liability company duly organized and existing under the laws of the State of California, and/or affiliates thereof (the "Borrower").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may dial into the hearing using the following toll-free teleconference line: 1-800-309-2350, followed by Access Code 4501310#, or may submit written comments, which must be received no later than 4:00 pm on Monday, August 11, 2025, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230 or at bosquestions@co.kings.ca.us.

Dated: July __, 2025

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000, FOR THE PURPOSE OF FINANCING OR REIMBURSING THE ACQUISITION AND CONSTRUCTION OF A QUALIFIED SOLID WASTE DISPOSAL FACILITY AND CERTAIN OTHER MATTERS RELATING THERETO

RESOLUTION NO. _____

WHEREAS, AggrePlex of Modesto LLC, a limited liability company duly organized and existing under the laws of the State of California, and/or affiliates thereof (collectively, the “Borrower”), has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified solid waste disposal facility project pursuant to Section 142(a)(6) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, and at no time to exceed \$30,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or reimburse the acquisition, construction, improvement, equipping, and certain related costs of a solid waste recycling facility located at 3093 Finch Road, in Modesto, California, 95354 (the “Project”); and

WHEREAS, the Project is located within the County of Stanislaus at 3093 Finch Road, in Modesto, California, 95354; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the “County”) and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”) is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Bonds for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 12th day of August, 2025, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 12th day of August, 2025.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 12, 2025

SUBMITTED BY: Fire Department – John Chamberlin/Matthew San Filippo
SUBJECT: DONATION OF ENGINE 24 TO THE COLLEGE OF SEQUOIAS FIRE ACADEMY

SUMMARY:

Overview:

The Kings County Fire Department is seeking approval to donate Engine 24 to the College of Sequoias (COS) Fire Academy.

Recommendation:

Approve the donation agreement with College of the Sequoias for the donation of Engine 24 to the College of Sequoias Fire Academy.

Fiscal Impact:

There is no fiscal impact to the Fire Fund. The engine’s estimated value is \$5,000. However, this does not mean the engine would sell for \$5,000 in the public space due to significant repairs needed, mileage, and age. At auction, the value of the engine would be primarily driven by the scrap value or the value as parts.

BACKGROUND:

The Kings County Fire department is seeking to donate a fire engine to the College of the Sequoias (COS). The 1998 Freightliner has been in service for 27 years. It was taken out of service in early 2025 in accordance with the National Fire Protection Agency (NFPA) 1911. Chapter 5 states that the fire department shall consider safety as the primary concern in the retirement of emergency vehicles. Additionally, it goes on to state that retired emergency vehicles shall not be used for emergency operations. The degradation of the cab would require costly repairs, and the engine was unsafe to operate in an emergency capacity. The proposition of placing the engine for sale was discussed but the \$5,000 value of the engine was significantly undermined by

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

DONATION OF ENGINE 24 TO THE COLLEGE OF SEQUOIAS FIRE ACADEMY

August 12, 2025

Page 2 of 2

the repairs that would be required, the mileage, and the age. Because the apparatus is fully depreciated and has little or no value at auction other than scrap or parts, it was taken out of service while the department assessed its future. It has been stored at County Fire Station 4 and has been used numerous times for training at the Kings County Training Facility adjacent to the station. As a result of its usefulness for the department's training purposes, and partnership with the college, the department sought a mutually beneficial transaction for both parties. By accepting the donation, COS would assume ownership, care, and maintenance of a limited but serviceable dedicated fire apparatus for the benefit of their fire program. A program in which over 60% of the instructors are Kings County Fire Department personnel. As part of the partnership that already exists, the Kings County Fire Department will be able to use the fire engine for the same purposes of training new recruits during their probationary academy. This has a positive effect on the fire funds as costs associated with the engines operational upkeep would be shifted, yet we would retain the advantage of its use. The responsibility of providing necessary and valuable training and equipment falls on both entities to develop competent professional candidates for the next generation. This transaction meets the real-world educational needs for the future firefighters that will serve the community. Once that opportunity was realized, the process of approval was initiated in accordance with policy requiring approval from the Purchasing Manager and/or the Board of Supervisors.

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

	Fire Apparatus Taken Out of Service		
VIN	Year	Make	Reason
1FVXJLEB7XH967180	1998	Freightliner	Age and maintenance cost

Equipment Donation Agreement

This Equipment Donation Agreement (this “Agreement”), dated as of _____, 2025, is entered into by and between the County of Kings, a political subdivision of the State of California (“Donor”), and College of the Sequoias, a California community college (“Recipient”) (collectively the “Parties,” and each a “Party”).

WHEREAS, Donor has title to but no longer needs the fire truck listed in **Exhibit A** (the “Equipment”); and

WHEREAS, Donor desires to donate the Equipment to Recipient, and Recipient desires to accept the Equipment under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Equipment. Donor agrees to donate the Equipment to Recipient. Donor grants Recipient irrevocable ownership, rights, title, and interest in the Equipment upon the terms and conditions set forth in this Agreement and without monetary payment to the Donor. The Equipment will be transferred to Recipient free and clear of any liens, claims, or encumbrances. Recipient shall determine the disposition of the Equipment.

2. Removal of Equipment; Transfer of Title and Risk of Loss.

2.1 Removal of Equipment. Recipient shall, at its own cost, expense, and risk, remove the Equipment from Donor’s premises on a date mutually agreed upon by the Parties, but not later than thirty (30) days after the date of this Agreement.

2.2 Transfer of Title and Risk of Loss. Title and risk of loss transfer to Recipient upon removal of the Equipment by Recipient from Donor’s premises.

3. Warranty Disclaimer. **THE EQUIPMENT IS DONATED “AS IS” WITH ALL FAULTS. DONOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF CONDITION, QUALITY, OR SUITABILITY, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF TITLE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

4. Waiver and Release. Recipient, itself, and its respective officers, agents, and employees hereby expressly release, waive, and forever discharge Donor and its respective officers, agents, and employees of and from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen,

matured or unmatured, suspected or unsuspected, in law or equity arising out of or in connection with this Agreement or the Equipment, whether arising out of the negligence of Donor or Recipient or otherwise, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under federal, state, or local law.

5. Indemnification. Recipient shall indemnify and defend Donor and its officers, agents, and employees (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees that are incurred by Indemnified Party, arising out of or related to any third-party claim alleging:

(a) breach or non-fulfillment of any provision of this Agreement by Recipient or Recipient's employees;

(b) any negligent or more culpable act or omission of Recipient or its personnel (including any reckless or willful misconduct) in connection with the Equipment;

(c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Recipient or its personnel (including any reckless or willful misconduct); or

(d) any failure by Recipient or its personnel to comply with any applicable federal, state, or local laws, regulations, or codes.

6. Limitation of Liability. **IN NO EVENT SHALL DONOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE EQUIPMENT, THE DONATION OF THE EQUIPMENT, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DONOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

7. Notices. Any notice given pursuant to this Agreement shall be in writing, duly addressed to the Parties below. By written notice in conformance herewith, either Party may change the address to which notices to said Party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given when so deposited certified or registered, postage prepaid, addressed as set forth below or

as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

Donor: County of Kings
1400 W. Lacey, Building 14
Hanford, CA 93230
Attention: Matt Sanfilippo, Battalion Chief

Recipient: College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Attention: Brent Calvin, President

8. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

10. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Venue shall be in County of Kings, California.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. Entire Agreement. This Agreement, together with **Exhibit A**, contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF KINGS

COLLEGE OF THE SEQUOIAS

By: _____
Doug Verboon, Board Chair


By: 

Brent Calvin (Jul 8, 2025 14:37 PDT)
Brent Calvin, President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Laurie Avedisian-Favini, Interim
County Counsel

By: 

Jennifer Thompson, Deputy County Counsel

Exhibits/Attachments:
Exhibit A: Donated Equipment

{4936-2153-7102 v.1}

.EXHIBIT A

Donated Equipment

- 1998 Freightliner Fire Apparatus VIN 1FVXJLEB7XH967180






Equipment Donation Agreement (Fire Engine 24).docx 4936-2153-7102 1

Final Audit Report

2025-07-08

Created:	2025-07-08
By:	Kinetha Cochran (kinethac@cos.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX3j6wKijBWEM-pgn-pvdI6kDjo47cQJH

"Equipment Donation Agreement (Fire Engine 24).docx 4936-2153-7102 1" History

-  Document created by Kinetha Cochran (kinethac@cos.edu)
2025-07-08 - 8:03:39 PM GMT- IP address: 198.189.158.147
-  Document emailed to Brent Calvin (brentc@cos.edu) for signature
2025-07-08 - 8:04:24 PM GMT
-  Email viewed by Brent Calvin (brentc@cos.edu)
2025-07-08 - 9:37:38 PM GMT- IP address: 172.226.212.23
-  Document e-signed by Brent Calvin (brentc@cos.edu)
Signature Date: 2025-07-08 - 9:37:55 PM GMT - Time Source: server- IP address: 174.219.200.20
-  Agreement completed.
2025-07-08 - 9:37:55 PM GMT



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 12, 2025

SUBMITTED BY: Administration – Kyria Martinez/Alex C. Walker

SUBJECT: LETTER OF SUPPORT FIX OUR FORESTS ACT

SUMMARY:

Overview:

The Fix Our Forests Act (FOFA) would establish requirements for managing forests on federal land, including requirements regarding wildfire threats, review and implementation of forest management projects, and other activities. The subject does not live in the County Legislative Platform, thus a position on the bill requires Board approval. Whereas the bill is supported by other Central Valley counties, and the indirect impacts of the bill affects Kings County residents, staff are bringing a letter of support for Board consideration.

Recommendation:

Authorize the Chairman to sign a letter of support in favor of H.R. 471 - Fix Our Forests Act related to forest management.

Fiscal Impact:

There are sufficient budgeted funds to distribute this document.

BACKGROUND:

Congress is considering two versions of FOFA. The House version of the bill, H.R.471, was introduced by Representative Westerman. H.R. 471 passed the House with bipartisan support, 279 in favor and 141 against. Both members of the County’s Congressional Delegation, Representative Valadao and Representative Fong voted in favor of the House version of the bill. The Senate version of the bill, S.1462, was introduced by Senator Curtis, with no formal vote to date; however, has bipartisan support as well. The Senate version was heard in the Senate Committee on Agriculture, Nutrition, and Forestry on May 6, 2025. A representative of Senator Padilla’s office reached out to the County, inquiring if there is any interest in supporting the Senate version of the bill.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

LETTER OF SUPPORT FIX OUR FORESTS ACT

August 12, 2025

Page 2 of 2

The County has historically not been involved with bills that deal with forest management, given there are no forests in Kings County. The accompanying issues, such as home-hardening, are not direct impacts to Kings County residents. However, the indirect impacts of wildfires, such as air quality and environmental impacts, do impact the residents of Kings County. Furthermore, neighboring counties of Fresno and Tulare are supportive of FOFA. Fresno County supports the House version of the bill, while Tulare County supports the Senate version. In discussions with both counties, the reason is that Fresno was solicited by Representative Fong's office, and Tulare was solicited by Senator Padilla's office. The bills are very identical, varying mostly on litigation reform.

Reviewing both versions of the bill, and considering the impact to Kings County residents, staff recommend that the Board consider supporting the House version of the bill.

The House version of FOFA designates certain firesheds at high risk for wildfires as fireshed management areas. In tandem, the bill directs the United States (U.S) Forest Service and U.S. Geological Survey to jointly establish an interagency Fireshed Center that is responsible for duties related to assessing and predicting fire, including maintaining a fireshed registry on a publicly accessible website that provides interactive geospatial data on individual firesheds, among other efforts related to reducing wildfire. The bill further creates efficiencies in existing processes, by expediting the review of certain forest management projects under the National Environmental Policy Act (NEPA) of 1969, exempting certain activities from NEPA review.

Wildfires release carbon dioxide and other emissions that impact both the environment and valley air quality. California averages more than 7,500 wildfires a year. Six of the top ten most destructive fires in the state have burned since 2017. Furthermore, three of the state's top five deadliest fires, and all of the state's nine largest fires have burned since 2017 as well. Nationwide, total acres burned as a result of wildfire rose from 2.7 million in 2023 to nearly 9 million in 2024, representing a 231% increase. A lack of forest management has resulted in catastrophic wildfires which destroy the trees, habitat, and species the nation's Forest and Park Services are charged with protecting. Kings County and neighboring Central Valley counties have been covered in smoke due to wildfires, experiencing the negative impacts of wildfire pollution.

Forest management resources included in FOFA are crucial to help control and reduce the severity of wildfires to enhance air quality, wildlife habitat, and more. Additionally, this legislation would improve water supply sources such as drinking water and rivers, improve water quality by decreasing runoff, pollutants, and erosion, and save costs by reducing infrastructure repairs to reservoirs, pipelines, and treatment plants.

In addition to being supported by other Central Valley counties, the House version of the bill has garnered the support of the National Association of Counties (NACo) and the California State Association of Counties (CSAC), both of which are groups that Kings County is an active member and participant. CSAC has also endorsed the Senate version of the bill.

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 August 12, 2025

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: AGREEMENT FOR FIRE SERVICES WITH THE CITY OF AVENAL

SUMMARY:

Overview:

The Kings County Fire Department has provided fire and emergency services to the City of Avenal for many years. California Government Code Section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the city legislative body to contract with the county for the performance of city functions by appropriate county officers and employees. California Government Code Section 51303 provides in part that: “The county officers and employees named in the contract shall exercise within the city all of the powers and duties conferred upon the city officers or employees named in the contract.”

Recommendation:

Approve the agreement with the City of Avenal for fire services retroactively effective from July 1, 2024 through July 1, 2028.

Fiscal Impact:

The County will receive payments from the City of Avenal across four fiscal years (FY) for the term of the agreement, which includes two full-time fire staff, composed of a Fire Captain and Fire Apparatus Engineer, commonly referred to as 2-0 staffing, in addition to operational expenses for the fire station, and administrative and operational support staff. FY 24/25 is \$450,000 annually, FY 25/26 is \$1,096,310 annually (\$91,359 per month), FY 26/27 is 1,125,882 annually (\$93,823 per month), and FY 27/28 is \$1,156,236 (\$96,353 per month), for a grand total of \$3,828,428.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT FOR FIRE SERVICES WITH THE CITY OF AVENAL

August 12, 2025

Page 2 of 2

BACKGROUND:

The Kings County Fire Department has provided fire and emergency services to the City of Avenal for many years, dating back to FY 17/18. On June 27, 2023, the County and the City of Avenal entered into its most recent agreement that formalized each agency's responsibility, which expired on June 20, 2024. Since the agreement expired, the County provided the City of Avenal with continued fire service while negotiations were underway for the new agreement.

The contract costs increase each year, leading to a grand total of \$3,828,428. The contract amount for the previous FY 24/25 is \$450,000. For the current FY 25/26, the contract amount is \$1,096,310 annually (\$91,359 per month). In FY 26/27 the contract amount is 1,125,882 annually (\$93,823 per month), representing a 2.66% increase from FY25/26. In FY 27/28 the contract amount is \$1,156,236 (\$96,353 per month), representing an increase of 2.66% from FY 26/27.

The agreement before the Board went before the Avenal City Counsel on August 4, 2025, and was approved by the Avenal City Council.

Per the terms of the agreement, either party may terminate the agreement without cause upon no less than six months written notice. Upon termination, the City of Avenal shall be responsible for any and all unpaid amounts owed to the County for fire services performed up to and including the date of termination. Such payments shall be due to the County no later than thirty (30) days after the date of termination.

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

AGREEMENT FOR
COUNTY FIRE SERVICES
WITHIN THE CITY OF AVENAL

THIS AGREEMENT (“Agreement”) is made and entered into and effective this _____, by and between the **County of Kings**, a political subdivision of the State of California (“County”) and the **City of Avenal**, a California municipal corporation (“City”), upon the following terms and conditions.

RECITALS

A. The County and the City have for many years enjoyed a relationship whereby the County provides fire services within the incorporated areas of the City of Avenal.

B. This Agreement supersedes any prior agreement relating to fire services provided by the County to the City and establishes a comprehensive four-year service arrangement with defined compensation, responsibilities, and performance standards.

C. The City recognizes that providing fire services within City boundaries requires significant County resources, including personnel, equipment, facilities, administrative support, and assumption of service-related liabilities, the City therefore agrees to provide additional compensation to the County as set forth in this Agreement.

D. Under this Agreement, the County will provide fire services including two full-time fire staff positions (Fire Captain, Fire Apparatus Engineer), operational expenses for the fire station, and administrative and operational support staff, with compensation increasing over successive years.

E. The County will maintain operational control over all aspects of fire service delivery by its personnel, including personnel management, discipline, service standards, and operational procedures, while ensuring that services levels do not fall below those provided during the 2023-2024 fiscal year.

F. In order to confirm the details of this contractual relationship and establish clear rights, responsibilities, and compensation arrangements for the provision of fire services by the County within the incorporated areas of the City, the County and City enter into this Agreement as set forth, below.

1. POWERS AND DUTIES OF COUNTY.

A. Enforcement Responsibilities. The Fire Chief of the County of Kings shall enforce State and City statutes and ordinances relating to fire prevention and protection,

including enforcement of laws pertaining to illegal fireworks, and shall provide services for emergency medical response, rescues, hazardous materials responses, and fire investigation functions within the City's boundaries, but only to the extent that the Fire Chief performs the same or substantially similar services in the County. The Fire Chief shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Fire Chief under County customs, ordinances, and statutes of the State of California.

B. Resources. Except in regards to stationery supplies and forms which must be issued in the name of the City, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain a level of services meeting the minimum requirements agreed to between City and County. The County shall not reduce said level of resources and services below that which was provided during the 2023-2024 fiscal year. In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

The County and the City shall retain exclusive ownership of all equipment, vehicles, supplies, and other tangible property that such party purchases or otherwise acquires using its own funds for the purpose of performing its respective obligations under this Agreement. Upon termination or expiration of this Agreement, each party may dispose of its owned property through sale, transfer, or other disposition without restriction. Neither party shall acquire any ownership interest in property purchased or owned by the other party, regardless of whether such property is used in the performance of services under this Agreement.

Notwithstanding the foregoing, if the County provides notice of cost overruns pursuant to Section 2.C and the parties are unable to reach agreement on appropriate compensation adjustments within the timeframes specified in Section 2.C, the County's obligation to maintain the specified level of resources and services shall be suspended until such time as adequate compensation arrangements are established or this Agreement is terminated in accordance with Section 3.

C. Municipal Agency. For the sole purpose of performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, the Fire Chief of the Kings County Fire Department, and the officials, officers, employees, and volunteers of the County Fire Department, shall exercise within the City all of the powers and duties conferred upon a city fire chief and city fire department personnel, and, *subject to the limitations set forth in paragraph 1.E below*, every County officer, employee, and volunteer engaged in performing any such service and function shall be deemed to be an officer, employee, or volunteer of the City while performing services and functions for the City to the extent such services and functions are within the scope of this Agreement and are municipal functions.

D. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, employees, and volunteers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain with the County; provided, however, that, if in the judgment of the City Manager or City Council, any Fire Department officer, employee, or volunteer assigned to duty under this Agreement is not satisfactory to the City, the City Manager may so notify the Fire Chief in writing and within thirty (30) days of receipt of such a written notification, the Fire Chief shall respond in writing thereto.

E. Personnel. All persons employed in the performance of such services and functions as contemplated by this Agreement shall be County employees or volunteers, and no person employed hereunder shall have any rights to any City benefit, pension, civil service, status, or right of employment.

(1) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City.

(2) County shall be solely responsible for the payment of any salaries, wages, and compensation of, or indemnity for, injury or sickness arising out of said employment or volunteer relationship.

(2) City shall not be liable for compensation of or indemnity to any County officer, employee, or volunteer for injury or sickness arising out of such employment.

F. Citizen Complaints. All citizen complaints from City residents regarding services provided pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures. City acknowledges that any complaint review and investigation is a confidential personnel matter the results of which shall only be disclosed according to County policy and applicable law.

G. Service Reports. The City Manager, upon request, shall have access to reports and applicable County records, or unrestricted portions thereof, pertaining specifically to fire suppression and prevention services provided under this Agreement within the City, subject to all applicable local, state and federal laws. Such access shall explicitly exclude any medical records, patient information, or other data protected under the Health Insurance Portability and Accountability Act (HIPAA) and related privacy regulations. Access shall be limited to operation, administrative, and incident reports related to fire suppression and prevention activities that are not otherwise restricted by law. Further, the Fire Chief or the Fire Chief's designated representative upon request shall attend regular City Council meetings and shall be prepared to respond to questions by the City Council regarding the services provided pursuant to this Agreement. Reports to be automatically provided to the Office of the City Manager under this Agreement, without the need for any City request, shall include the following which must be provided

within ten (10) business days after the end of each calendar month, in a manner that complies with all applicable local, state, and federal laws. In the event that circumstances beyond the County's reasonable control prevent timely delivery within the specified timeframe, the County may request additional time as necessary, provided that written notice (including email) of such delay and the anticipated delivery date is provided to the City Manager within the original ten (10) business day period.

- i. Incident Tracking: A report disclosing instances when County personnel assigned to Avenal responded to incidents outside the city limits of Avenal, including the general location and nature of such responses. The report shall identify when move-up personnel or alternative coverage arrangements were implemented to maintain fire protection services within Avenal during such deployments. The County acknowledges that Avenal is designated as a core station and commits to making every reasonable effort to provide immediate coverage when assigned crews become committed to incidents outside the city boundaries.
- ii. Service Report: County must submit copies of incident and service reports for Avenal-related responses to the Office of the City Manager, limited to those reports or portions thereof that are allowable under applicable local, state, and federal law and that are not subject to confidentiality restrictions. Such submission shall exclude any reports, records, or portions thereof that contain medical information, patient data, or other materials subject to non-disclosure requirements under the Health Insurance Portability and Accountability Act (HIPAA) or other applicable privacy regulations. Only unrestricted reports and unrestricted portions of reports that do not violate confidentiality or privacy laws shall be provided under this requirement.
- iii. Monthly Incident Reports: County must provide a monthly general call log report for all incidents within Avenal city limits wherein County provided services under this Agreement. The call log shall include the date, time, incident type or category, and location of each response or service call, along with corresponding response times. The report shall also include documentation of any canceled calls within the city limits during the reporting period.
- iv. Structure Fire Detail Reports:
For each structure fire within Avenal city limits, a report which includes each and all of the following:
 - a. Type of structure involved;
 - b. Time the service call was received by the dispatcher and also the relevant fire personnel within Avenal;
 - c. Time when County accomplished control over the fire;
 - d. Number of fire engines and personnel dispatched to the fire; and
 - e. Initial response time and total duration at the incident scene.

H. ISO Compliance Review: County shall provide the current Insurance Services Office (ISO) rating for the City of Avenal and shall furnish any updated ISO reports or rating changes to the City Manager as they become available. The County acknowledges that ISO conducts community reviews on a five to seven-year cycle for insurance rate assessment purposes, and annual reviews are not available through the ISO system. All ISO ratings and reports provided under this provision shall be made available to the public for transparency with Avenal residents.

2. CONSIDERATION – CITY’S ANNUAL OBLIGATION.

A. The City shall pay to the County the following amounts for the term of the agreement which includes two full-time fire staff (Fire Captain, Fire Apparatus Engineer) (commonly referred to as 2-0 staffing), operational expenses for the fire station, and administrative and operational support staff:

- FY24/25: \$450,000.00
- FY25/26: \$1,096,310.28
- FY26/27: \$1,125,882.00
- FY27/28: \$1,156,236.36

B. The City shall pay the above annual sum in equal quarterly installment payments, which shall be due on September 30th, December 31st, March 31st, and June 30th of the Fiscal Year. In the event that compensation is adjusted pursuant to Section 2.C during a fiscal year, the adjusted quarterly payments shall take effect beginning with the next quarterly payment due date following execution of the written amendment, with any retroactive adjustments to be paid within thirty (30) days of such amendment.

C. In the event that the County’s Actual costs for providing fire services to the City in any fiscal year exceed the annual compensation amount specified in Section 2.A by more than ten percent (10%), the County may provide written notice to the City documenting such cost overrun within sixty (60) days after the end of the applicable fiscal year. Upon receipt of such notice, the City Manager and the County Administrative Officer shall meet within thirty (30) days to review in good faith the documented cost increases and their underlying causes. The parties shall work collaboratively to identify whether such cost increases result from factors including but not limited to inflation exceeding anticipated levels, changes in labor costs, increased insurance or workers’ compensation expenses, regulatory compliance requirements, or enhanced service demands. If the parties determine that the cost increases are reasonable and necessary for maintaining the agreed-upon level of services, they shall negotiate in good faith regarding an appropriate adjustment to the compensation amount for the remainder of the Agreement term. Any compensation adjustment agreed upon by the parties shall be memorialized through a written amendment to this

Agreement executed in accordance with Section 5.I. The County's obligation to continue providing services during the negotiation period shall not be affected, provided that such negotiations are concluded within ninety (90) days after the initial meeting.

3. TERM OF THE AGREEMENT.

The County will provide fire services to the City under this Agreement for a period of four (4) years, which shall commence on July 1, 2024, unless terminated by either party.

Either party may terminate this Agreement without cause upon no less than six (6) months written notice. A party may terminate this Agreement for cause, effective immediately, upon written notice. Written notice of termination of this Agreement must be given to the other party by personal delivery or registered mail as set forth below.

Upon termination, the City shall be responsible for any and all unpaid amounts owed to the County for fire services performed up to and including the date of termination. Such payments shall be due to the County no later than thirty (30) days after the date of termination.

Either party's inability or unwillingness to negotiate in good faith regarding cost adjustments under Section 2.C may constitute grounds for termination for cause under this section.

4. INDEMNIFICATION.

The County shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from loss, damage, or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City or caused by the gross negligence or intentional misconduct of Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City.

5. MISCELLANEOUS PROVISIONS.

A. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California. It is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the interpretation of this Agreement.

B. Severability. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall

be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

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

D. Good Faith Negotiation. The parties will use their best efforts in good faith to cooperate in fulfilling the terms of this Agreement. Should a dispute arise between the parties regarding administration of this Agreement or the services to be provided hereunder, the Administrative Officer of the County and City Manager of City, shall meet in an attempt to resolve the issue. Cost overrun disputes shall be addressed exclusively through the procedures established in Section 2.C.

E. Waiver. The waiver by any party of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement. Further, no waiver of any term, condition, or covenant of this Agreement by either party shall be deemed as a waiver of any other term, condition, or covenant herein contained to the strict and proper performance thereof.

F. No Third-Party Beneficiary. No person or organization shall be a third-party beneficiary of this Agreement.

G. No Assignment. Neither party to this Agreement may assign its rights, privileges, benefits, or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

H. Notice. Any and all inquiries and notices with respect to this Agreement may be given personally or by registered mail addressed to County or City at the following address:

City of Avenal
City Manager
919 Skyline Blvd
Avenal, CA 93204

Kings County
County Administrative Officer
1400 W. Lacey Blvd. Building 1
Hanford, CA 93230

Either party may change the address to which the notices shall be sent by advising the other party in writing of the change. Nothing herein shall preclude the giving of any notice by personal service to the other party.

I. Alterations and Modifications of Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the

parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Notwithstanding, this Agreement may be modified by a written amendment signed by the authorized representatives of the City and the County.

J. Captions and Headings. The caption or heading of each article of this Agreement is inserted as a matter of convenience and reference only and in no way defines, limits, or describes the scope of the Agreement or in any way affects it.

K. Copies of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

6. AUTHORITY.

A. Legal Authority. Government Code Section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of fire chief. Government Code Section 38611 provides that the legislative body of a general law city shall establish a fire department for the city, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters (hereinafter “volunteers”) as the legislative body may determine. Government Code Section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the city legislative body to contract with the county for the performance of city functions by appropriate county officers and employees. Government Code Section 51303 provides in part that: “The county officers and employees named in the contract shall exercise within the city all of the powers and duties conferred upon the city officers or employees named in the contract.”

B. Fire Chief. The City and County desire that the functions of the Chief of the Fire Department of City shall be performed by the Chief of the Fire Department of County acting as the Fire Chief of City.

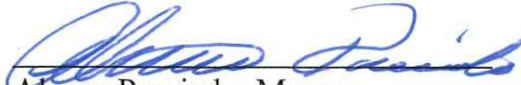
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SIGNATURES ARE ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

“County”

“City”

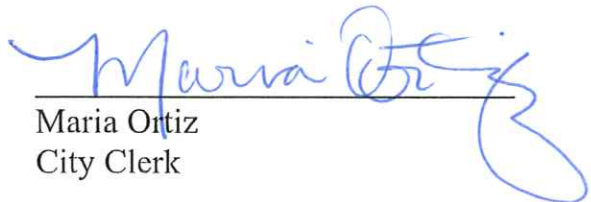
Doug Verboon, Chairman
Kings County Board of Supervisors


Alvaro Preciado, Mayor
City of Avenal

ATTEST:

ATTEST:


Catherine Venturella, Clerk
Board of Supervisors




Maria Ortiz
City Clerk

Approved as to Legal Form
Laurie Avedisian-Favini, County Counsel

Approved as to Legal Form



Robert Lomeli
Deputy County Counsel



Moses Diaz
City Attorney

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: 

Sarah Poots, Risk Manager



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 12, 2025

SUBMITTED BY: Human Resources – Carolyn Leist/
SUBJECT: PUBLIC HEARING – STATUS OF VACANT POSITIONS
SUMMARY:

Overview:

As required by California Government Code section 3502.3, established by Assembly Bill (AB) 2561, the County must conduct a public hearing to present the status of vacancies, recruitment, and retention efforts, at least once per fiscal year prior to final budget adoption.

Recommendation:

- a. Receive a presentation in accordance with the requirements of Assembly Bill 2561 related to vacancies, recruitment, and retention efforts;
- b. Conduct a Public Hearing to receive comments on a presentation in accordance with the requirements of Assembly Bill 2561 related to vacancies, recruitment, and retention efforts.

Fiscal Impact:

There is no fiscal impact to the County General Fund.

BACKGROUND:

California Government Code section 3502.3 became effective on January 1, 2025. The bill requires public agencies to hold a public hearing at least once per fiscal year prior to final budget approval to report on vacancies, recruitment, and retention efforts. The California State Legislature determined that vacancies are widespread and may be a significant problem in the public sector, subsequently negatively impacting the delivery of public service. This new requirement aims to address persistent job vacancies in local governments. California Government Code section 3502.3 also requires public agencies with vacancies that exceed 20% in a single bargaining unit, to provide additional information—including the total number of job vacancies within the bargaining unit, the total number of applicants for vacant positions within the bargaining unit, the average number

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2025.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING – STATUS OF VACANT POSITIONS

August 12, 2025

Page 2 of 2

of days to complete the hiring process from when a position is posted, and opportunities to improve compensation and other working conditions.

The County has two bargaining units (Prosecutors' Association and the General Unit) that show an excess of 20% vacancy rate; however, the vacancy rate exceeds 20% due to held positions by the departments who are not actively being recruited to fill. There are five current vacancies in the Prosecutors' Association: four positions are being held for currently employed Law Clerks who are pending to pass the California State Bar examination. The fifth position is being held vacant in the Administration, Minors Advocate Division as the department considers what position would be best suited for the needs of the department. In the General Unit, there are 88 positions being held within various departments. These positions are being held for a variety of reasons but primarily as they wait for the outcome of the Federal and State budgets.

This presentation summarizes AB 2561, its purpose, and the compliance requirements for public agencies regarding vacant positions and recruitment and retention efforts. A public hearing notice was posted in accordance with state law. The County has eight recognized bargaining units: Blue Collar, Detention Deputy Association, Deputy Sheriff's Association, Firefighter's Association, General Unit, Probation Officer's Association, Prosecutor's Association, and Supervisor's Unit. All the County's bargaining units were invited to make a presentation, according to the statutory requirement, and participating bargaining units, if any, will present to the Board during the public hearing.



KINGS COUNTY

Assembly Bill (AB) 2561

Status of Vacancies, and Recruitment and Retention Efforts

from June 1, 2024 – May 31, 2025



Agenda

- AB 2561 Requirements
- Workforce Information
- Bargaining Unit Specific Information
- Vacancy Information
- Recruitment Challenges and Strategies
- Recruitment Information



Overview of AB 2561

- Effective January 1, 2025, AB 2561 was implemented
 - Requires public agencies to present the status of vacancies, recruitment, and retention efforts at a Public Hearing
 - ✓ At least once per fiscal year prior to budget adoption
- Allows the employee organizations to present at the hearing
- If the number of job vacancies within a single bargaining unit exceed 20%, additional information may be requested by the employee organization to be presented during the public hearing



Key Reasons for Passage of AB 2561

- Address high vacancy rates
- Improve services to the public
- Avoid the potential for heavier workloads for employees which can lead to employee burnout
- Work in collaboration with employee organizations



Workforce Information

Fiscal Year 2024 – 2025
Total
Budgeted/Authorized
Positions Countywide

1,709.51

Fiscal Year 2025 – 2026
Total
Budgeted/Authorized
Positions Countywide

1694.51

Reduction in 15 Allocations



Vacancy Information – Bargaining Units

Bargaining Units	Authorized FTEs	Held Positions	# of Vacancies	Vacancy Rate	Vacancy Rate without held positions
Blue Collar	64	0	3	4.69%	4.69%
Detention Deputy Association	160	0	17	10.63%	10.63%
Deputy Sheriff's Association	98	0	7	7.14%	7.14%
Firefighter's Association	78	0	5	6.41%	6.41%
General Unit	897.51	88	191.6	21.35%	11.54%
Management	236	13	28	11.86%	6.36%
Probation Officer's Association	53	0	3	5.66%	5.66%
Prosecutor's Association	21	5	5	23.81%	0.00%
Supervisor's Unit	94	12	14	14.89%	2.13%
Elected	8	0	0	0.00%	0.00%
Total	1709.51	118	273.6	16.00%	9.10%



Vacancy Information – Prosecutor’s Association

Position	Current Vacancies	Applicants	Unit	Notes
Child Advocacy Attorney I/II/III/IV	1	N/A	Prosecutors	Recruitment not requested
Deputy D.A. I/II/III/IV	4	29	Prosecutors	



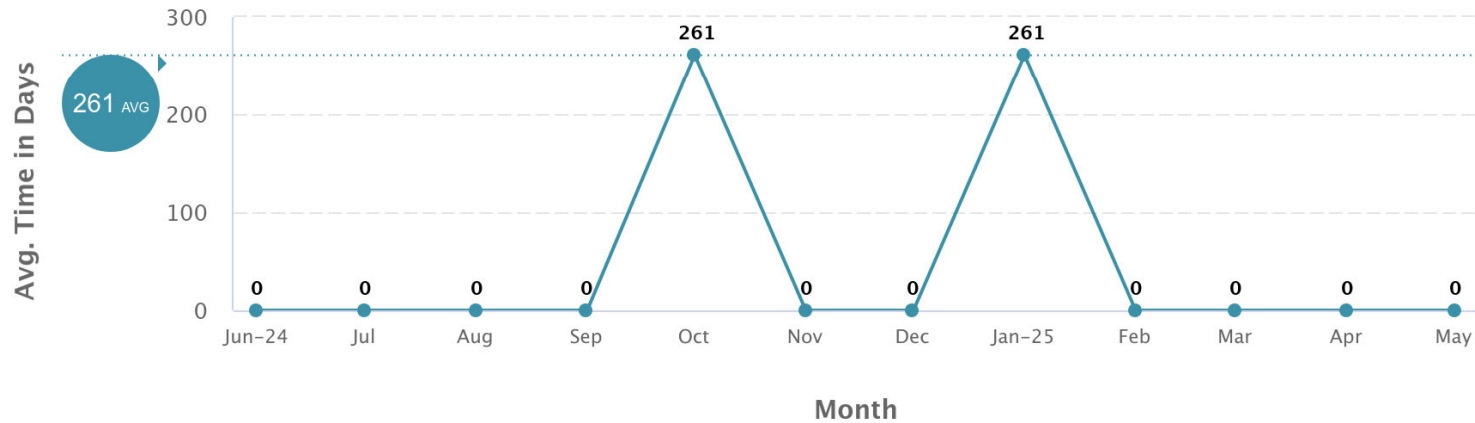
Vacancy Information – Prosecutor’s Association

Time to Hire – All Departments

June 2024 – May 2025

Total Hires: 3

Time to Referral: 1 day





Vacancy Information – General Unit

Position	Current Vacancies	Applicants	Unit
Office Assistant I/II	17	612	General
Juv Services Officer I/II	25	230	General
Emergency Dispatcher I/II	4	222	General
Eligibility Worker I/II	19	220	General
Probation Technician	2	198	General
EHS I/II/III/SR	3	178	General
Social Wkr I/II/III/Pract-CPS	23	167	General
Employment & Training Wkr I/II	14	160	General
Social Worker Assistant I/II	5	144	General
Accounting Assistant I/II	4	124	General
Fiscal Specialist I/II	4	89	General
Health Education Specialist	1	76	General
Family Resource Technician	2	57	General
Welfare Fraud Inv. I/II	1	54	General
Process Server	1	53	General
GIS Technician I/II	1	52	General



Vacancy Information – General Unit- Cont’d.

Position	Current Vacancies	Applicants	Unit
Epidemiologist	1	48	General
Code Compliance Specialist I/II	1	43	General
Public Health Emerg. Planner	2	37	General
Legal Clk I/II/Legal Secretary	5	36	General
Nutrition Asst. I/II	4	34	General
Care Coordinator	1	33	General
Deputy Public Guardian I/II	1	33	General
Patient Rights Advocate	1	33	General
Sr Sheriff's Records Technician	1	31	General
Senior Juv Services Officer	2	23	General
Senior Office Assistant	2	17	General
Beh Health Clinician I/II	2	15	General
Senior Eligibility Worker	2	15	General
Ag & Stds Inspector I/II/III	1	12	General
RN I/II or PHN I/II	9	11	General
Psychiatric Technician I/II	2	8	General
Occupational Therapist	1	5	General



Vacancy Information – General Unit- Positions Not Requested for Recruitment

Position	Current Vacancies	Applicants	Unit
Assessment Technician III	2	N/A	General
Child Support Assistant	2	N/A	General
Child Support Specialist I/II	3	N/A	General
Clerk-Recorder Assistant III	1	N/A	General
Community Health Assist. I/II	1	N/A	General
Juvenile Ctr Support Clerk	3	N/A	General
Licensed Vocational Nurse I/II	4	N/A	General
Medical Billing Assistant I/II	1	N/A	General
Peer Support Specialist	1	N/A	General
Senior Child Support Specialist	1	N/A	General
Senior Library Assistant	1	N/A	General
Social Worker I/II/III	2	N/A	General
Sr Employment & Training Worker	4	N/A	General
Victim/Witness Advocate II	1	N/A	General



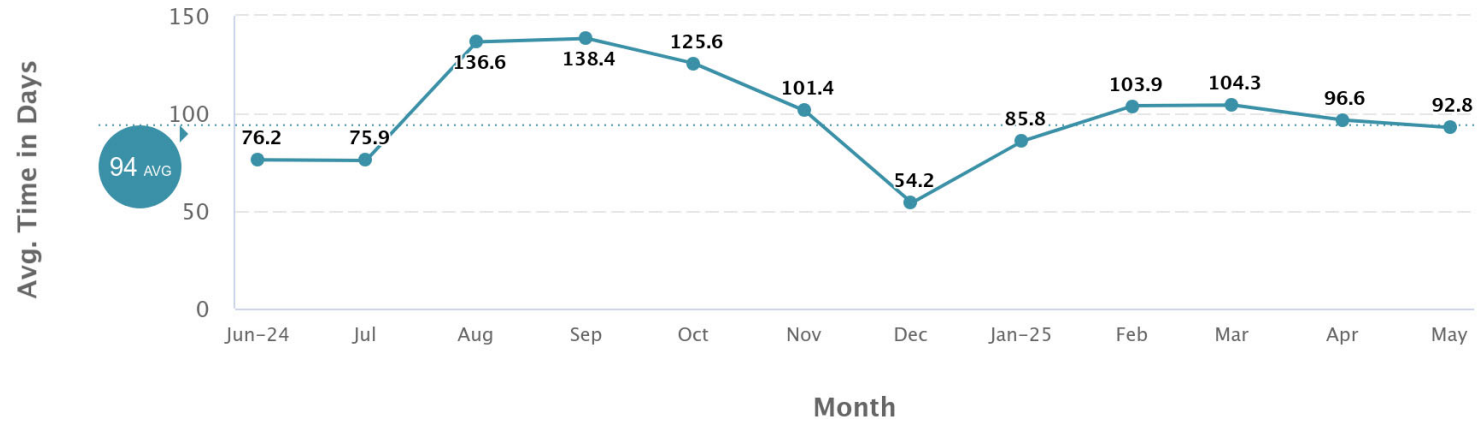
Vacancy Information – General Unit

Time to Hire – All Departments

June 2024 – May 2025

Total Hires: 187

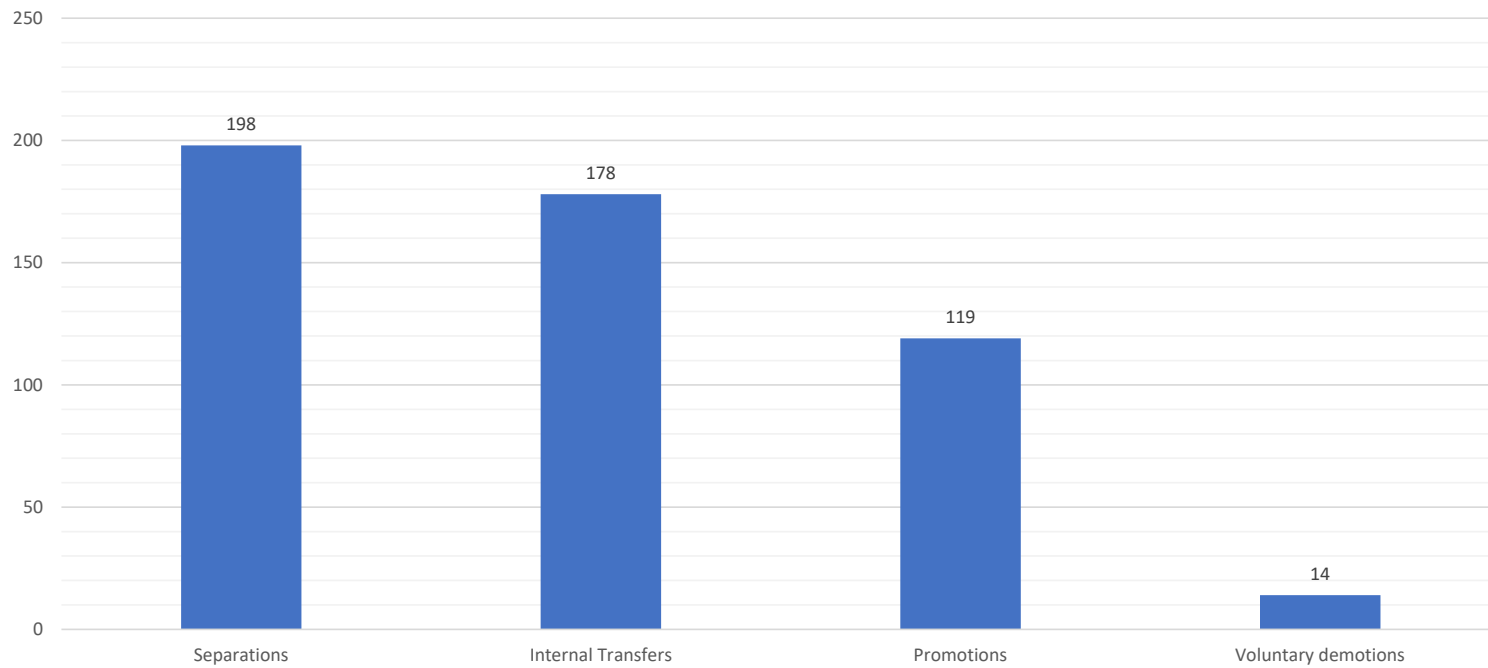
Time to Referral: 67 days





Vacancy Information – Countywide Stats

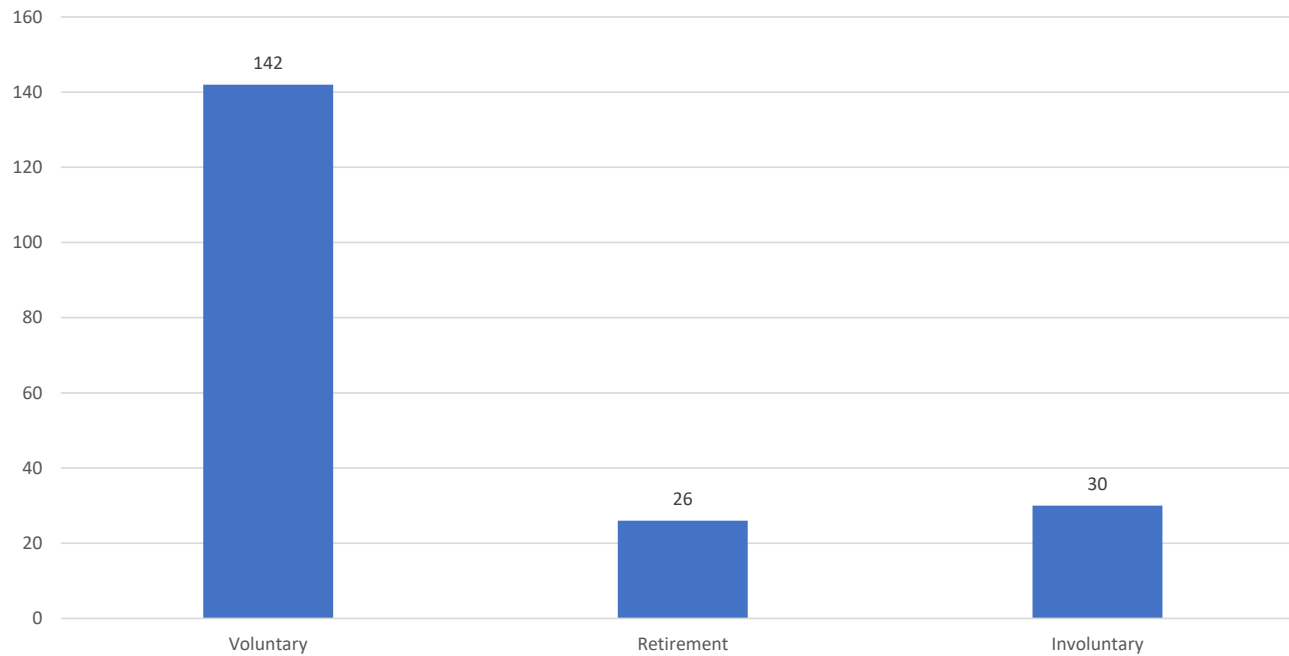
June 1, 2024 – May 31, 2025 Vacancies Created By:





Vacancy Information – Countywide Stats

Separations June 1, 2024 - May 31, 2025 = 198





Recruitment Challenges and Strategies

- Challenges within geography and attracting candidates to the Central Valley
 - As well as competing for candidates within neighboring Counties
- The County reviewed applicable policies, procedures, and recruitment activities to identify any potential obstacles in the hiring process
- The County identified that the base wages of various classifications were having an impact on recruitment and retention
 - Koff & Associates classification and compensation study



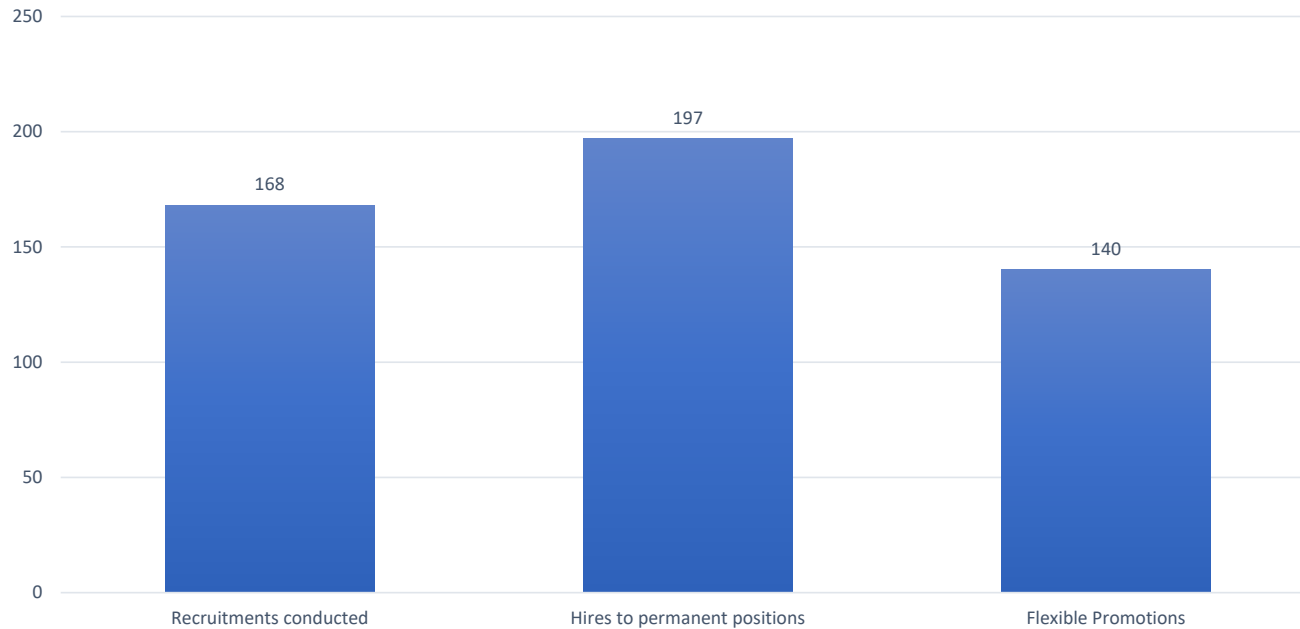
Recruitment Information Process

Recruitment/Hiring Process Step	Description
Vacancy Created	Voluntary Separation, Retirement, Involuntary Separation, Promotion, Transfer, Newly Budgeted Position
Requisition Request	Hiring department submits requisition request to fill vacancy
Determine Way to Fill Vacancy	There are various ways to fill vacancies like open competitive recruitment, promotional only recruitment, transfers, flexible promotions, etc.
Job Posting	Advertise job opening and recruitment on HR website, various social media sites, Talent Acquisition Database
Examination Phase	Supplemental Question Review, Written Exam, Oral Exam, Performance Exam
Eligible List	Eligible List consists of applicants that meet the required minimum qualifications of the position based on the examination phase of the recruitment process
Final Selection Interviews	HR and the hiring department collaborate to issue a referral which consists of candidates from the Eligible List
Employment Offer	Hiring Authority makes hiring decision and collaborates with HR to extend conditional offer and initiate next steps like reference and background check
Job Placement	Selected candidate passes reference and background check, as applicable, and is given an employment hire date



Recruitment Information – Countywide Stats

June 1, 2024 – May 30, 2025 Recruitment Information





Recruitment Efforts

- Efforts
 - Partnerships with Colleges and Universities
 - Created streamlined application process
 - Recruiting events- attended 6 in the past 12 months
 - MSEP (Military Spouses Employment Partnership)
 - Improved social media presence for recruitment
 - Competitive County benefits



Recruitment and Retention

- Countywide Retention rate is approximately 88.41%

Efforts:

- Completed K&A classification and compensation study
- Established a Countywide Telework program
- Implemented a Countywide 9/4 flexible schedule
 - Most County offices close at noon on Fridays.
- Implemented additional flexible work schedules, where operationally feasible
- Improved Onboarding process
- Established the Employee of the Year recognition
- Certification Pays
- Safety Recruitment and Retention Bonus, including attorney classifications
- Competitive County benefits and employee engagement activities



County Benefits

- Preferred Provider Organization (PPO) insurance
 - Includes medical, dental, vision, and chiropractic insurance coverage for the employee and their eligible dependents.
 - Flexible Spending Programs
- Onsite Health Center for employees and eligible dependents on County health insurance, includes a Wellness Program
- Employee Assistance Program
- CalPERS Retirement
- Deferred Compensation, including County Matches
- Longevity Pay
- Paid vacation, sick leave, and holidays, including holiday closure
 - Increased Christmas Eve from a half day to a full day
- Allocated monies to the Education Reimbursement Program
- Assist-to-Own Down Payment Assistance Program
 - Sponsored by Golden State Finance Authority



Employee Engagement

- Annual Employee BBQ
- Bi-weekly food trucks onsite
- County newsletter
- Blood Drives
- Offsite Countywide events
 - Grizzly Game
 - Fresno State Football
 - Adventure Park



Questions?