

KINGS COUNTY ORIGINAL

Return to Board of Supervisors
Kings County Government Center
Hanford, CA 93230

MEMORANDUM OF UNDERSTANDING

Annexation of Eight County Islands within the City of Hanford

This Memorandum of Understanding ("MOU") by and between the County of Kings, a political subdivision of the State of California (the "County"), and the City of Hanford, a municipal corporation (the "City"), (collectively the "Parties"), provides as follows:

WHEREAS, there are eight (8) unincorporated territories located wholly within the City ("County Islands") that are more particularly described in the attached Exhibit, which is incorporated herein by reference;

WHEREAS, the County must currently maintain and provide services to the County Islands;

WHEREAS, the County's provision of services to the County Islands creates operational inefficiencies, including, but not limited to, inefficiencies where the City and the County provide the same service to different portions of the same neighborhood within each jurisdiction and crisscrossing the other's territory as it provides said services;

WHEREAS, confusion is generated among some residents as to which jurisdiction is responsible for addressing problems and concerns, or who they should approach to obtain assistance;

WHEREAS, the City is willing to annex the County Islands to improve services and provide better responsiveness to residents about concerns within their affected neighborhoods;

WHEREAS, upon annexation of the County Islands, the County will allocate revenues to the City according to the Master Tax Sharing Agreement as previously negotiated between the Parties;

WHEREAS, the City and the County each have unique concerns about the financial implications of the City's annexation of the County Islands, including the transfer of tax revenues and the cost of new services to be provided by the City;

WHEREAS, the City and the County have agreed to certain terms that will provide a vehicle for addressing a portion of the new costs that will be incurred by the City as a result of the annexation of the County Islands;

WHEREAS, this MOU will provide a clear path for the City to initiate and complete annexation of the County Islands; and

WHEREAS, the City and the County desire to memorialize these terms by executing an MOU.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The recitals set forth above are hereby incorporated into this MOU by this reference.

Kings County Agreement No. 19-093

2. The City will initiate the process to annex the County Islands upon execution of this MOU.

3. The City will utilize a good faith effort to complete the annexation of the County Islands within one (1) year of MOU execution.

4. The County will request that the Kings County Association of Governments ("KCAG") annually allocate one hundred twenty-five thousand dollars (\$125,000) ("Annual Payment") in regional transportation funding, which would normally be transferred to County, to the City for a period of two (2) years. The total cumulative amount allocated to the City shall not exceed two hundred fifty thousand dollars (\$250,000) ("Total Financial Obligation"). The City shall use the Annual Payments, if so allocated by KCAG, for road maintenance costs within the County Islands. The first payment year shall commence upon completion of the annexation of the County Islands. If the amount available through KCAG for an Annual Payment is less than the Annual Payment in any year, County shall continue to annually request the transfer of the maximum regional transportation funding available to the County from KCAG to the City ("Additional Annual Payment") until the Total Financial Obligation has been satisfied. No other source of funding besides the indicated regional transportation funding, including, but not limited to, the County's General Fund, shall be required for any Annual Payment or any Additional Annual Payment.

5. The County Sheriff's Office ("CSO") will provide police services to the County Islands for a two- (2-) year period beginning on the date of annexation of the County Islands, after which time, the City will be responsible for providing such services in perpetuity. The County will provide such services for a period of two (2) years from the date of annexation of the County Islands or three (3) years from the date of the execution of this MOU, whichever is sooner. Notwithstanding the preceding sentence, should the City, through no fault of its own, fail to complete the annexation process for one (1) or more of the individual County Islands within one (1) year of the MOU execution, the termination date of CSO police services to any remaining County Island(s) yet to be annexed shall be extended by the corresponding number of days that the City has been delayed in completing the annexation.

6. This MOU does not amend that agreement for automatic mutual aid for fire services executed by the City and the County, which was effective on December 22, 2015 ("Auto Aid Agreement"). The terms of the Auto Aid Agreement shall remain in full force and effect, and it is the Parties' intent that the terms of that Auto Aid Agreement shall apply to the County Islands after their annexation by the City.

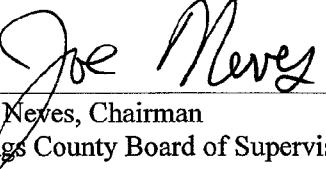
7. The County and the City are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU bestows, is intended to bestow, or shall be construed to bestow any right or benefit, whether directly, indirectly, or otherwise, to any third persons.

8. If an action at law or in equity is necessary to enforce or interpret the terms of this MOU, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which it may be entitled.

9. Amendments to this MOU shall be effective only if they are in writing and signed by both Parties.

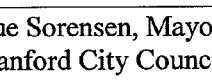
The undersigned representatives, by executing this MOU, covenant that they are authorized to execute this agreement on behalf of their respective public entities.

COUNTY OF KINGS


Joe Neves

Joe Neves, Chairman
Kings County Board of Supervisors

CITY OF HANFORD


Sue Sorensen

Sue Sorensen, Mayor
Hanford City Council

APPROVED AS TO FORM:


Lee Burdick

Lee Burdick, County Counsel

APPROVED AS TO FORM:


Ty Mizote

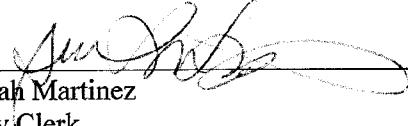
Ty Mizote, Assistant City Attorney

ATTEST


Catherine Venturella

Catherine Venturella
Clerk to the Board of Supervisor

ATTEST


Sarah Martinez

City Clerk

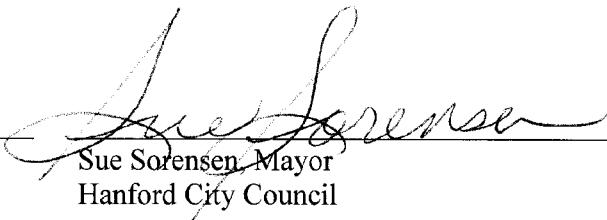
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Kings County Board of Supervisors

CITY OF HANFORD



Sue Sorensen, Mayor
Hanford City Council

APPROVED AS TO FORM:

Lee Burdick, County Counsel

ATTEST

Catherine Venturella
Clerk to the Board of Supervisor

APPROVED AS TO FORM:

Ty Mizote, Assistant City Attorney

ATTEST



Sarah Martinez
City Clerk

ISLAND STUDY - 2016 UPDATE

HANFORD

