

### Board Members

Doug Verboon, District 3, Chairman  
Craig Pedersen, District 4, Vice Chairman  
Joe Neves, District 1  
Richard Valle, District 2  
Richard Fagundes, District 5



### Staff

Rebecca Campbell, County Administrative Officer  
Lee Burdick, County Counsel  
Catherine Venturella, Clerk of the Board

# Board of Supervisors

## Regular Meeting Agenda

**Date:** Tuesday, January 14, 2020  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.

*As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.*

- I. **9:00 AM** CALL TO ORDER  
ROLL CALL – Clerk of the Board  
INVOCATION – JoAnn Hawkins  
PLEDGE OF ALLEGIANCE
  
- II. UNSCHEDULED APPEARANCES  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.*
  
- III. APPROVAL OF MINUTES  
Approval of the minutes from the January 7, 2020 regular meeting.
  
- IV. CONSENT CALENDAR
  - A. **Department of Child Support Services:**  
Consider authorizing out of state travel for Marie Waite, Director of Child Support Services, to attend the 2020 National Child Support Enforcement Policy Forum and Training Conference in Washington, D.C. on February 6-8, 2020.
  - B. **Community Development Agency:**  
Consider adopting a Resolution authorizing the submission of an application to the Department of Housing and Community Development to participate in the 2019 HOME Investment Partnerships Program and authorizing the Community Development Agency Director or Deputy Director-Planning to execute documents in the name of the County.
  - C. **County Counsel:**  
Consider appointing Clarence Lima as Trustee of the Lemoore Cemetery District to a term ending the first Monday of January 2024.
  - D. **Department of Finance:**  
Consider authorizing out of state travel for Rob Knudson, Assistant Director of Finance, Elizabeth Cruz, Senior Accountant Auditor, and Terry Albertson, Accountant, to attend the Central Square 20/20 Educational Networking Conference in Las Vegas, Nevada on March 17-20, 2020.



**CONSENT CALENDAR CONTINUED**

**E. Fire Department:**

Consider approving the administrative Agreement with J.G. Boswell Company effective January 14, 2020 through May 14, 2021 to host professional and specialized trainings on J.G. Boswell properties.

**F. Human Resources:**

Consider adopting the Resolution approving the Department of Human Resources' Records Retention Schedule. **(4/5 vote required)**

**G. Sheriff's Office:**

Consider authorizing out of state travel of Rural Crimes Task Force Investigators Carlos Santos, Benjamin Moore and Kody Holt to the Western States Livestock Investigators Association Annual Training Conference in Reno, Nevada from on March 17-20, 2020.

**H. Administration:**

1. Consider:

- a. Authorizing the County Administrative Officer to sign the Third Amendment to the Senate Bill 1022 construction project Agreement with the Board of State and Community Corrections; and
- b. Authorizing the County Administrative Officer to sign any future amendments and close out documents related to the AB 900 and SB1022 Construction project.

**V.**

**REGULAR AGENDA ITEMS**

**A. Fire Department – Clay Smith/Rick Levy**

Consider adopting a Resolution acknowledging receipt of the Fire Department's annual report pursuant to Sections 13146.2 and 13146.3 of the Health and Safety Code.

**B. Human Services Agency – Sanja Bugay/Antoinette Gonzales**

Consider authorizing the Director of Human Services, or her designee to sign the Allocation Agreement for the Medi-Cal Health Enrollment Navigators Project for the term of January 1, 2020 through December 31, 2021.

**C. Administration – Rebecca Campbell/Julianne Phillips**

1. Consider approving the eighth Amendment to the Tolling Waiver Agreement with the California Department of Water Resources and authoring the County Administrative Officer to sign the Agreement.
2. Consider reappointing members to multiple commissions and advisory boards.
3. Consider approving the 2020 Board and Committee Assignments.

**VI. 10:00 AM PUBLIC HEARING**

**A. Administration – Rebecca Campbell**

**California Public Finance Authority – Caitlin Lanctot**

1. Consider:

- a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for Reliant – Santa Cruz, LP for the Riverfront and Casa del Rio Apartments.



**VII. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS**

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

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

**VIII. CLOSED SESSION**

- ◆ **Deciding to initiate litigation.** 1 case [Govt. Code Section 54956.9 (d)(4)]
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**  
**Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore**
  - **Detention Deputy’s Association**

**IX. ADJOURNMENT**

**The January 21, 2020 meeting has been cancelled due to the observance of Martin Luther King, Jr. Day.** The next regularly scheduled meeting will be held on Tuesday, January 28, 2020, at 9:00 a.m.

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

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

***FUTURE MEETINGS AND EVENTS***

January 21	9:00 AM	Regular Meeting Cancelled due to observance of Martin Luther King Day on January 20, 2020
January 28	9:00 AM	Regular Meeting
January 28	11:00 AM	California Public Finance Authority Regular Meeting
January 28	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
January 28	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
February 4	9:00 AM	Regular Meeting
February 11	9:00 AM	Regular Meeting
February 11	11:00 AM	California Public Finance Authority Regular Meeting

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

**Board Members**

Joe Neves, District 1  
Richard Valle, District 2  
Doug Verboon, District 3  
Craig Pedersen, District 4  
Richard Fagundes, District 5



**Staff**

Rebecca Campbell, County Administrative Officer  
Lee Burdick, County Counsel  
Catherine Venturella, Clerk of the Board

## Board of Supervisors Regular Meeting Action Summary

**Date:** Tuesday, January 7, 2020  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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*As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.*

- I. B1 **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Roger Bradley – Assistant County Administrative Officer  
PLEDGE OF ALLEGIANCE  
ALL MEMBERS PRESENT
- II. B2 **BOARD REORGANIZATION**  
Clerk of the Board/Chairman of the Board  
A. The Office of Chairman of the Board of Supervisors is declared vacant and a call for nominations is made.  
**ACTION: APPOINTED SUPERVISOR VERBOON AS CHAIRMAN FOR 2020 (RF/JN/RV/CP/DV-AYE)**  
B. The Office of Vice-Chairman of the Board of Supervisors is declared vacant and a call for nominations is made.  
**ACTION: APPOINTED SUPERVISOR PEDERSEN AS VICE CHAIRMAN FOR 2020 (RV/JN/CP/RF/DV-AYE)**
- III. B3 **UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.*  
None
- IV. B4 **APPROVAL OF MINUTES**  
Approval of the minutes from the December 17, 2019 regular meeting.  
**ACTION: APPROVED AS PRESENTED (JN/RF/RV/CP/DV -AYE)**





- V. B5 CONSENT CALENDAR**
- A. Behavioral Health:**  
Consider approving the Agreement with Mental Health Systems, Incorporated for the Homeless Mentally Ill Outreach and Treatment Program effective January 7, 2020 through June 30, 2020. **[Agmt 20-001]**
- B. Department of Public Health:**  
Consider authorizing the out-of-state travel request for Public Health Emergency Planners, Nicholas Nevers and Abraham Valencia, to attend the Healthcare Leadership for Mass Casualty Incidents Course in Anniston, Alabama on February 9-15, 2020.
- C. Job Training Office:**  
Consider authorizing the advanced step hire of Jarrell Prichard as an Extra Help Department Specialist III at Salary Range 150.5, Step 5.  
**ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (JN/RF/RV/CP/DV-Aye)**
- VI. REGULAR AGENDA ITEMS**
- B6 A. Community Development Agency – Greg Gatzka**  
Monthly report of the Planning Commission’s actions from their January 6, 2020 meeting.  
**INFORMATION ONLY - NOA**
- B7 B. Administration – Rebecca Campbell/Julianne Phillips**
1. Consider approving the Statement of Work Agreement with Ernst and Young for the Kings County portion of the 12 month audit period ending in June 30, 2020 for auditing services related to the State Water Project. **[Agmt 20-002]**  
**ACTION: APPROVED AS PRESENTED (JN/RF/RV/CP/DV-Aye)**
  2. Consider confirming the appointment of Marie Waite to the position of Director of Child Support Services effective January 6, 2020 and setting the compensation.  
**ACTION: APPROVED AS PRESENTED (JN/RF/RV/CP/DV-Aye)**
  3. Consider authorizing the Chairman to sign a letter of support for an American Academy of Environmental Engineers and Scientists Excellence in Engineering and Science Award.  
**ACTION: APPROVED AS PRESENTED (JN/CP/RV/RF/DV-Aye)**
- VII. B8 BOARD MEMBERS ANNOUNCEMENTS OR REPORTS**
- On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).*
- Supervisor Pedersen stated that when he returned from the holiday break that he had a number of messages from constituents that indicate the need for code enforcement in the County.**
- Supervisor Valle stated that he is looking forward to the year ahead with ground breaking events for curb, gutter and sidewalk projects in Kettleman City and the Veterans Memorial Park in Corcoran.**
- Supervisor Fagundes stated that he enjoyed the holidays with his family.**
- Supervisor Neves that he attended the Kettleman City Water Treatment Facility ribbon cutting on December 18, 2019, the Kings Symphony Concert at the Fox Theater on December 22, 2019 and several retirement parties throughout the month of December. He stated that he attended the ribbon cutting event for the newly merged GAR Bennett on January 6, 2019.**



**Supervisor Verboon stated that he attended the Kettleman City Water Treatment Facility ribbon on December 18, 2019, and the dedication of a portion Highway 41 to Deputy Sheriff Allen Thomas Sharra. He also stated that he attended meetings regarding local Groundwater Sustainability Plans and a potential County Water Policy during the month of December 2019.**

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received a letter from the Department of the Interior, Bureau of Reclamation regarding a petition for temporary transfer and notices of proposed regulatory action relating to waterfowl and mammal hunting seasons for 2020-2021.**
- ◆ **Upcoming Events: Rebecca Campbell stated that the Human Trafficking Event will take place on January 21, 2020.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items will be on an upcoming agenda: Administration – Multiple Board reappointments, Administration -Board committee assignments, Administration – State Water Project Tolling and Waiver Agreement Eighth Amendment, Sheriff – Out-of-state travel, Administration – SB 1022 Phase III Jail Project Agreement Third amendment, Sheriff – Praeses Agreement for inmate communication services, Child Support – Out-of-state travel, Fire – Agreement for Fire Dept. to host trainings on J.G. Boswell Company properties, Human Services Agency– Medi-Cal Expansion Grant, Elections – Elections system grant modification, Administration – legislative platform, Administration – State lobbyist contract, Administration – award of jail medical competency program contract.**

**VIII. B9**

**CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: State of California ex rel. OnTheGo Wireless, LLC v. Cellco Partnership dba Verizon Wireless, et al., Sacramento Court Case No. 34-2012-00127517” [Govt. Code Section 54956.9 (d)(1), (d)(4), (e)(2)]
  - ◆ **Litigation initiated formally.** The title is: BNSF Railway Company v. Alameda County, et al. US District Court Case No. 3:19-cv-07230-JCS [Govt. Code Section 54956.9(d)(1)]
  - ◆ **Significant Exposure to Litigation.** 1 case [Govt. Code Section 54956.9 (d)(2), (e)(2)]
- REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.**

**IX.**

**ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, January 14, 2020, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

January 14	9:00 AM	Regular Meeting
January 14	11:00 AM	California Public Finance Authority Regular Meeting
January 21	9:00 AM	Regular Meeting Cancelled due to observance of Martin Luther King Day on January 20, 2020
January 28	9:00 AM	Regular Meeting
January 28	11:00 AM	California Public Finance Authority Regular Meeting
January 28	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
January 28	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Child Support Services – Marie Waite

**SUBJECT:** OUT OF STATE TRAVEL REQUEST

**SUMMARY:**

**Overview:**

The National Child Support Enforcement Association, (NCSEA) is a nonprofit membership organization representing the child support community. NCSEA's mission is to promote the well-being of children through professional development of its membership, advocacy, and public awareness. NCSEA is sponsoring a 2020 Policy Forum and Training Conference in Washington, D.C. on February 6, 2020 through February 8, 2020.

**Recommendation:**

**Authorize out-of-state travel for Marie Waite, Director of Child Support Services, to attend the 2020 National Child Support Enforcement Association Policy Forum and Training Conference in Washington, D.C., from February 5 through February 9, 2020 including travel time.**

**Fiscal Impact:**

The cost of this travel is estimated to be \$2,500, and is budgeted in the Department's Fiscal Year 2019-2020 Budget. Funds expended for the Kings County Department of Child Support Services are 100 percent State and federally funded resulting in a net zero cost to the County.

**BACKGROUND:**

As child support professionals, staff strives to provide the best possible service to the children and families of Kings County. It is through continued education and training that staff will be able to expand and improve upon the County's programs. The 2020 NCSEA Policy Forum and Training Conference will address issues regarding many changes that the child support system is facing.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **OUT OF STATE TRAVEL REQUEST**

**January 14, 2020**

**Page 2 of 2**

The 2020 NCSEA Policy Forum will continue to focus attention on the changing family demographics and many other subjects critical to the future of the child support program. Workshop presentations from experts in child support and human services will identify the key policy issues that child support programs are facing. The 2020 Policy Forum will assist child support professionals in making a positive impact on the child support program.

Staff respectfully requests that your Board approve the out-of-state travel for Marie Waite to attend the 2020 NCSEA Policy Forum and Training Conference.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Community Development Agency – Greg Gatzka/Alex Hernandez  
**SUBJECT:** 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION  
**SUMMARY:**

**Overview:**

The purpose of this item is to request Board approval to submit an application for HOME Investment Partnerships Program (HOME) funds from the California Department of Housing and Community Development.

**Recommendation:**

**Adopt a Resolution authorizing the submission of an application to the Department of Housing and Community Development to participate in the 2019 HOME Investment Partnerships Program, and authorize the Community Development Agency Director or Deputy Director – Planning to execute all required documents in the name of the County.**

**Fiscal Impact:**

None to the General Fund. County planning staff will prepare the application, and under the existing grant administration agreement with the County, Self-Help Enterprises (SHE) will administer the grant utilizing grant funds.

**BACKGROUND:**

The Community Development Agency received notification from the California Department of Housing and Community Development (HCD) that funds are being made available through a Notice of Funding Availability (NOFA) that was released on October 31, 2019. Staff recommends responding to the NOFA with an application for an allocation of funds not to exceed \$700,000. If funded, the County would offer assistance in the form of deferred payment loans to very-low and low-income first-time homebuyers in need of gap financing (down payment and closing cost assistance) and homeowners in need of housing rehabilitation (correcting safety hazards and code violations, pursuant to the County's First Time Homebuyer Guidelines). Applications are due January 22, 2020.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

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

\*\*\*\*\*

IN THE MATTER OF AUTHORIZING SUBMITTAL ) Resolution No: \_\_\_\_\_  
OF AN APPLICATION TO THE DEPARTMENT )  
OF HOUSING AND COMMUNITY )  
DEVELOPMENT FOR FUNDING FROM THE )  
HOME PROGRAM )

WHEREAS, the California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on October 31, 2019, the Department issued a 2019 Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”); and

WHEREAS, in response to the 2019 HOME NOFA, the County of Kings, a subdivision of the State of California (the “County”), wishes to apply to the Department for, and receive an allocation of, HOME funds.

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

1. The County of Kings in response to the 2019 NOFA, shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Seven Hundred Thousand Dollars (\$700,000) for First-Time Homebuyer activities (with or without Rehabilitation) to assist eligible low-income families within the unincorporated communities of Kings County.

2. If the application for funding is approved, the County of Kings hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The County may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME Program (collectively, the required documents).

3. The Board of Supervisors hereby authorizes the County Community Development Agency Director (Gregory R. Gatzka) or the Deputy Director – Planning (Chuck Kinney) to execute in the name of the County of Kings, the application, all NEPA documents, and the required documents.

The foregoing Resolution was adopted on a motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on this 14<sup>th</sup> day of January, 2020, by the following vote:

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

\_\_\_\_\_  
Doug Verboon, Chairperson  
Kings County Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_ day of January, 2020.

\_\_\_\_\_  
Catherine Venturella  
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 January 14, 2020

**SUBMITTED BY:** County Counsel – Lee Burdick/Diane Walker Freeman

**SUBJECT:** APPOINTMENT OF TRUSTEE TO THE LEMOORE CEMETERY DISTRICT

**SUMMARY:**

**Overview:**

The Lemoore Cemetery District has requested the Board of Supervisors reappoint Trustee Clarence Lima to a new four year term ending the first Monday of January 2024.

**Recommendation:**

**Appoint Clarence Lima as Trustee of the Lemoore Cemetery District to a term ending the first Monday of January 2024.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Health and Safety Code section 9024 authorizes the Board of Supervisors to appoint trustees to public cemetery district boards. The Lemoore Cemetery District has a three-member Board of Trustees. In 2016, the Board of Supervisors appointed Trustee Clarence Lima (“Mr. Lima”) to a four year term expiring the first Monday of January 2020. Mr. Lima is interested in serving a succeeding four (4) year term. Mr. Lima is the only person seeking appointment. The District posted notice of the open position, and no other persons requested appointment. In addition, no other person has expressed an interest by filing an application for appointment with the Clerk of the Board of Supervisors. Accordingly, District Manager Richard Rhoads has requested that the Board of Supervisors reappoint Clarence Lima as Trustee of the Lemoore Cemetery District for a new four (4) year term expiring the first Monday of January 2024.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Department of Finance – James Erb/Rob Knudson

**SUBJECT:** OUT OF STATE TRAVEL

### **SUMMARY:**

#### **Overview:**

The Department of Finance is seeking authorization for Department of Finance employees, Assistant Director of Finance, Rob Knudson, Senior Accountant-Auditor, Elizabeth Cruz, and Accountant-Auditor, Terry Albertson to attend the Central Square 20/20 Educational and Networking Conference in Las Vegas, Nevada on March 17-20, 2020.

#### **Recommendation:**

**Authorize the out-of-state travel request for Department of Finance employees, Rob Knudson, Elizabeth Cruz, and Terry Albertson to attend the Central Square 20/20 Educational and Networking Conference in Las Vegas, Nevada on March 17-20, 2020.**

#### **Fiscal Impact:**

The full cost of the training will not exceed \$6,000. Adequate funds are available in the Finance Department's Fiscal Year 19-20 travel and registration budget (Budget Unit 121000).

### **BACKGROUND:**

Kings County went live with the new financial system, Finance Enterprise, on October 1, 2019. Central Square, the company the County purchased the system from, is having its annual conference March 17-20, 2020. This premier educational and networking event would allow the County's implementation team to learn more efficient ways to use the system. This conference also highlights upcoming projects and facilitates direct contact with other county users, consultants, and staff. It would be very beneficial to attend the educational sessions to learn more about the system and its capabilities as well as to network and meet people who are working with Finance Enterprise. Having access to additional resources and connections that could be made at this conference would be an asset to staff when complex issues and problems arise.

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Fire Department – Clay Smith

**SUBJECT:** ADMINISTRATIVE AGREEMENT FOR THE FIRE DEPARTMENT TO HOST TRAININGS ON J.G. BOSWELL COMPANY PROPERTIES

### **SUMMARY:**

#### **Overview:**

The Fire Department and J.G. Boswell Company request to enter into an updated administrative agreement to host professional and specialized trainings on J.G. Boswell Company properties for Fire Department personnel as well as to enter the property to perform fire inspections.

#### **Recommendation:**

**Approve the administrative agreement between the Fire Department and J.G. Boswell Company effective January 14, 2020 through May 14, 2021 to host professional and specialized trainings on J.G. Boswell properties.**

#### **Fiscal Impact:**

No fiscal impact to the Fire Fund.

### **BACKGROUND:**

The Fire Department has provided fire and emergency medical services to J.G. Boswell Company for many years within the County of Kings. Over the years, the Fire Department determined that J.G. Boswell Company properties are ideal for hosting professional and specialized trainings for Fire Department personnel. J.G. Boswell Company properties are considerable in size, offering both sufficient space for training and elevated buildings for high angle rope rescue. Your Board approved a similar administrative agreement with J.G. Boswell Company on January 24, 2017, Kings County Agreement No. 17-004. The term of the administrative agreement has ended; however, the Fire Department and J.G. Boswell Company are requesting to continue these respective business practices by signing an updated administrative agreement authorizing the Fire Department to utilize their properties for professional and specialized trainings, in addition to conducting fire inspections.

The administrative agreement is approved as to form by County Counsel.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

# J. G. Boswell Company

## Administrative Agreement

For good and valuable consideration, the sufficiency of which the parties hereby acknowledge, all persons or companies who supply goods and services (“Provider”) to the J. G. Boswell Company (“Boswell”), or enter onto Boswell property hereby agree to, sign, return and comply with the requirements of this Administrative Agreement (“Agreement”). This Agreement will be signed and returned to Boswell prior to starting any Boswell work related activity. This signed Agreement shall remain in force in the absence of other written agreements or may be attached by reference within other written agreements between Provider and Boswell. This Agreement includes insurance requirements, safety requirements and information, a hold harmless and indemnification agreement and other terms and conditions.

### **Insurance Requirements**

Provider is required to maintain current and valid comprehensive general liability, auto liability and workers’ compensation insurance as set forth below. Provider is solely responsible to ensure that any subcontractor working on a project related to Boswell is in compliance with these insurance requirements.

- a) Provider shall maintain workers’ compensation insurance at statutory limits and employers’ liability coverage at minimum limits of one million dollars (\$1,000,000). A sole proprietor without employees may be exempted for the above coverage requirements upon approval by Boswell.
- b) Provider shall maintain comprehensive general liability coverage with a minimum, per-occurrence limits of one million dollars (\$1,000,000) for bodily injury and property damage combined.
- c) Provider shall maintain auto liability coverage with a minimum of one million dollars (\$1,000,000). Coverage must extend to any vehicle used in Provider’s business including any vehicle owned, leased, rented or subcontracted.
- d) At all times, Provider shall name Boswell as Additional Insured under its general liability and auto liability. Such insurance shall apply on a primary and non-contributory basis and shall include waiver of subrogation. Providers will supply Boswell with current copies of its policies’ Endorsements evidencing such Additional Insured status and policy coverage limits.

### **Safety Requirements and Information**

- a) All Providers, their subcontractors and representatives, inclusive, shall comply with EPA, OSHA, Cal/OSHA, DOT, DHS, other regulatory standards, and Boswell’s environmental, safety and health, vehicle safety policy, and safe quality food requirements, which may be more stringent, whenever these standards and/or requirements are applicable to the Provider’s work and/or presence on Boswell property. Boswell reserves the right to interpret EPA, OSHA, Cal/OSHA, DOT, DHS, and other environmental, safety and health, food safety and quality requirements that are applicable

to the Provider's work on Boswell property and require immediate corrective action if so needed.

- b) Provider will cooperate with Boswell with regard to workplace safety programs. Provider shall have a current and valid injury and illness prevention program and heat illness prevention program available for inspection by Boswell. Provider shall also make available for inspection any other required safety and health program utilized by Provider that may be related to the work being performed.
- c) There may be multiple hazards either at the job site or on Boswell property or Boswell controlled property on the way to or back from the job site. Prior to starting any job, or entering Boswell property, Provider shall contact their designated Boswell representative for a listing of the potential hazards and the appropriate avoidance, mitigation and first aid procedures.
- d) The speed limit on all Boswell roads is 45 miles per hour, or slower if so posted, or appropriate.
- e) Provider shall obey all California's road rules and driving laws including mandatory seat belt usage while on Boswell property or Boswell controlled property.
- f) Providers agree that they are solely responsible for taking all appropriate steps and implementing all illness and injury prevention programs, heat illness prevention policies and training, hazard communication programs, safety training programs, and other policies, practices and procedures as required by law and in order to provide a safe workplace. Provider additionally agrees to supply any and all safety supplies, equipment, and other materials as required by employee health and safety laws. Provider's obligation includes the duty to inspect the work site prior to starting work in order to discover any potential hazards to the health or welfare of its employees. Provider shall instruct its employees to recognize and report workplace hazards and inform them how to avoid the dangers associated with each specific hazard that is anticipated or discovered.
- g) If Provider, their subcontractors, agents or representatives violate any of the above safety requirements they may be immediately required to cease all activity and leave Boswell property. They will not be allowed to resume their contracted work until Boswell approves their violation's remedy. If Provider fails to comply with the corrective action(s) as dictated by Boswell, Provider's contract with Boswell may be cancelled or suspended, at Boswell's sole discretion.

### **Provider's Representations and Warranties**

Provider represents and warrants that, with respect to any person the Provider engages to provide services to Boswell pursuant to this Agreement, Provider is in compliance with all requirements of federal and state employment and wage and hour laws, including without limitation, the Fair Labor Standards Act, the California Labor Code, and all applicable wage orders of the California Industrial Welfare Commission. Provider therefore represents and warrants that it will timely pay all wages due to its employees, including minimum wages required by law, straight time, overtime, sick pay and any applicable penalties. Provider further represents and warrants that it is in compliance with its obligations concerning insurance, including workers' compensation insurance. Notwithstanding anything herein to the contrary, Provider and not Boswell shall be the common law employer of any individuals providing services on behalf of Provider and Provider (and not Boswell) shall offer health

coverage to Provider's eligible employees in accordance with the Affordable Care Act and applicable regulations.

### **Indemnification and Hold Harmless Agreement**

The Parties agree to indemnify and hold each other harmless from any and all claims, losses, damages, costs or expenses whatsoever including reasonable attorneys fees that they may incur directly or indirectly as a result of this Agreement or other agreements, acts or omissions, breach of any provisions of this Agreement or other agreements or violation of any federal, state, local statute, regulation or ordinance by a Party, any of its employees, supervisors or subcontractors. The Parties further agree to protect, defend, indemnify and hold each other and their employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including the amount of judgment, penalties, interests, court costs and legal fees incurred by each other in defense of the same, arising in favor of any party including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries (including employees), death or damages to property (including the Parties' property), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly out of, the work to be performed by Provider or subcontractor hereunder, except only claims arising out of accidents resulting from sole negligence of Boswell or Provider. Notwithstanding the above, neither party shall be liable for special or conventional losses, including loss of profits.

**Successors.** This Agreement and each of its terms and provisions shall be binding upon the parties and their successors.

**Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**Relationship of Parties.** The parties are separately and independently carrying out their respective businesses and this Agreement does not and shall not create a partnership or joint venture between them; the relationship between them is agreed to be one independent to the other. Neither party shall be liable for injury or damage to person or property caused by the other, its agents or employees, and each party agrees to indemnify and hold harmless the other from any claims, demand or liability on account of such injury or damage. Each party agrees to carry public liability insurance in amounts adequate to protect against such claims, demands, or liabilities, and to provide a copy of a certificate of insurance upon request by the other party.

**Term of the Agreement.** This Agreement shall be in effect for sixteen (16) months from date of signing affixed below.

The parties executed this Agreement effective as of January , 2020 in Kings County, California, by Provider, and Kings County, California, by Boswell.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Anita Roby

By: \_\_\_\_\_

Risk Manager

Title: \_\_\_\_\_

J. G. Boswell Company  
P. O. Box 457  
Corcoran, CA 93212  
aroby@jgboswell.com  
Fax: 559.992.3558

Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Human Resources – Henie Ring/Carolyn Leist

**SUBJECT:** ADOPTION OF A RESOLUTION APPROVING THE DEPARTMENT OF HUMAN RESOURCES' RECORDS RETENTION SCHEDULE

**SUMMARY:**

**Overview:**

Although the law provides for the destruction of certain records, the departments cannot destroy them without authorization from the Board of Supervisors. A Board-approved records retention schedule will permit continuous destruction of records that the Department of Human Resources is no longer required by law to maintain.

**Recommendation:**

Adopt the Resolution approving the Department of Human Resources' Records Retention Schedule. (4/5 vote required)

**Fiscal Impact:**

The Department anticipates savings in the cost of storing obsolete materials.

**BACKGROUND:**

Human Resources (HR) staff attended training with Liebert Cassidy Whitmore (LCW) regarding upcoming and current legislative changes impacting HR. During the training, LCW recommended the consortium members conduct an informal review of their records and update the retention schedules to be consistent with legal requirements in order to alleviate future costs and liability, which may arise from storing unnecessary records.

HR found that it had been retaining records far beyond the legal requirements. With the assistance of County Counsel, HR put together a proposed records retention schedule that is compliant with State law. The proposed

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **ADOPTION OF A RESOLUTION APPROVING THE DEPARTMENT OF HUMAN RESOURCES' RECORDS RETENTION SCHEDULE**

**January 14, 2020**

**Page 2 of 2**

schedule contains a list of the records that HR maintains, classified by type, and the associated legal requirements for the period of time that the records must be maintained. Pursuant to Government Code section 26202, the Board of Supervisors must approve the destruction of County records and must do so by a 4/5 vote. Rather than bring a list of records for destruction to your Board for approval annually, HR is requesting the approval of its records retention schedule allowing ongoing destruction of outdated records, enabling the County to reduce the costs of storage, while ensuring that administrative, fiscal, legal and other record-keeping responsibilities are met. The proposed retention schedule is included as an attachment to the Resolution for your Board's review and approval.

County Counsel has reviewed and approved as to form the Resolution and its attached Records Retention Schedule.



KINGS COUNTY RECORDS RETENTION SCHEDULE

RTC #	Classification	Record Category	Retention Period	Comments/Reference
6100.0	Personnel Records	Personnel files of current employees; applications, performance evaluations, commendations, disciplinary actions, personnel/payroll action forms.	5 years from date of separation.	Secretary of State: T+5 Years – Safety Employees T+3 Years – Non Safety Employees 29 Code of Federal Regulations § 1627.3; Gov. Code § 12946
6100.0	Personnel Records	Personnel files on separated regular, term and extra help employees	5 years from date of separation	Secretary of State: T+5 Years – Safety Employees T+3 Years – Non Safety Employees 29 Code of Federal Regulations § 1627.3; Gov. Code § 12946
6100.0	Personnel Records	Oaths of Disaster Workers	5 years after termination of employment	California Gov. Code § 3105(f)
6100.1	Personnel Records (courts)	All	Destroy – no longer required.	Court employees separated from County in 2002 and are state employees.
6102.0	Recruitments	Recruitment Files	Expiration + 3 years	29 Code of Federal Regulations § 1627.3.
6103.0	Classification Review	Classification Review Files	10 years	Estimated maximum time that a study is used as a reference for other studies
6104.0	Personnel Records	I-9 Employee Verification; form for verification of eligibility to work in the United States	3 years after date of hire or 1 year after employment ends, whichever is greater.	8 Code of Federal Regulations § 274a.2
6105.0	EEO4 Records	EEO4 Reports; required by federal government	3 years after date of submission	Title 29 Code of Federal Regulations §§ 1602.30 – 1602.32.
6106.0	Expense Records		7 years	Finance Department retention period. Auditor also has copies.
6107.0	Correspondence	Personnel correspondence files; matters acted or advised on by the Director- not contained in other files or records.	7 years	Default.
6108.0	Recruitments	Critical elements and Test Files	2 years after superseded or obsolete	Gov. Code § 12946.
6110.0	Recruitments	Applications and eligible registers; lists of eligible candidates for employment.	2 years	Gov. Code § 12946; Title 29 Code of Federal Regulation §§ 1602.30 – 1602.32.
6111.0		Budget Information	Fiscal year + 1 year	Admin also has everything but departmental notes.
6113.0	Appeals/Grievances	Discrimination complaints (grievance & arbitration); grievances and complaints of discrimination including agreements, settlements and arbitrator decisions	5 years after employee separation from employment.	Title 29 Code of Federal Regulations §§ 1602.14, 1602.30-1902.32; Gov. Code § 12946.
6114.0	Personnel Records	Department Files	5 years from date of separation.	Secretary of State: T+5 Years – Safety Employees T+3 Years – Non Safety Employees 29 Code of Federal Regulations § 1627.3; Gov.

				Code § 12946
6115.0	Personnel Records	Medical records; conditional Offer medical examination results, fitness for duty results	5 years from date of separation.	Secretary of State: T+5 Years – Safety Employees T+3 Years – Non Safety Employees 29 Code of Federal Regulations § 1627.3; Gov. Code § 12946
6116.0	Labor Relations	Files/Negotiation notes, handouts, proposals, ground rules, correspondence, contracts, and MOUs	10 years after contract term expires	
	Investigations	Initiated by citizens complaints or internally initiated; includes complaint, reports, findings	5 years after employee separation from employment.	Title 29 Code of Federal Regulations §§ 1602.14, 1602.30-1902.32; Gov. Code § 12946.
	Job Specifications	Job specifications; outlining minimum qualifications as adopted by the Board of Supervisors.	Two years after superseded or obsolete	Title 29 Code of Federal Regulations § 1602.31 and Gov. Code § 12946.
	Position Control	Position control lists; listed in alphabetical order, departmental list of Board authorized positions	Two years after superseded or obsolete	Title 29 Code of Federal Regulations § 1602.31.
	Salary Resolutions	Salary Ordinance Amendments; documentation of salary levels approved by the Board of Supervisors	Permanent	
	Labor Relations	Salary surveys; conducted pursuant to MOU provisions	3 years after final draft approved by the Board of Supervisors	
	Payroll	Timecards and Payroll Printouts Data is submitted electronically to Payroll	4 years	IRS requires 4 years; California Gov. Code § 12946 requires 2 year minimum; Cal. Dept. of Fair Requirements 4 years
	Payroll	Audits by External Agencies	Permanent	
	Payroll	Employee Census Information (Monthly labor Statistics/Multiple Worksite Reports/Annual Labor Reports)	2 years	Gov. Code § 12946; 29 Code of Federal Regulations 1602.31
	Payroll	Employee Documents (Catastrophic Leave Forms); Completed WC Claims – Payroll Processing); Direct Deposit; Deferred Compensation Forms, etc.	3 years after employee separation from employment Workers' Compensation – 5 years	29 Code of Federal Regulations § 516.5 29 Code of Federal Regulation § 1904.33
	Risk Management	Civil claims against the County seeking monetary damages. Including written claims, rejection notices, investigative reports, lawsuits, attorney status	10 years after file closed.	Risk Manager Policy.

		reports, and an accounting of payments to defend or settle claims. Information filed by one of the subjects listed above.		
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300 – Government Code Sections on Records Retention and Dispensation

It is important to note that the decision to retain or destroy a record may be influenced by factors other than the state codes. Some records may be retained beyond the minimum required retention period because of practical reasons of usefulness, historical interest or other reasons such as pending litigation. When establishing disposition schedules, departments are to review applicable codes and comply with recent revisions.

Please note:

Government Code § 26205 provides for the Board to authorize the destruction of any record under the following conditions:

- (a) The record is photographed, microphotographed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data processing system, recorded on optical disk, or reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document and is produced in compliance with Section 12168.7; and
- (b) The device used to reproduce the record on film, optical disk, or any other medium is one that accurately reproduces the original in all details and which does not permit additions, deletions, or changes to the original document images; and
- (c) The photographs, microphotographs, electronically recorded video images on magnetic surfaces, records in the electronic data processing system, records recorded on optical disk, or other reproductions on film or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.

Government Code § 26202 provides for the Board to authorize the destruction of any record which is more than two years old, and which was prepared or received in any manner other under state law, and which is not expressly required by law to be retained if the Board determines by four-fifths (4/5) vote that the retention of the record is no longer necessary or required for county purposes. Such records, papers or documents need not be photographed, reproduced or microfilmed prior to destruction and no copy need be retained.

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

\*\*\*\*\*

IN THE MATTER OF APPROVING THE  
KINGS COUNTY HUMAN RESOURCES  
RECORDS RETENTION SCHEDULE \_\_\_\_\_ /

Resolution No. 20-\_\_\_\_

WHEREAS, the County of Kings (“County”) generates records necessary to performing its functions as a governmental entity and as an employer;

WHEREAS, both California and Federal law provide for periods of time during which records must be maintained and, thereafter, the records can be destroyed;

WHEREAS, pursuant to Government Code section 26202, the destruction of County records requires the approval of the Board of Supervisors by a 4/5 vote;

WHEREAS, the Department of Human Resources has been maintaining its records without the ability to destroy records that are no longer required by law to be maintained;

WHEREAS, Human Resources has compiled a listing of its records classified by type, and the associated legal requirements for the period of time that the records must be maintained which is attached hereto as Exhibit A and incorporated herein as though fully set forth; and

WHEREAS, with the approval of Exhibit A, Human Resources will implement ongoing destruction of records enabling the County to reduce the costs of storage and to ensure that administrative, fiscal, legal and other record-keeping responsibilities are met.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Kings County Board of Supervisors hereby approves the Human Resources Records Retention Schedule attached as Exhibit A allowing for the ongoing destruction of records which are no longer required by law to be maintained.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 14th day of January 2020, by the following vote:

AYES: Supervisors

NOES: Supervisors  
ABSENT: Supervisors  
ABSTAIN: Supervisors

---

Doug Verboon, Chairman of the Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 14th day of January 2020.

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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 January 14, 2020

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** OUT OF STATE TRAVEL

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office is requesting approval for the out of state travel of three Kings County Rural Crimes Task Force Investigators to the Western States Livestock Investigators Association Annual Training Conference in Reno, Nevada from March 17-20, 2020.

**Recommendation:**

**Authorize the out of state travel of Rural Crimes Task Force Investigators Carlos Santos, Benjamin Moore, and Kody Holt to the Western States Livestock Investigators Association Annual Training Conference in Reno, Nevada from March 17-20, 2020.**

**Fiscal Impact:**

The full cost of this training, not to exceed \$2,500, will be paid from the Sheriff's Office Fiscal Year 2019-2020 training budget under Budget Unit 222000.

**BACKGROUND:**

The Rural Crime Task Force investigates any property crime against a farmer, rancher, agricultural-related business, or industry, which takes place in the unincorporated rural areas of Kings County. The Western States Livestock Investigators Association Annual training provides the Investigators with relevant training sessions and networking with other law enforcement agencies that specialize in livestock thefts. This seminar is only being offered in Reno, Nevada and is not offered in California. The seminar is being hosted by the Western States Livestock Investigators Association, which includes many law enforcement agencies, along with livestock owners and other state and local agencies throughout the Western United States.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Administration- Rebecca Campbell/Kyria Martinez

**SUBJECT:** THIRD AMMENDMENT TO THE SB 1022 CONSTRUCTION AGREEMENT  
WITH THE BOARD OF STATE AND COMMUNITY CORRECTIONS

### **SUMMARY:**

#### **Overview:**

On January 16, 2014, the County received an award in the amount up to \$20,000,000 through the Public Safety and Offender Rehabilitation Services Act of 2007 (as amended by Senate Bill (SB) 1022 Adult Local Criminal Justice Facilities Construction Financing Program) for the construction of the third phase of the jail construction project. This amendment will clarify the budget categories on the budget summary table to what was adopted by the Board of State and Community Corrections when the project went out for construction.

#### **Recommendation:**

- a. Authorize the County Administrative Officer to sign the Third Amendment to the Senate Bill 1022 construction project agreement with the Board of State and Community Corrections; and
- b. Authorize the County Administrative Officer to sign any future amendments and close out documents related to the AB 900 and the SB 1022 Construction project.

#### **Fiscal Impact:**

There is no fiscal impact with this action, this allows us to continue to seek reimbursement. The State has already been providing reimbursements on the project, and those reimbursements will eventually total \$19,059,446.

### **BACKGROUND:**

On July 12, 2016, the County, the State Public Works Board (SPWB), CDCR, and the Board of State and Community Corrections (BSCC) entered into a Project Delivery and Construction Agreement, with respect to the design and construction of a local jail facility.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **SB 1022 PHASE III JAIL EXPANSION PROJECT NOTICE OF COMPLETION**

**January 14, 2020**

**Page 2 of 2**

On December 14, 2018, a revised project scope change was approved by the State Public Works Board to add additional concrete to the project triggering the second amendment.

The second agreement extended the agreement term until February 28, 2020. County staff is requesting the project end date be extended for an additional year, until March 1, 2021 to allow the final project close out and auditing to be completed. The project is nearing the end, and the State is moving towards finishing the last invoicing for the project.

On another note, the County is waiting on the State Public Works Board to close out the AB 900 jail project; and is waiting on its last reimbursement claim. It is anticipated to finalize in the spring.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Fire – Clay Smith/Rick Levy  
**SUBJECT:** ANNUAL INSPECTION COMPLIANCE REPORT  
**SUMMARY:**

**Overview:**

The Fire Department is required to report annually to its administering authority on the Department's compliance with enforcement of specified building standards. This includes the annual inspection of certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards.

**Recommendation:**

**Adopt a Resolution acknowledging receipt of the Fire Department's annual report pursuant to Sections 13146.2 and 13146.3 of the Health and Safety Code.**

**Fiscal Impact:**

No fiscal impact to the Fire Fund.

**BACKGROUND:**

Existing law requires that the Fire Department inspect every building used as a public or private school within its jurisdiction, for the purpose of enforcing specified building standards, not less than once each year in accordance with Sections 13146.2 and 13146.3 of the Health and Safety Code (HSC).

Senate Bill No. 1205 was approved by the Governor and chaptered by the Secretary of State on September 27, 2018 to add Section 13146.4 of the Health and Safety Code. This section requires the Fire Department to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3 of the HSC.

The Fire Department has prepared its annual report, which is identified as Attachment A illustrating the department's compliance with enforcement of specified buildings. The administering authority is required to formally acknowledge receipt of the report in a resolution in accordance with Section 13146.4 of the HSC.

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

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

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

\*\*\*\*\*

IN THE MATTER OF ACKNOWLEDGING  
RECEIPT OF THE KINGS COUNTY FIRE  
DEPARTMENT'S ANNUAL REPORTS  
PURSUANT TO SECTIONS 13146.2 AND 13146.3  
OF THE HEALTH AND SAFETY CODE \_\_\_\_\_/

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Section 13146.2 of the Health and Safety Code ("the Code") requires the Kings County Fire Department ("KCFD") to conduct annual inspections of certain structures, including, but not limited to, hotels, motels, lodging houses, and apartment houses within its jurisdiction, for compliance with building standards and other regulations of the State Fire Marshal;

WHEREAS, Section 13146.3 of the Code requires KCFD to conduct annual inspections of all buildings used as a public or private school within its jurisdiction to enforce regulations promulgated pursuant to Section 13143 of the Code; and

WHEREAS, Section 13146.4 of the Code requires the Kings County Board of Supervisors ("the Board"), as the administering authority for KCFD under this section, to acknowledge receipt of KCFD's annual inspection reports in a resolution or similar formal record.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Kings County Board of Supervisors formally acknowledges receipt of the annual reports prepared by the Kings County Fire Department pursuant to Sections 13146.2 and 13146.3 of the Health and Safety Code and presented on the date set forth, below.

2. Said reports shall be attached as Attachment A and fully incorporated into this Resolution as if set forth in full.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 14<sup>TH</sup> day of January 2020, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
, Chairperson of the  
Board of Supervisors,  
County of Kings

WITNESS my hand and seal of said Board of Supervisors this 14th day of January, 2020.

\_\_\_\_\_  
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 January 14, 2020

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Antoinette Gonzales

**SUBJECT:** MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT  
ALLOCATION AGREEMENT

**SUMMARY:**

**Overview:**

The Department of Health Care Services (DHCS) received authority, established by Assembly Bill (AB) 74 (Chapter 23, Statutes 2019), for Medi-Cal outreach and enrollment services called Medi-Cal Health Enrollment Navigators Project. The Human Services Agency (HSA) submitted a proposal, which has been approved by the DHCS. Before the HSA begins implementing the plan, the DHCS requires the HSA Director or designee to sign the Allocation Agreement provided.

**Recommendation:**

**Authorize the Director of the Human Services Agency, or her designee, to sign the Allocation Agreement for the Medi-Cal Health Enrollment Navigators Project for the term of January 1, 2020 through December 31, 2021.**

**Fiscal Impact:**

There is no county match or increase in net county costs associated with this agreement. The DHCS approved the proposed budget amount of \$1,256,619. The funds are available effective January 1, 2020 to December 31, 2021, or as soon as the Allocation Agreement is signed and filed with the DHCS. The funding for the partial year of Fiscal Year (FY) 2019-2020 (1/1/2020 – 6/30/2020) is \$305,780, for the full FY 2020-2021 is \$634,059, and for partial FY 2021-2022 (7/1/2021 – 12/31/2021) is \$316,780.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT ALLOCATION**

#### **AGREEMENT**

**January 14, 2020**

**Page 2 of 3**

#### **BACKGROUND:**

Medi-Cal is California's Medicaid program, funded by the state and federal government and administered by the California DHCS. Medi-Cal is a public health insurance program that pays for a variety of medical services for children and adults with low income and limited resources.

AB 74 (Chapter 23, Statutes 2019) provided the DHCS with a \$60 million appropriation, with 50 percent from the state and 50 percent federal, to implement a Medi-Cal Health Enrollment Navigators Project (Navigators Project). This project will cover a two-year period starting in FY 2019-2020. The Navigators Project's focus is to add additional strategies to provide Medi-Cal services to the following populations residing in hard to reach areas within Kings County:

- Persons with mental health disorder needs
- Persons with substance use disorder needs
- Persons with other disabilities
- Aged
- Persons who are homeless
- Young people of color
- Immigrants and families of mixed immigration status
- Persons with limited English proficiency
- Low-wage workers and their families or dependents
- Uninsured children and foster care youth formerly enrolled in Medi-Cal
- Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision

The DHCS reached out to counties interested in participating in the Navigators Project to submit a proposed plan and budget. The DHCS approved the HSA's proposed plan and budget requesting \$1,256,619 in funds for the two-year period. The DHCS must have on file a signed Allocation Agreement before the HSA can implement the plan.

The HSA's plan is to expand the delivery, enrollment, and retention of Medi-Cal services to the hard to reach communities within the Kings County region. The HSA will promote Medi-Cal education on enrollment through partnerships with community-based organizations who already provide many services to low-income families. The HSA identified the following potential partners: Family Resource Centers (FRCs), Community Based Organizations (CBO), local health clinics, the Public Health Department, Behavioral Health Department, and the Sheriff's Office.

The Kings County FRCs and CBOs provide a variety of services and hold several family oriented events throughout the year. FRCs reported they serviced residents over 6,500 times in FY 2018-2019. Services include but are not limited to, senior luncheons, community food distribution, emergency food and clothing assistance, translation and phone call assistance, immigration services and assistance, parent workshops and many other community events. FRCs and CBOs will collaborate with the HSA as an application assister. They will assist

## **Agenda Item**

### **MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT ALLOCATION AGREEMENT**

**January 14, 2020**

**Page 3 of 3**

residents with the Medi-Cal application and annual renewal process. FRCs and CBOs will have trained designated staff members to provide Medi-Cal navigation services, which will include outreach, enrollment, retention, and information on accessing health care services.

The signed Allocation Agreement is due back to the DHCS before the HSA can begin implementation of the Medi-Cal Health Navigators Project.

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

**ALLOCATION AGREEMENT**  
**MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT**  
**County of Kings**  
State of California – Department of Health Care Services

<b>COUNTY</b>	KINGS		
<b>PROJECT TITLE</b>	Medi-Cal Health Enrollment Navigators Project		
<b>PERFORMANCE PERIOD</b>	January 1, 2020	through	December 31, 2021

Under the terms and conditions of this Agreement, the County agrees to complete Navigators Project efforts as described in the project description, and the State of California, through its Director of the Department of Health Care Services pursuant to AB 74, agrees to fund the County up to the Allocation Amount.

**PROJECT DESCRIPTION**

The County agrees to provide Medi-Cal Health Navigators services and activities pursuant to AB 74, with a focus on one or more of the eleven targeted populations: Persons with mental health disorder needs; Persons with substance use disorder needs; Persons with other disabilities; Aged persons; Persons who are homeless; Young people of color; Persons who are in county jail, in state prison, on state parole, on county probation or under post-release community supervision; Immigrants and families with mixed immigration status; Persons with limited English Proficiency; Low-wage workers and their families, and Uninsured children and youth formerly enrolled in Medi-Cal. The County may target other populations as well. The County shall ensure the needs of the targeted populations are understood and provide information and assistance in a culturally and linguistically appropriate method at no cost to the individual, including the provision of oral interpretation of non-English languages and the translation of written documents when necessary or when requested by the individual to ensure effective communication.

<b>TOTAL ALLOCATION AMOUNT NOT TO EXCEED \$1,256,619</b>	ONE MILLION, TWO HUNDRED FIFTY-SIX THOUSAND, SIX HUNDRED NINETEEN DOLLARS
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The General and Special Provisions attached are made a part of and incorporated into the Agreement.

<b>COUNTY OF KINGS</b>	<b>DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA</b>
1400 W. LACEY BLVD. #8 HANFORD, CA 93230-5962	ATTN: HEALTH ENROLLMENT NAVIGATORS SECTION MEDI-CAL ELIGIBILITY DIVISION PO BOX 997413, MS 4607 SACRAMENTO, CA 95899-7413

BY (AUTHORIZED SIGNATURE):  PRINTED NAME AND TITLE OF PERSON SIGNING:	BY (AUTHORIZED SIGNATURE):  PRINTED NAME AND TITLE OF PERSON SIGNING: Sandra Williams, Division Chief
DATE SIGNED:	DATE SIGNED:

**CERTIFICATION OF FUNDING (FOR STATE USE ONLY)**

AMOUNT OF ALLOCATION \$	AGREEMENT NUMBER «Allocation Number»	FUND –			
ADJ. INCREASING ENCUMBERANCE	APPROPRIATION				
ADJ. DECREASING ENCUMBERANCE	FUNCTION				
TOTAL ALLOCATION AMOUNT \$	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR	
T.B.A NO.	B.R. NO.	INDEX	OBJ.	PCA	PROJECT/WORK PHASE

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER	DATE
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**ALLOCATION AGREEMENT**  
**MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT**  
**County of Kings**  
State of California – Department of Health Care Services

**TERMS AND CONDITIONS OF ALLOCATION**

The County shall be responsible for the performance of the work as set forth herein below and for the preparation of deliverables and reports as specified in this Agreement. The County's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**Special Provisions**

1. County shall complete all work in accordance with an approved Work Plan which will be included in this Agreement as Attachment 2.
2. Rights in Data and Reporting: The County agrees that all data and reports produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such data and reports, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

**General Provisions**

**A. Definitions**

- A. The term "Allocation" as used herein means the Health Navigators Allocation funding authorized by AB 74.
- B. The term "Agreement" as used herein means an allocation agreement between the State and County specifying the payment of Allocation Amount by the State for the performance of Work Plan within the Project Performance Period by the County.
- C. The term "County" as used herein means the party described as the County on page one (1) of this Agreement.
- D. The term "Allocation Amount" as used herein means funds awarded to the County by the State.
- E. The term "Project Performance Period" as used herein means the period of time that the Allocation Amount is available as described on page one (1) of this Agreement.
- F. The term "Project Representative" as used herein means the person authorized by the County to be responsible for the Allocation and is capable of making daily management decisions.
- G. The term "State" as used herein means the Department of Health Care Services.
- H. The term "Community Based Organization," or "CBO," as used herein means a public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community, and provides educational or related services to individuals in the community, as stated in 20 U.S.C.A § 7801(5).

**ALLOCATION AGREEMENT**  
**MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT**  
**County of Kings**  
State of California – Department of Health Care Services

**B. Allocation Execution**

1. County agrees to complete the activities in accordance with the time of the Allocation Performance Period and under the terms and conditions of this Agreement.
2. County shall comply with the provisions of AB 74.
3. County agrees to submit in writing any deviation from the attached Work Plan to the State for approval prior to implementation of changes.

**C. Allocation Costs**

Subject to the availability of Allocation Amount, the State hereby grants to the County funding not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement.

The Allocation Amount to be provided to the County, under this Agreement, may be disbursed as follows:

1. To Community Based Organizations (CBOs): County shall disperse any amount of the Allocation Amount that the county deems appropriate. The County is recommended to collaborate with one or more CBOs to develop, conduct, and implement effective tools and methods to expand Medi-Cal outreach, increase Medi-Cal enrollment and contribute efforts to retention for the uninsured, targeted populations. The County is not required to immediately contract with CBOs in light of the timelines that may be necessary for contracting processes. However, the County will need to demonstrate through required reporting activities on the progress of contracting with CBOs.
2. Indirect administrative costs, including planning, plan documentation, and other administrative costs shall not exceed the amount approved in the Budget Plan, Attachment 1 of the Allocation Amount.

**D. Payment Documentation**

1. All payment requests must be submitted by the County on a quarterly basis using a completed Navigators Project Quarterly Invoice, Attachment 3. The invoice and the deliverables noted below must accompany the invoice as outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted on Page 4.

Budget Plan, Attachment 1  
Work Plan, Attachment 2  
Navigators Project Quarterly Invoice, Attachment 3  
Navigators Project Data Report, Attachment 4  
Quarterly Progress Report, Attachment 5

2. County shall submit all documentation for Allocation completion within 90 days, and final reimbursement within 60 days of Allocation completion, but no later than the end of the Project Performance Period as shown on page one (1).



**ALLOCATION AGREEMENT  
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT**

**County of Kings**

State of California – Department of Health Care Services

3. Payments shall be on the basis of costs incurred.
4. Advance payment for the Allocation is not allowed.

<b>QUARTERLY INVOICE, DELIVERABLES AND PAYMENT SCHEDULE 2019 / 2020 / 2021</b>				
<b>DUE DATE OF DELIVERABLES</b>	<b>COUNTY DELIVERABLES</b>	<b>QUARTERLY PERFORMANCE PERIOD</b>	<b>DHCS REVIEW DEADLINE</b>	<b>*ESTIMATED COMPLETION DATE</b>
11/15/2019	BUDGET / CAP	Invoice for development of Budget Plan	12/31/2019	N/A
11/15/2019	WORK PLAN	N/A	12/31/2019	N/A
4/30/2020	QUARTERLY INVOICES/ PROGRESS REPORT	January, February, March 2020	5/30/2020	6/30/2020
7/31/2020	1 <sup>ST</sup> ANNUAL BUDGET REPORT / ALL REMAINING SFY 2019-20 INVOICES/ PROGRESS REPORT	April, May, June 2020	8/31/2020	9/30/2020
10/31/2020	QUARTERLY INVOICES/ PROGRESS REPORT	July, August, September 2020	11/30/2020	12/31/2020
1/31/2021	QUARTERLY INVOICES/ PROGRESS REPORT	October, November, December 2020	2/28/2021	3/31/2021
4/30/2021	QUARTERLY INVOICES/ PROGRESS REPORT	January, February, March 2021	5/30/2021	6/30/2021
7/31/2021	2 <sup>ND</sup> ANNUAL BUDGET REPORT / ALL REMAINING SFY 2020-21 INVOICES/ PROGRESS REPORT	April, May, June 2021	8/31/2021	9/30/2021
10/31/2021	QUARTERLY INVOICES/ PROGRESS REPORT	July, August, September 2021	11/30/2021	12/31/2021
1/31/2022	QUARTERLY INVOICES/ PROGRESS REPORT ALL REMAINING SFY 2021-22 INVOICE(S)/ 3 <sup>RD</sup> ANNUAL BUDGET REPORT	October, November, December 2021	3/31/2022	4/30/2022

\*Based on 45 calendar days for DHCS' Accounting and the State Controller's Office, per the California Prompt Payment Act.

**ALLOCATION AGREEMENT**  
**MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT**  
**County of Kings**  
State of California – Department of Health Care Services

**Budget Plan Attachment 1**

County is required to use the Budget Plan, Attachment 1. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule above, a Budget Plan must be submitted to, and approved by, DHCS in order to receive the initial payment allocation.

**Work Plan Attachment 2**

County is required to use the Work Plan, Attachment 2. As outlined in the Quarterly Invoice, Deliverable and Payment Schedule noted above, a Work Plan must be submitted to DHCS in order to receive the second quarterly payment. The Work Plan shall include strategies, milestones, and time frames for outreach, enrollment and retention activities completed by the County and its contracted CBOs.

**Navigators Project Invoice Attachment 3**

County is required to use the Navigators Project Invoice, Attachment 3. Invoices must be submitted by the County on a quarterly basis as outlined in the Quarterly Payment and Deliverable Schedule noted above. The Invoice must include detailed budget activity and expenditures for the specific quarter.

Please note: To receive the initial payment allocation, County must submit both an approved Budget Plan and an Invoice.

**Monthly Data Reporting Attachment 4**

County is required to use the Navigators Project Data Report, Attachment 4, or other reporting method as directed by the State. The County is required to submit monthly updates for specific data points regarding the Health Navigators Project, which will be reviewed by the State and subsequently published for public consumption.

**Quarterly Progress Report Attachment 5**

County is required to submit a Quarterly Progress Report, Attachment 5. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted above, Quarterly Progress reports will be required starting with the third quarter (January through March 2020) reporting period. The County must provide a progress report to measure and document progress-to-date on the work plan objectives and performance goals. The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

**E. Allocation Termination or Withdrawal**

1. County may withdraw from the Health Navigators Allocation Funding by notifying the State in writing at any time of the request to withdraw from further participation. Once the withdraw request is received, the State will contact the County to complete close out tasks.
2. County may unilaterally rescind this Agreement at any time prior to the commencement of the Allocation. After Allocation commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
3. Failure by the County to comply with the terms of this Agreement may be cause for terminating all obligations of the State for additional Allocation payments.

**ALLOCATION AGREEMENT**  
**MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT**  
**County of Kings**  
State of California – Department of Health Care Services

**F. Loss of Allocation Amount**

The following actions may result in a partial or full loss of the approved Allocation Amount allocated to the County.

1. A County fails to return a signed Agreement to DHCS within 60 days of receipt of the Agreement.
2. A County fails to produce satisfactory Invoices and Deliverables as outlined in the Quarterly Invoice and Deliverable Schedule noted on Page 5.
3. A County withdraws from the Allocation Agreement.
4. A County fails to submit a satisfactory Corrective Action Plan (CAP).
  - i. This action shall result in a 50 percent reduction of the total Allocation Amount.

**G. Hold Harmless**

1. County agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. County agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demand costs, expenses or liability costs arising out of legal actions pursuant to items to which the County has certified. County acknowledges that it is solely responsible for compliance with items to which it has certified.

**H. Financial Records**

1. County agrees to maintain satisfactory financial accounts, documents and records for the Allocation and to make them available to the State for auditing at reasonable times. County also agrees to retain such financial accounts, documents and records for three years following Allocation termination or completion.
2. County and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. County agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. County agrees to use a generally accepted accounting system.

**I. Audit**

1. Allocations are subject to audit by the State for three years following the final payment of Allocation Amount. The purpose of this audit is to verify that Allocation expenditures were properly documented. Counties will be contacted at least 30 days in advance of an audit.

**ALLOCATION AGREEMENT  
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT**

**County of Kings**

State of California – Department of Health Care Services

2. Audit will include all books, papers, accounts, documents, or other records of the County, as they relate to the Allocation for which the State authorized Allocation Amount. The County shall have the Allocation records, including the sources documents and cancelled warrants, readily available to the State.
3. County must also provide an employee having knowledge of the Allocation and the accounting procedure or system to assist the State's auditor. The County shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Allocation records must be retained for at least one year following an audit or final disputed audit findings.

**J. Nondiscrimination**

1. County shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap when conducting Health Navigators efforts pursuant to this Agreement and in compliance with the Americans with Disabilities Act.
2. County shall ensure the security, privacy and confidentiality of each enrollee.

**K. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Attachment 6**

1. Counties shall ensure security of privacy and confidentiality of each consumer application and comply with HIPAA requirements as set forth by law in accordance with Attachment 6.

**COUNTY OF KINGS  
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT  
BUDGET PLAN**

Upon concurrent signature of the County Allocation Agreement (Agreement), the county is authorized to use funds for the approved purposes. Any proposed changes to this approved funding agreement requires written approval by DHCS prior to implementing the changes.

Cumulative transfers among annual budget line items are allowed as long as the amount does not exceed five percent (5%) of the current total approved budget.

Medi-Cal Navigators Project (AB 74)	Time Base (FTEs)	SFY 1	SFY 2	SFY 3	Total
		1/01/20 – 6/30/20	7/1/20 – 6/30/21	7/1/21 – 12/31/21	Amount
<b>Personnel Staff</b>					
-Eligibility Worker	1.00	\$ 56,038.00	\$ 112,076.00	\$ 56,038.00	\$ 224,152.00
-Admin cost	0.25	\$ 18,679.00	\$ 37,359.00	\$ 18,679.00	\$ 74,717.00
<b>Personnel Staff for KCOE (FRC)</b>					\$ -
-FRC Case Advisor	0.50	\$ 11,000.00	\$ 22,000.00	\$ 11,000.00	\$ 44,000.00
-2-RFC Specialist-add on stipend		\$ 1,600.00	\$ 3,200.00	\$ 1,600.00	\$ 6,400.00
-2-FRC Assistant add on stipend		\$ 1,600.00	\$ 3,200.00	\$ 1,600.00	\$ 6,400.00
Benefits		\$ 5,250.00	\$ 10,500.00	\$ 5,250.00	\$ 21,000.00
<b>Personnel Staff for KCAO (FRC)</b>					\$ -
-Program Director	0.04	\$ 630.00	\$ 1,300.00	\$ 630.00	\$ 2,560.00
-Program Manager	0.12	\$ 4,000.00	\$ 8,100.00	\$ 4,000.00	\$ 16,100.00
-Program assistant	0.50	\$ 6,875.00	\$ 14,200.00	\$ 6,875.00	\$ 27,950.00
-Home Advisor	0.50	\$ 8,750.00	\$ 18,000.00	\$ 8,750.00	\$ 35,500.00
Benefits		\$ 13,000.00	\$ 26,000.00	\$ 13,000.00	\$ 52,000.00
<b>Total Personnel Expenses</b>	<b>2.91</b>	<b>\$ 127,422.00</b>	<b>\$ 255,935.00</b>	<b>\$ 127,422.00</b>	<b>\$ 510,779.00</b>
<b>Non-Personnel – Direct Costs</b>					
<b>Non-Personnel – Direct Costs for HSA</b>					\$ -
-Equipment		\$ 3,000.00			\$ 3,000.00
<b>Non-Personnel – Direct Cost for KCOE</b>					
-Office Expenses		\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 2,400.00
-Equipment		\$ 375.00	\$ 750.00	\$ 375.00	\$ 1,500.00
-Travel		\$ 250.00	\$ 500.00	\$ 250.00	\$ 1,000.00
-Training		\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00
-Conference/Meetings		\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00
-Outreach Material		\$ 2,750.00	\$ 5,500.00	\$ 2,750.00	\$ 11,000.00
<b>Non-Personnel – Direct Cost for KCAO</b>					
-Office Expenses		\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 28,000.00
-Equipment		\$ 2,000.00	\$ 1,500.00	\$ 750.00	\$ 4,250.00
-Travel		\$ 600.00	\$ 1,800.00	\$ 600.00	\$ 3,000.00
-Training		\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00
-Conferences/Meetings		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
-Outreach Material		\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 6,000.00
-Total Budget for All CBOs (Commission on Aging)		\$	\$ 30,500.00	\$ 15,250.00	\$ 45,750.00
-Other Costs: Avenal & Corcoran FRCs		\$ 150,000.00	\$ 300,000.00	\$ 150,000.00	\$ -
<b>Total Direct Costs</b>		<b>\$ 171,075.00</b>	<b>\$ 363,750.00</b>	<b>\$ 182,075.00</b>	<b>\$ 116,900.00</b>
<b>Non-Personnel – Indirect Costs</b>					
-KCOE Total Indirect Costs @ 9.82%		\$ 2,468.00	\$ 4,934.00	\$ 2,468.00	\$ 9,870.00
-KCAO Total Indirect Costs @ 10.5%		\$ 4,815.00	\$ 9,440.00	\$ 4,815.00	\$ 19,070.00
<b>Total Indirect Costs</b>		<b>\$ 7,283.00</b>	<b>\$ 14,374.00</b>	<b>\$ 7,283.00</b>	<b>\$ 28,940.00</b>
<b>Total Personnel Expenses</b>		<b>\$ 127,422.00</b>	<b>\$ 255,935.00</b>	<b>\$ 127,422.00</b>	<b>\$ 510,779.00</b>
<b>Total Direct Costs</b>		<b>\$ 171,075.00</b>	<b>\$ 363,750.00</b>	<b>\$ 182,075.00</b>	<b>\$ 716,900.00</b>
<b>Total Indirect Costs @ %</b>		<b>\$ 7,283.00</b>	<b>\$ 14,374.00</b>	<b>\$ 7,283.00</b>	<b>\$ 28,940.00</b>
<b>Grand Total</b>		<b>\$ 305,780.00</b>	<b>\$ 634,059.00</b>	<b>\$ 316,780.00</b>	<b>\$ 1,256,619.00</b>

















**Health Navigators Project  
Quarterly Invoice**



COUNTY NAME: \_\_\_\_\_

STATE FISCAL YEAR \_\_\_\_\_

VENDOR ID #: \_\_\_\_\_

BILLING PERIOD \_\_\_\_\_

INVOICE #: HNP \_\_\_\_\_

AUTHORIZATION: AB 74 | CH 23 | STATUTES OF 2019

BUDGET CATEGORIES (PER CONTRACT)	APPROVED BUDGET	PRIOR AMOUNT EXPENDED	EXPENSES BILLED THIS QUARTER	FOR DHCS USE ONLY		AMOUNT EXPENDED TO DATE	REMAINING BALANCE
				ADJUSTMENT	APPROVED AMOUNT		
<b>PERSONNEL EXPENSES</b>							
Full-Time Staff							
Part-Time Staff							
Benefits _____%							
<b>TOTAL PERSONNEL EXPENSES</b>	\$0.00	\$0.00	\$0.00				
<b>OPERATING EXPENSES</b>							
Office Expenses							
Equipment							
Travel							
Training							
Conferences/Meetings							
Outreach Materials							
Other Costs [itemize each expense]							
Total Budget for all CBO's							
Indirect Costs _____%*							
<b>TOTAL OPERATING EXPENSES</b>	\$0.00	\$0.00	\$0.00				

\* CANNOT EXCEED MUTUALLY AGREED UPON AMOUNT OF TOTAL FUNDS ALLOCATED.

BUDGET CATEGORIES (PER CONTRACT)	APPROVED BUDGET	PRIOR AMOUNT EXPENDED	EXPENSES BILLED THIS QUARTER	FOR DHCS USE ONLY		AMOUNT EXPENDED TO DATE	REMAINING BALANCE
				ADJUSTMENT	APPROVED AMOUNT		
<b>OTHER EXPENSES**</b>							
CBO Name							
CBO Name							
CBO Name							
CBO Name							
CBO Name							
CBO Name							
<b>TOTAL OTHER EXPENSES</b>	\$0.00	\$0.00	\$0.00				

**Health Navigators Project  
Quarterly Invoice**

<b>TOTAL OF ALL EXPENSES</b>	\$0.00	\$0.00	\$0.00				
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**\*\* CBO Invoices must be attached to invoice, if applicable**

I certify that the expenditures claimed represent actual expenses for the service performed under this allocation.

<b>Sign in blue ink only</b>	
_____	_____
County Navigators Project Financial Officer (print)	Signature
<b>Sign in blue ink only</b>	
_____	_____
County Navigators Project Director (print)	Signature



County Name: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

State Fiscal Year: \_\_\_\_\_

#	Date Assisted	Person Encountered (Last Name, First Name)	Social Security Number	CIN #	Date of Birth	Address	Age			Data Points (6)						Target Populations (11)												
							Children: Ages 0-18	Adults: Ages 19-64	Adults: Ages 65+	Outreach	Assisted with Application	Enrolled	Assisted with Accessing & Utilizing Health Care Services	Assisted with Troubleshooting	Retained	Mental Health Disorders	Substance Use Disorders	Other Disabilities	Aged Persons	Homeless	Young People of Color	Immigrants & Families of Mixed Immigration Status	Limited English Proficiency	Low-Wage Workers and their Families or Dependents	Uninsured Children or Youth Formerly Enrolled in Medi-Cal	Persons who are in County Jail, State Prison, on State Parole, on County Probation, or under Post-Release Community Supervision		
							A 1	A 2	A 3	DP 1	DP 2	DP 3	DP 4	DP 5	DP 6	TP 1	TP 2	TP 3	TP 4	TP 5	TP 6	TP 7	TP 8	TP 9	TP 10	TP 11		
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**DHCS Health Enrollment Navigators Project  
Quarterly Progress Report Program Planning and  
Startup, Navigation Activities, Retention, and  
Tracking and Reporting**

County: \_\_\_\_\_

Quarter: \_\_\_\_\_

**Instructions:** Report the progress your county achieved during the quarter and year-to-date (YTD) towards each work plan objective. This report is comprised of a brief narrative and completion of the chart described below for each Navigators Project objective.

**Narrative** (2-10 pages depending on the complexity of your Navigators Project efforts):

- Describe the activities carried out this reporting period to meet the objectives, as described in your work plan. Briefly describe indicators or benchmarks used and progress to date. If you worked with any community-based organizations (CBOs), please indicate who they are and what did they do for the project.
  - What did you accomplish during this reporting period? Did you use indicators or benchmarks to determine your progress? How many Medi-Cal enrollments resulted from your Medi-Cal Navigators Project efforts?
- Describe any practices or innovative strategies that were successful and can serve as a model for others or that your county can build upon.
- Describe project activities or successes not identified in the work plan that were a spin off of work plan activities.
- Describe which, if any, proposed activities were not completed.
  - If the activities completed differ from your proposal, what caused these changes? Were activities delayed and if so, why? Will these activities be completed? When and how? Are there any activities you will not be able to complete during the course of your grant?
- Describe any products developed and data sources used.
- Describe AB 74 population group impacted by your Navigators Project efforts.
- Describe any challenges or barriers encountered and proposed solutions.
- Describe whether your department/agency or partnering organizations received funding from other foundations, corporations, or government bodies for the Medi-Cal Navigators Project efforts currently being supported by this allocation funding opportunity.
  - If applicable, please give each funder's name, the amount of funding provided, and when it was provided. If the support is in-kind and you can estimate the dollar amount, provide that figure; if it is in-kind and you cannot estimate the amount, do not include it.
- Describe whether DHCS assisted or failed to assist you in any way during this time period.
  - Have DHCS' instructions and messages been consistent or have you gotten different messages from different DHCS staff?
- If you chose to do so, describe anything else you would like to share with DHCS pertaining to the Medi-Cal Navigators Project.
  - Please include an addendum to the report, if needed. Feel free to tell us about any other unexpected issues, concerns, or successes you have had during this reporting period.

**Exhibit A**

- Using your approved work plan as a blueprint, discuss the progress made on each of your objectives. Quantify your progress whenever possible (e.g., number of people enrolled, enrollment percentages, etc).
- Indicate whether the information provided in this attachment pertains to Outreach, Enrollment, Retention, or any combination of the three, efforts accomplished or attempted during the reporting period.

**DHCS Health Enrollment Navigators Project  
Quarterly Progress Report Template**

<b>County:</b>	<b>Reporting Period:</b>
----------------	--------------------------

Check the appropriate box to identify the Navigators Project objective (you may check one or more box below):

- Program Planning and Startup     
  Navigation Activities     
  Retention     
  Tracking and Reporting

<b>Major Deliverables and Activities</b>	<b>AB 74 Target Population Reached</b>	<b>Materials</b>	<b>Staff and/or CBO's Used</b>	<b>Status</b>	<b>Performance Measures and Data Collection</b>
<i>Include reference to the major outcome objectives indicated in your work plan</i>	<i>Specify target audience</i>	<i>Specify all materials developed, finalized, or distributed (radio/TV/print ads; brochures, flyers, etc.) using allocation funds</i>	<i>Indicate staff responsible and/or CBO's used</i>	<i>Indicate the completion date. If not completed, indicate the projected completion date. Provide a reason if date is different than on the approved work plan.</i>	<i>Provide achievements, percentages, and numbers for the quarter and YTD that document achievements.</i>



## Attachment 6

### Applicability to Allocation Agreement

This Business Associate Addendum (BAA) has been prepared for use solely in connection with the "Allocation Agreement – Medi-Cal Health Enrollment Navigators Project between County and the Department of Health Care Services (DHCS). The following conditions apply, to the extent that performance of the Allocation Agreement by County results in County having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

- A. If the county business unit entering into the Allocation Agreement on behalf of County is the same county business unit that performs Medi-Cal eligibility services on behalf of DHCS, and County has made a separate Privacy and Security Agreement with DHCS, then this BAA does not apply, and the Allocation Agreement shall instead be subject to the provisions of the Privacy and Security Agreement.
- B. If the county business unit or other entity entering into the Allocation Agreement is not the same county business unit that performs Medi-Cal eligibility services on behalf of DHCS, or County has not made a separate Privacy and Security Agreement with DHCS, then the following BAA does apply to the Allocation Agreement.

### Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."



6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA if done by DHCS.

7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

## 8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## 9. Additional Responsibilities of Business Associate

9.1 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

### 9.2 Safeguards and Security.

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with

its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

**9.2.2.1** NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

**9.2.2.2** FedRAMP – Federal Risk and Authorization Management Program

**9.2.2.3** PCI – PCI Security Standards Council

**9.2.2.4** ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

**9.2.2.5** IRS PUB 1075 – Internal Revenue Service Publication 1075

**9.2.2.6** HITRUST CSF – HITRUST Common Security Framework

**9.2.3** Business Associate shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

**9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

**9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

**9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

**9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

**10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

**11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

**12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

**13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

**14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

**15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

**16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or

received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

**18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to DHCS.**

**18.1.1** Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

**18.1.2** Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

**18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

**18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

**18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

**18.1.2.4** Potential loss of confidential data affecting this Agreement.

**18.1.3** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

**18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and

**18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

**18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.

**18.3 Complete Report.** To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

**18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

**18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

**18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**18.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Office</b>	<b>DHCS Information Security Office</b>
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>

**19. Responsibility of DHCS.** DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**20. Audits, Inspection and Enforcement**



- 20.1** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.
- 20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

## 21. Termination

- 21.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:
- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
- 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.
- 21.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

## 22. Miscellaneous Provisions

- 22.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.
- 22.2. Amendment.**
- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.
- 22.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

**22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell/Julianne Phillips

**SUBJECT:** EIGHTH AMENDMENT TO TOLLING AND WAIVER AGREEMENT  
BETWEEN COUNTY OF KINGS AND THE CALIFORNIA DEPARTMENT OF  
WATER RESOURCES

**SUMMARY:**

**Overview:**

In 2007, the County of Kings and the California Department of Water Resources (DWR) entered into a Tolling and Waiver Agreement (Agreement) and thereafter entered into several amendments. The seventh and most recent amendment tolled the statute of limitations until December 31, 2019. The eighth amendment will extend the tolling period to December 31, 2021.

**Recommendation:**

**Approve the Eighth Amendment to the Tolling Waiver Agreement between the County of Kings and the California Department of Water Resources and authorize the County Administrative Officer to sign the agreement on behalf of the County.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The Agreement tolls the statute of limitations with regard to certain claims. These claims, with certain exceptions, related to DWR's bills for calendar years 2007-2021, but do not include bills for subsequent years. This agreement is between the DWR and all 27 State Water Contractors enumerated in Attachment Four of the agreement. The Eighth Amendment to the Agreement will extend the tolling period from December 31, 2010 to December 31, 2021.

The purpose of approving the Eighth Amendment is to extend the tolling period beyond December 31, 2019 when the previous amendment expired. The extension of the tolling period preserves the County's right as a State Water Project Contractor to pursue claims under the Agreement without having to formally protest or take other legal action to do so.

(Cont'd)

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **EIGHTH AMEDMENT TO TOLLING AND WAIVER AGREEMENT BETWEEN COUNTY OF KINGS AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

**January 14, 2020**

**Page 2 of 2**

The claims preserved under this agreement relate to:

1. The Metropolitan Claim.
2. The use of revenue bond proceeds and commercial note proceeds to pay the costs incurred for the enhancement of fish and wildlife or for the development of public recreation.
3. The related establishment, restatement, or adjustment of charges and rate reductions under the State Water Contracts.
4. The accounting for costs of the San Joaquin Valley Drainage Program.
5. The allocation of costs for certain facilities in the Delta to the purpose of development of public recreation and the enhancement of fish and wildlife.
6. Bills to the State Water Contractors for calendar years 2007-2021.

The full text of the Eighth Amendment to the Tolling and Waiver Agreement is attached.



## **EIGHTH AMENDMENT TO TOLLING AND WAIVER AGREEMENT**

This EIGHTH AMENDMENT TO TOLLING AND WAIVER AGREEMENT (“Eighth Amendment”), which shall be effective as of December 15, 2019 (“Effective Date of Eighth Amendment”), is entered into by and between \_\_\_\_\_ (“AGENCY”) and the CALIFORNIA DEPARTMENT OF WATER RESOURCES (“DWR”). AGENCY and DWR are referred to individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

A. In 2007, the Parties entered into a Tolling and Waiver Agreement (“Agreement”), and thereafter entered into the First Amendment with an effective date of December 15, 2007 (“First Amendment”), Second Amendment with an effective date of December 15, 2008 (“Second Amendment”), Third Amendment with an effective date of September 15, 2009 (“Third Amendment”), Fourth Amendment with an effective date of December 15, 2010 (“Fourth Amendment”), Fifth Amendment with an effective date of December 15, 2012 (“Fifth Amendment”), Sixth Amendment with an effective date of December 15, 2015 (“Sixth Amendment”) and Seventh Amendment with an effective date of December 15, 2017 (“Seventh Amendment”). Except as otherwise set forth in this Eighth Amendment, capitalized terms have the meanings given to such terms in the Agreement, as amended.

B. Among other things, the Agreement, as currently amended through the Seventh Amendment, tolls the statute of limitations with regard to certain Claims beginning with the Effective Date of the Agreement through and including December 31, 2019. The Claims specified in the Agreement, as amended through the Seventh Amendment, include, with certain exceptions, DWR’s bills to the Contractors for calendar years 2007 through and including 2020, but do not include bills for subsequent years.

C. Thus, in the absence of an amendment to extend the tolling period beyond December 31, 2019, AGENCY will be required to formally protest and/or take other legal action to preserve its rights to pursue Claims under the Agreement, as amended, upon expiration of the tolling period on December 31, 2019. In addition, in the absence of an amendment to the

Agreement regarding the SWP bills for 2021 and 2022, AGENCY will be required to formally protest its SWP bills for 2021 and 2022 and/or take other legal action to preserve any claims it may have with respect to such bills.

D. The Parties currently are engaged in good faith discussions concerning a possible resolution of the claims related to the SWP bills issued for calendar years 2007 through and including 2020, and certain other claims related to the State Water Project. In order to facilitate these discussions, the Parties agree that the applicable tolling period for pursuing Claims as set out in the Agreement, as amended, (with the exception of the issues set out in Exhibit 1, Exhibit 2A , Exhibit 2B and Exhibit 2C) should be extended through December 31, 2021 and that claims related to the SWP bills issued by DWR for 2021 and 2022, including any revisions made on or before December 31, 2021, should also be tolled.

E. The Parties also recognize that there may be issues that they are not able to resolve through good faith discussions and that a Party to this Agreement and/or a Contractor which has entered into a similar, but separate, tolling and waiver agreement with DWR may desire to seek formal dispute resolution or other legal action on such issues before the end of the tolling period on December 31, 2021. Accordingly, the Parties have included procedures in this Agreement, as amended, and DWR has included similar procedures in its tolling and waiver agreements with other Contractors to allow any party (including DWR) to exclude issues from the tolling provisions before the end of the tolling period and to have such exclusion apply to and bind DWR and all other Contractors with tolling and waiver agreements with DWR.

**NOW, THEREFORE**, AGENCY and DWR, for good and adequate consideration, the sufficiency of which is hereby acknowledged, agree to the following:

**TERMS OF EIGHTH AMENDMENT**

1. The text in Paragraph 1(b) of the Agreement, as amended by the Seventh Amendment, is deleted in its entirety and replaced with the following text, shown here in italics:

Eighth Amendment to  
Tolling and Waiver Agreement

*(b) (i) The term “Claims” is broadly defined to include any and all claims for relief, actions, suits, causes of action, damages, debts, costs, demands, losses, liabilities and obligations of whatever nature, whether legal or equitable, and notices of contest under Article 29(i) of the State Water Contracts (or with regard to Alameda County Water District, Alameda County Flood Control and Water Conservation District, Zone 7 and Santa Clara Valley Water District, notices of contest under Article 29(k) of the State Water Contracts) that arise out of or are related to: (1) the Metropolitan Claim; (2) the use, prior to July 1, 2006, of revenue bond proceeds and commercial paper note proceeds to pay “costs incurred for the enhancement of fish and wildlife or for the development of public recreation”; (3) the related establishment, restatement or adjustment of charges and rate reductions under the State Water Contracts; (4) the accounting for the costs of the San Joaquin Drainage Program; (5) the allocation of the costs of certain facilities in the Delta to the purposes of the development of public recreation and the enhancement of fish and wildlife; (6) DWR’s bills to the Contractors for calendar years 2007 through and including 2022, including any revisions to such bills made on or before December 31, 2021; provided that the term “Claims” does not include the issue set out in Exhibit 1, attached hereto, effective January 1, 2009; the issues set out in Exhibit 2A, attached hereto, effective January 1, 2016, the issues set out in Exhibit 2B, attached hereto, effective January 1, 2018 and the issues set out in Exhibit 2C, attached hereto, effective January 1, 2020. To the extent the issue set out in Exhibit 1 was heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issue as used in Paragraph 4 shall be deemed to be December 31, 2008. To the extent the issues set out in Exhibit 2A were heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issues as used in Paragraph 4 shall be deemed to be December 31, 2015. To the extent the issues set out in Exhibit 2B were heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issues as used in Paragraph 4 shall be deemed to be December 31, 2017. To the extent the issues set out in Exhibit 2C were heretofore included within the term “Claims”, the Tolling Period Expiration Date for such issues as used in Paragraph 4 shall be deemed to be December 31, 2019. In addition, the term “Claims” shall not*

Eighth Amendment to  
Tolling and Waiver Agreement

*include any issue to the extent such issue is excluded from the term "Claims" pursuant to the provisions of Paragraph 1(b)(ii) or 1(b)(iii)*

*(ii) Any Party (including DWR) to this Agreement may elect to remove one or more of the issues set out in Exhibit 3 from the term "Claims" by giving 60 days advance written notice to DWR and the other Contractors which have tolling and waiver agreements with DWR with a tolling period expiration date that has been extended to December 31, 2021. Such notice shall specify the effective date of such exclusion and shall apply to and be binding upon DWR and the other Contractors listed in Exhibit 4 which have a tolling and waiver agreement with DWR with a tolling period expiration date that has been extended to December 31, 2021. Exhibit 4 contains a listing of all water contractors which entered into the previous tolling and waiver agreement amendment extending the tolling period to December 31, 2019, and which are expected to enter into amendments to extend their tolling periods to December 31, 2021. To be effective, such notice must be received by DWR and shall be effective as to all other Contractors with tolling and waiver agreements with DWR with a tolling period expiration date that has been extended to December 31, 2021, even if one or more of such Contractors do not receive such notice. The effect of such notice by one Party or by any Contractor with a tolling and waiver agreement with DWR shall be to exclude such issue or issues from the term "Claims" in this Agreement and in the tolling and waiver agreements of DWR and the other Contractors listed in Exhibit 4 with a tolling period expiration date that has been extended to December 31, 2021. To the extent the issue or issues set out in the notice were heretofore included within the term "Claims", the Tolling Period Expiration Date for each such issue as used in Paragraph 4 shall be the issue exclusion date so specified in the notice.*

*(iii) Any Party (including DWR) to this Agreement may elect to remove one or more issues (other than those listed in Exhibit 3, which are addressed in Paragraph 1(b)(ii)) from the definition of the term "Claims" by giving 120 days advance written notice to DWR and the other Contractors which have tolling and waiver agreements with DWR with a tolling period expiration date that has been extended to December 31, 2021;*

Eighth Amendment to  
Tolling and Waiver Agreement

*provided, however, that such Party (if other than DWR) shall notify DWR at least 30 days in advance of the issuance of such 120 day notice and allow DWR the opportunity to discuss the matter with that Party. The Party shall use its best efforts to describe clearly in the notice the issue or issues to be excluded and shall specify the effective date of such exclusion. The notice shall apply to and be binding upon DWR and the other Contractors listed in Exhibit 4 which have a tolling and waiver agreement with DWR with a tolling period expiration date that has been extended to December 31, 2021. To be effective, such notice must be received by DWR and shall be effective as to all other Contractors with tolling and waiver agreements with DWR with a tolling period expiration date that has been extended to December 31, 2021, even if one or more of such Contractors do not receive such notice. The effect of such notice by one Party or by any Contractor with a tolling and waiver agreement with DWR shall be to exclude such issue or issues from the term "Claims" in this Agreement and in the tolling and waiver agreements of DWR and the other Contractors listed in Exhibit 4 with a tolling period expiration date that has been extended to December 31, 2021. To the extent the issue or issues set out in the notice were heretofore included within the term "Claims", the Tolling Period Expiration Date for each such issue as used in Paragraph 4 shall be the issue exclusion date so specified in the notice.*

2. The text in Paragraph 4 of the Agreement, as amended by the Seventh Amendment, is deleted in its entirety and replaced with the following text, shown here in italics:

*The Tolling Period Expiration Date is December 31, 2021; provided that DWR may, upon giving 60 days advance written notice to Agency, change the Tolling Period Expiration Date to a date earlier than December 31, 2021 if the sum of the maximum Table A amounts for all Contractors who enter into an Eighth Amendment to the Tolling and Waiver Agreement with DWR (plus the Table A amount for the County of Butte, if the County enters into a Seventh Amendment to the Tolling and Waiver Agreement with DWR) is less than 95% of the sum of the maximum Table A amounts for the 27 Contractors who signed the Monterey Amendment; and provided further that the Tolling Period Expiration Date as to any specific issue may be set at an earlier date pursuant to the provisions of Paragraph 1(b)(ii) or 1(b)(iii). For the time period between the*

Eighth Amendment to  
Tolling and Waiver Agreement

*Effective Date of the Agreement and the Tolling Period Expiration Date, inclusive (the "Tolling Period"), Agency and DWR agree that, except as provided for in this Agreement, all Periods of Limitation applicable to all Claims between the Parties, including without limitation those described in the Metropolitan Claim, shall be tolled and waived, shall not run or expire, and shall not operate in any manner so as to prejudice, bar, limit, create a defense to or in any way restrict Claims between the Parties. Except as provided in Paragraph 2 herein, after the Tolling Period Expiration Date, the Parties shall have the same rights, remedies, and damages each of them had on the Effective Date of the Agreement and the Tolling Period shall be excluded from any time calculation in determining whether any period of limitations has run; provided, however, that with regard to Claims pertaining to DWR's bills to the Contractors for calendar years 2007 through and including 2022, AGENCY shall have until 60 days from the Tolling Period Expiration Date to submit notices of contest to DWR for Claims pertaining to any such bills for calendar years 2007 through and including 2022. Except for the Parties' waiver of the Statute of Limitations as provided herein and except as provided in Paragraph 2 herein, this Agreement shall not operate as a waiver of any Claims or defenses that either Party may have against the other.*

3. Exhibit 1, entitled "Issue Not Included in the Term "Claims" Effective January 1, 2009", which title was changed by the Fifth Amendment, remains unchanged as a part of this Agreement and is attached.

4. Exhibit 2, entitled "Issues Not Included in the Term "Claims" for Purposes of the Tolling and Waiver Agreement Extension Beginning January 1, 2013", which was added by the Fifth Amendment, did not have any issues listed and was therefore deleted in its entirety and replaced in the Sixth Amendment by Exhibit 2, entitled "Issues Not Included in the Term "Claims" Effective January 1, 2016". Exhibit 2 subsequently was renumbered as Exhibit 2A, but remained entitled "Issues Not Included in the Term "Claims" Effective January 1, 2016. Exhibit 2A is attached to the Sixth Amendment and remains a part of this Agreement.

Eighth Amendment to  
Tolling and Waiver Agreement

5. Exhibit 2B, entitled “Issues Not Included in the Term “Claims” Effective January 1, 2018”, is attached to the Seventh Amendment and remains a part of this Agreement.

6. Exhibit 2C, entitled “Issues Not Included in the Term “Claims” Effective January 1, 2020”, is attached to this Eighth Amendment and made a part of this Agreement.

7. Exhibit 3, entitled “Issues that May be Excluded from the Term “Claims” upon 60 Days Advance Notice”, which was added by the Fourth Amendment, is amended by listing additional issues, if any, to issues 1 and 2 previously listed therein, and such Exhibit 3 as amended is attached and remains a part of this Agreement.

8. Exhibit 4, entitled “Contractors which Signed Prior Tolling Agreement Amendment Extending Tolling Period to December 31, 2017 and which are Expected to Enter into Amendment to Extend Tolling Period to December 31, 2019”, which was added by the Seventh Amendment, is deleted in its entirety and replaced by Exhibit 4 entitled “Contractors which Signed Prior Tolling Agreement Amendment Extending Tolling Period to December 31, 2019, and which are Expected to Enter into Amendment to Extend Tolling Period to December 31, 2021”, which is attached and made a part of this Agreement.

9. All other terms and conditions of the Agreement, as amended, are unchanged by this Eighth Amendment and shall remain in full force and effect.

10. In consideration of the extension of the tolling period provided by this Eighth Amendment, the Parties intend to continue to use their best efforts to discuss and seek to resolve, in a timely manner, as many of the remaining issues as practicable that have been tolled by this agreement or that have otherwise been raised in the resolution process established in response to this Agreement.

Eighth Amendment to  
Tolling and Waiver Agreement

11. Each individual signing below represents and warrants that he or she is authorized to execute this Eighth Amendment on behalf of the respective Party to this Eighth Amendment and does so freely and voluntarily.

12. Each Party warrants and represents that, in executing this Eighth Amendment, it has relied upon legal advice from counsel of its choice; that the terms of this Eighth Amendment have been read and its consequences have been completely explained to it by counsel; that it fully understands the terms of this Eighth Amendment; and that it knows of no reason why this Eighth Amendment shall not be a valid and binding agreement of that Party.

13. This Eighth Amendment may be executed in counterparts.

DATED: \_\_\_\_\_

\_\_\_\_\_  
SPENCER KENNER  
Chief Counsel  
Attorney for DWR

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
For AGENCY



**EXHIBIT 1**

ISSUE NOT INCLUDED IN THE TERM “CLAIMS”  
EFFECTIVE JANUARY 1, 2009

1. The validity of charges for costs incurred by DWR at Perris Reservoir for beach sand, the ADA fishing pier, and marina repairs and relocation, which have been billed to and included in the annual Statements of Charges issued to Metropolitan Water District, Coachella Valley Water District and Desert Water Agency for calendar years 2008 and 2009.

**EXHIBIT 2A**

ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2016

FOR THE COMPLETE LIST OF “ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2016” PLEASE REFER TO EXHIBIT 2 IN THE SIXTH AMENDMENT. THOSE ISSUES ARE DEEMED INCORPORATED HEREIN AS THOUGH FULLY SET FORTH IN THIS EXHIBIT 2A.

**EXHIBIT 2B**

ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2018

FOR THE COMPLETE LIST OF “ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2018” PLEASE REFER TO EXHIBIT 2B IN THE SEVENTH AMENDMENT. THOSE ISSUES ARE DEEMED INCORPORATED HEREIN AS THOUGH FULLY SET FORTH IN THIS EXHIBIT 2B.

**EXHIBIT 2C**

ISSUES NOT INCLUDED IN THE TERM “CLAIMS” EFFECTIVE JANUARY 1, 2020

1. Whether the Thermalito Diversion Dam power plant capital cost repayment amounts are double counted, starting with the 2005 Statements of Charges, in the calculation of the variable component for future years. Resolution: The Department corrected this by including the Thermalito Diversion Dam power plant capital cost repayment amounts in the calculation of the Oroville power revenue for the future years and this was reflected in the 2018 Statements of Charges.
2. Whether all charges affected by procedures for determining repayment of off-aqueduct power facilities were incorrect. Resolution: The claim is overly broad in scope and vague in details so that it is not actionable.
3. Whether the capital facilities account balances at the end of calendar year 2006 were improperly retained in the account and held over for use in later years. Resolution: The Department determined that the retention of the capital facilities account balances was not improper.
4. Whether Delta cross channel pilot study costs and other Delta related costs totaling approximately \$6,485,000 have been improperly allocated statewide instead of through the Delta Water Charge. Resolution: The Department reallocated the Delta cross channel pilot study costs and other Delta related costs by moving approximately \$6,458,000 from a statewide allocation to the Delta Water Charge and this was reflected in the 2015 Statement of Charges.
5. Whether rate management credits for agriculture contractors have not been recalculated since 1995. Resolution: The Department will update and recalculate the rate management credits when such requests from contractors are submitted to the Department in writing in accordance with the contract.
6. Whether the Department did not follow contract language for accounting for past cost adjustments related to the permanent water transfers. Resolution: The Department reviewed each contract and its method for adjustment, set up a new format in the system

to account for the adjustment and corrected the calculation for each transfer. The changes were reflected in the 2013 Statement of Charges.

7. Whether the FERC relicensing costs in 2010 for Oroville of approximately \$262,000 and for Castaic of approximately \$1,000 should have been included in the transportation charges rather than the Delta Water Charge. Resolution: The Department determined the FERC relicensing costs were properly included in the transportation charges.
8. Whether recreation costs totaling approximately \$448,452 for internal orders related to Develop Special Events and Recreation Events and Materials were incorrectly included in the contractor's charges for years 2006 – 2010. Resolution: The Department moved all costs to a recreation component and this was reflected in the 2016 Statements of Charges.
9. Whether three alpha cost centers were not included in the calculation of the Statements of Charges, resulting in an understatement of charges in 2010 and 2011. Resolution: The Department included the missing three alpha cost centers and this was reflected in the 2014 Statements of Charges.
10. Whether CAISO invoices related to 2009 and 2010, totaling approximately \$6,448,362, were included in 2011 actual costs resulting in a misallocation of dollars in years 2009, 2010 and 2011. Resolution: The Department made adjustments to record the CAISO charges in the correct years and this was reflected in the 2014 Statements of Charges.
11. Whether a 2001 power purchase from Metropolitan, totaling approximately \$303,000 was incorrectly recorded in 2012 and included in the 2014 Statements of Charges. Resolution: The Department reversed the incorrect posting to Internal Order number 42001026 and reposted to the correct Internal Order number 42001029 in the Financial Accounting System. This was reflected in the 2017 Statements of Charges.
12. Whether the downstream allocations for 2013 and 2014 were calculated using outdated unit rates. Resolution: The Department updated the downstream allocation and it was reflected in the 2015 Statements of Charges.
13. Whether the off-aqueduct power sales for 2008 were understated by \$3,681,000 due to the peaking capacity adjustment issued in 2010 that was omitted from the 2008 year-end allocation of off-aqueduct power facilities charges. Resolution: The Department revised the 2008 off-aqueduct power facilities charges to include the peaking capacity adjustment and it was reflected in a refund/billing adjustment issued in December 2016.

14. Whether future estimated costs for the 2018 and 2022 years were not calculated based on the Department's standard methodology. Resolution: The Contractors withdrew this item.
15. Whether the Department should have reallocated the 2000 to 2012 minimum costs in reaches 33B, 34 and 35 in the amount of approximately \$1,094,600 to other reaches. Resolution: The Department reallocated the 2000 to 2012 minimum costs in reaches 33B, 34 and 35 in the amount of approximately \$1,094,600 to other reaches and this was reflected in the 2015 Statements of Charges.
16. Whether costs totaling approximately \$560,000 for the State of California's Financial Information System (FI\$CAL) program for 2013 were excluded from the contractors' charges. Resolution: The Department made adjustments to include costs of approximately \$560,000 for the 2013 FI\$CAL assessment. This was reflected in the 2019 Statements of Charges.
17. Whether a 2013 invoice for Relay Maintenance Services at the Delta Field Division was improperly allocated to the reaches. Resolution: The Department reexamined all invoices of the contract for Relay Maintenance Services at the Delta Field Division and reallocated the costs to the appropriate reaches and this was reflected in the 2018 Statements of Charges.
18. Whether the alpha allocation factors used in the conservation capital future estimates calculation should have been updated for the 2015 Statements of Charges. Resolution: The Department determined that there have not been changes in the conservation capital alpha allocation factors. And so no update is required.
19. Whether the 2013 Power Allocation Table was calculated incorrectly by including transmission variable costs in the calculation. Resolution: The Department updated the 2013 Power Allocation Table factors in the November 2014 Rebill of the 2015 Statements of Charges.
20. Whether a portion of direct-to-plant transmission costs for Edmonston pumping plant were improperly allocated to Cherry Valley pumping plant as costs for the second half of the year in 2013, totaling approximately \$28,078, were entered into SAP using the wrong Functional Area. Resolution: The Department moved 2013 transmission costs of

approximately \$28,078 to the correct Functional Area for Edmonston pumping plant.

This was reflected in the 2019 Statements of Charges.

21. Whether costs of approximately \$24,276 for work performed at Banks pumping plant, on invoice number 1.14.004.01, were improperly allocated to the North Bay Aqueduct in 2014. Resolution: The Department reallocated approximately \$24,276 in costs, from the North Bay Aqueduct to Banks pumping plant for 2014. This was reflected in the 2019 Statements of Charges.
22. Whether the escalation factor for labor costs in the conservation minimum component for 2016 and 2017 is incorrectly double counted. Resolution: The Department reviewed the issue and determined the escalation factor was not double counted.
23. Whether the M-PAT401 station service costs alpha allocation cycle was miscalculated by using the improper station service energy for the East Branch Extension plants in 2014. Resolution: The Department made adjustments to correct the station service energy amounts in the calculations for the East Branch Extension plants. This was reflected in the 2018 Statements of Charges.
24. Whether a portion of direct-to-plant transmission costs for Edmonston pumping plant were improperly allocated to Cherry Valley pumping plant as costs for the first half of the year in 2014, totaling approximately \$35,402, were entered into SAP using the wrong Functional Area. Resolution: The Department moved 2014 transmission costs of approximately \$35,402 to the correct Functional Area for Edmonston pumping plant. This was reflected in the 2019 Statements of Charges.
25. Whether Functional Area WR22002300750000 was set up incorrectly to include recreation costs, rather than allocating 100% to conservation water supply. Resolution: The Department corrected the Functional Area to properly allocate all costs to the conservation water supply. This was reflected in the 2017 Statements of Charges.
26. Whether adjustments to 2015-2017 Thermalito Diversion Dam Powerplant capital costs repayment amounts of approximately \$1.5 million per year were included twice in the calculation of the variable component. Resolution: The Department removed the double counting of the Thermalito Diversion Dam Powerplant capital costs. This was reflected in the 2019 Statements of Charges.

27. Whether the Department incorrectly included a credit recorded for financial accounting purposes related to the FISCAL assessment of approximately \$1,737,000 in the calculation of the 2016 Statement of Charges. Resolution: The Department revised the accounting entry of the credit and this was reflected in the 2018 Statements of Charges.
28. Whether costs totaling approximately \$522,000 for the State of California's 2014 FISCAL program were excluded from the contractors' charges. Resolution: The Department made adjustments to include costs of approximately \$522,000 for the 2014 FISCAL assessment. This was reflected in the 2019 Statements of Charges.
29. Whether the cost of emission allowances used by the Reid Garner Powerplant in 2013, totaling approximately \$5,500,000, were included in the variable component in addition to being included in the 2013 Off-Aqueduct component. Resolution: The Department removed approximately \$5,500,000 in emission allowances costs from the variable component. This was reflected in the 2018 Statements of Charges.
30. Whether a transfer of an emission allowance, of approximately \$150,000, was improperly recorded as an Off-Aqueduct cost and excluded from variable costs charged to the contractors. Resolution: The Department moved costs, totaling approximately \$149,500, from the Off-Aqueduct cost center to the correct variable cost center. This was reflected in the 2018 Statements of Charges.
31. Whether temporary accounting entries in 2014 to correct the Delta related costs were not reversed. Resolution: The Department reversed the temporary entries and this was reflected in the 2019 Statements of Charges.
32. Whether the 2016 operating costs included in the variable component for Hyatt Thermalito were understated by approximately \$1.5 million. Resolution: The Department replaced the estimated Hyatt Thermalito 2016 operating costs with the actual costs and this was reflected in the 2018 Statements of Charges.
33. Whether the M-SAE100 alpha allocation cycle factors were incorrectly uploaded to the Utility Cost Allocation and Billing System (UCABS) by using an older version of the calculation for 2015. Resolution: The Department updated the M-SAE100 alpha allocation cycle factors for 2015 in UCABS. This was reflected in the 2018 Statements of Charges.



34. Whether an invoice directly related to Lost Hills, totaling approximately \$95,460, was incorrectly included in alpha allocation cycle FDL907 for Coastal Branch reaches 31A and 33A. Resolution: The Department moved approximately \$95,460 to the correct reach for Lost Hills. This was reflected in the 2018 Statements of Charges.
35. Whether costs of approximately \$14,000 for work performed at Edmonston pumping plant, on the Department's claim number 1306995, were improperly allocated to Buena Vista, Chrisman and Teerink pumping plants. Resolution: The Department reallocated approximately \$14,000 in costs, from the Buena Vista, Chrisman and Teerink pumping plants to Edmonston pumping plant. This was reflected in the 2018 Statements of Charges.
36. Whether costs of approximately \$20,653 for work performed at Del Valle pumping plant, on the Department's claim number 1304883, were improperly allocated to the North Bay Field Division in 2015. Resolution: The Department reallocated approximately \$20,653 in costs, from the North Bay Field Division to Del Valle pumping plant for 2015. This will be reflected in the 2020 Statements of Charges.
37. Whether the 2015 actual interest credit for the transportation variable charges was inappropriately added to the total revenues in the calculation of available funds for the Rate Management Credits. Resolution: The 2015 available funds exceeded the Rate Management Credit cap of \$40.5 million. The Department corrected the 2015 actual interest credit for the 2018 Statements of Charges.
38. Whether the 2015 actual interest credit for the transportation variable charges utilized in the calculation of available funds for the Rate Management Credits was not supported by the most current information for the 2016 payments received in the Attachment 4C of the 2017 Statements of Charges. Resolution: The Department corrected the 2015 actual interest credit, and this was reflected in the 2018 Statements of Charges.
39. Whether the 2015 actual interest credit for the transportation variable charges utilized in the calculation of available funds for the Rate Management Credits was not supported by the most current information for using the incorrect value for the 1985 calculated component in the Attachment 4C of the 2017 Statements of Charges. Resolution: The Department corrected the 2015 actual interest credit and this was reflected in the 2018 Statements of Charges.

40. Whether the 2015 actual interest credit for the transportation minimum charges utilized in the calculation of available funds for the Rate Management Credits was not supported by the most current information for using incorrect calculated component values in the Attachment 4B of the 2017 Statements of Charges. Resolution: The Department corrected the 2015 actual interest credit and this was reflected in the 2018 Statements of Charges.
41. Whether the actual interest credit for the transportation minimum charges utilized in the calculation of available funds for the Rate Management Credits was incorrectly calculated by using incorrect annual over/underpayment for the years 2014-2016 in the Attachment 4B of the 2017 Statements of Charges. Resolution: The Department corrected the actual interest credit and this was reflected in the 2018 Statements of Charges.
42. Whether the apportionment of the maximum \$40,500,000 in Rate Management Credits (RMC) between Urban and Ag contractors was inappropriately divided on a 75.3% and 24.7% basis, respectively, for 2017. The apportionment of the maximum \$40,500,000 in RMC should be \$10,000,000 to Ag and \$30,500,000 to Urban contractors. This resulted in a misallocation of \$3,500 between Ag and Urban contractors. Resolution: The Department updated the allocation for the Rate Management Credits to reflect an allocation of \$10,000,000 to Ag contractors and \$30,500,000 to Urban contractors. This was reflected in the 2018 Statements of Charges.
43. Whether the allocation of Urban Rate Management Credits was inappropriately based on the 2009 Bulletin. The terms of the Monterey Amendment state that the Rate Management Credits are to be recalculated every 5 years for Urban contractors, which would make the 2014 Bulletin appropriate for the calculation in the current year. Resolution: The Department updated the allocation of Urban Rate Management Credits and it's now based on the 2014 Bulletin. This was reflected in the 2018 Statements of Charges.
44. Whether the East Branch Extension transmission costs for 2017 and 2018 totaling approximately \$3,075,000 were improperly allocated to non-East Branch Extension reaches. Resolution: The Department corrected the allocation for the East Branch Extension transmission costs and this was reflected in the 2019 Statements of Charges.

45. Whether the Future Water Supply costs for 2017 and 2018 totaling approximately \$3 million were improperly allocated statewide instead of to the conservation component. Resolution: The Department corrected the allocation for the Future Water Supply costs and this was reflected in the 2019 Statements of Charges.
46. Whether the credits of peaking capacity forgone at the Castaic Powerplant of approximately \$582,500 for both 2017 and 2018 were excluded from power cost. Resolution: The Department determined the credits were appropriately applied in calculation of transportation variable plant unit rate and reflected in monthly actual variable operations, maintenance, power and replacement charges for monthly water deliveries. Hence no changes were necessary.
47. Whether the reimbursements received for Cap and Trade funded turbine upgrades at the Hyatt and Thermalito Powerplants totaling approximately \$16.1 million were recorded in the accounting system. Resolution: The Department agreed and applied the credits, through proceeds from Cap and Trade auction and offset costs for turbine upgrades at the Hyatt and Thermalito Powerplants and that was reflected in the Delta Water Charge Calculation of 2019 Statement of Charges.
48. Whether the credits for the recovery of Thermalito Diversion Dam capital costs for the future years totaling approximately \$14,714,000 were improperly excluded from the Delta Water Charge. Resolution: The Department included the Thermalito Diversion Dam capital credits for the future years, and this was reflected in the 2019 Statements of Charges.
49. Whether Hyatt Thermalito debt service for 2016, totaling approximately \$92,000, was recorded as both capital and minimum power revenue in the calculation of the Delta Water Charge. Resolution: The Department corrected the double posting of the Hyatt Thermalito debt service for 2016, totaling approximately \$92,000, by removing the credit from the minimum power revenue component. This was reflected in the 2019 Statements of Charges.
50. Whether the 2017 Hyatt Thermalito power revenue used in the calculation of the Delta Water Charge was based on outdated costs. Resolution: The Department chose to ignore the timing difference between calculation of the variable costs versus the calculation of the Delta Water Charge.

Eighth Amendment to  
Tolling and Waiver Agreement

51. Whether net credits totaling \$2,933,000 for 2011 to 2014 related to Oroville P2426 relicensing costs were improperly included in the transportation capital component.  
Resolution: The Department removed the credits and correction was reflected in 2019 Statement of Charges.

**EXHIBIT 3**

**ISSUES THAT MAY BE EXCLUDED FROM THE TERM “CLAIMS” UPON 60 DAYS  
ADVANCE NOTICE**

1. The Department of Water Resources’ change in funding the costs of the San Joaquin Valley Drainage program from the Capital Facilities Account (as established pursuant to Article 51 (b) (1) of the State Water Contract) prior to 2006 to operations and maintenance costs beginning in 2006, but not including the Department’s retention of unused Capital Facility Account balances in 2006 and 2007 for anticipated future year capital expenditures (which retention issue shall not be subject to exclusion upon 60 days notice).
  
2. All Claims arising out of or related to the determination, allocation and/or payment of fish and wildlife enhancement and recreation costs incurred in constructing, operating and maintaining the State Water Project Perris Reservoir and any of its appurtenant, ancillary or related facilities, including, but not limited to, such costs associated with any actions taken at Perris Reservoir to address seismic safety issues. (“Claims” as used in this item 2, does not include the issue described in Exhibit 1, item 1.)

**EXHIBIT 4**

CONTRACTORS WHICH SIGNED PRIOR TOLLING AGREEMENT AMENDMENT  
EXTENDING TOLLING PERIOD TO DECEMBER 31, 2019 AND WHICH ARE EXPECTED  
TO ENTER INTO AMENDMENT TO EXTEND TOLLING PERIOD TO  
DECEMBER 31, 2021

Valerie Pryor, General Manager  
Alameda County FC&WCD, Zone 7  
100 North Canyons Parkway  
Livermore, CA 94551

Dale Melville, Manager-Engineer  
Dudley Ridge Water District  
286 W. Cromwell Ave  
Fresno, CA 93711-6162

Robert Shaver, General Manager  
Alameda County Water District  
43885 So. Grimmer Blvd.  
Fremont, CA 94537

John Howe, Manager  
Empire West Side Irrigation District  
P.O. Box 66  
Stratford, CA 93266

Dwayne Chisam, General Manager  
Antelope Valley/East Kern Water Agency  
6500 West Avenue N  
Palmdale, CA 93551-2855

Amelia Minaberrigarai, General Counsel  
Kern County Water Agency  
P.O. Box 58  
Bakersfield, CA 93302

Bruce Alpert, County Counsel  
Butte County  
2279 Del Oro Avenue, Suite A  
Oroville, CA 95965

Larry Spikes, Administrative Officer  
County Of Kings  
1400 West Lacey Blvd  
Hanford, CA 93230

Matthew Stone, General Manager  
Santa Clarita Valley Water Agency  
27234 Bouquet Canyon Road  
Santa Clarita, CA 91350

James Chaisson, General Manager  
Littlerock Creek Irrigation District  
35141 N.87<sup>th</sup> Street East  
Littlerock, CA 93543

Michael Rock, City Manager  
City of Yuba City  
1201 Civic Center Blvd  
Yuba City, CA 95993

Jeff Kightlinger, General Manager  
Metropolitan Water District  
P.O. Box 54153  
Los Angeles, CA 90054

Jim Barrett, General Manager  
Coachella Valley Water District  
P.O. Box 1058  
Coachella, CA 92236

Tom McCarthy, General Manager  
Mojave Water Agency  
13846 Conference Center Drive  
Apple Valley, CA 92307

Roxanne Holmes, General Manager  
Crestline/Lake Arrowhead Water Agency  
P.O. Box 3880  
Crestline, CA 92325

Phillip Miller, District Engineer  
Napa County FC & WCD  
1195 Third Street, Room 201  
Napa, CA 94559

Eighth Amendment to  
Tolling and Waiver Agreement

Mark Krause, General Manager  
Desert Water Agency  
P.O. Box 1710  
Palm Springs, CA 92263-1710

Anthea Hansen, Manager  
Oak Flat Water District  
P.O. Box 1596 / 17840 Ward Avenue  
Patterson, CA 95363

Dennis Lamoreaux, General Manager  
Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

Norma Camacho, Chief Executive Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

Douglas Headrick, General Manager  
San Bernardino Valley MWD  
380 East Vanderbilt Way  
San Bernardino, CA 92408

Roland Sanford, Interim General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway  
Vacaville, CA 95688

Darin Kasamoto, General Manager  
San Gabriel Valley MWD  
P.O. Box 1299  
Azusa, CA 91702

Mark Gilkey, General Manager  
Tulare Lake Basin WSD  
1001 Chase Avenue  
Corcoran, CA 93212

Jeff Davis, General Manager  
San Geronio Pass Water Agency  
1210 Beaumont Avenue  
Beaumont, CA 92223

Glenn Shephard, Director  
Ventura County Watershed Protection District  
800 S. Victoria Avenue  
Ventura, CA 93009-1600

and

Kate Ballantyne, Deputy Director  
San Luis Obispo County FC&WCD  
976 Osos Street, Room 206  
San Luis Obispo, CA 93408

Michael Flood, General Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oakview, CA 93022-9622

Fray Crease, Water Agency Manager  
Santa Barbara County Water Agency  
123 East Anapamu Street, 2nd Floor  
Santa Barbara, CA 93101-2058

and

Ray Stokes, Executive Director  
Central Coast Water Agency  
255 Industrial Way  
Buellton, CA 93427-9565



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** MULTIPLE BOARD REAPPOINTMENTS

**SUMMARY:**

**Overview:**

When a vacancy occurs on any board, commission, or committee over which a legislative body has appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library before an appointment can be made. The legislative body shall not make a final appointment for at least 10 working days after the posting of a vacancy notice.

**Recommendation:**

**Reappoint members to multiple commissions, committees and advisory boards.**

**Fiscal Impact:**

None.

**Advisory Board Statement:**

Committee coordinators for each of the listed commissions and advisory boards were contacted and request reappointments as outlined today.

**BACKGROUND:**

The Kings County Board of Supervisors has jurisdiction over appointments to multiple advisory boards, commissions, and committees. Terms of service for these bodies are set to expire on either June 30<sup>th</sup> or December 31<sup>st</sup> of any particular year. Pursuant to Board policy, the Administrative Office makes no recommendations on commissions and advisory board appointments. Over the course of 2019, many of the members whose terms were to expire were re-appointed. As a follow-up to the Local Appointment List, which was posted for public review on December 23, 2019, staff contacted the various committee coordinators for feedback on the potential re-appointments of the remaining members with expiring terms. These appointments usually come to the Board prior to expiration, but to give committee coordinators time to clarify information on the reappointments, additional time was allowed and are being presented to you today for approval.

(Cont'd)

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed  
and adopted on \_\_\_\_\_ 2020.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.



**AGENDA ITEM**

**January 14, 2020**

**MULTIPLE BOARD REAPPOINTMENTS**

**Page 2 of 4**

The following committee members have expressed an interest in continuing to serve Kings County in their current capacity as members on various advisory boards, commissions, and committees.

**BEHAVIORAL HEALTH ADVISORY BOARD**

There are four incumbents, whose terms expired on December 31, 2019, on this Board. Their name, representation, original appointment date, and new expiration date, if the reappointment is approved, is listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Keith	Fagundes	CAL/Law Enforcement	06/21/16	12/31/22
Gloria	Rede	CAL/Consumer	06/21/16	12/31/22
Jean	Scanlan	CAL/Consumer	12/15/09	12/31/22
Ken	Baird	CAL/Family of Consumer	03/15/11	12/31/22

**KINGS COUNTY FISH & GAME ADVISORY COMMITTEE**

There are three incumbents, whose terms expired on December 31, 2019, on this Committee. Their name, representation, original appointment date, and new expiration date, if the reappointment is approved, is listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Bill	Blanken	Seat #2	10/18/05	12/31/23
Kelly	Giacomazzi	Seat #3	10/18/05	12/31/23
Abel	Luevano	Seat #3 Alternate	01/14/14	12/31/23

**KINGS IN-HOME SUPPORTIVE SERVICES ADVISORY COMMITTEE**

There is one incumbent, whose term expired on December 31, 2019, on this Committee. The name, representation, original appointment date, and new expiration date, if the reappointment is approved, is listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Steven	Mendez	Auxiliary/KCDemCo/CalDisCau	12/18/18	12/31/22

**AGENDA ITEM**

**January 14, 2020**

**MULTIPLE BOARD REAPPOINTMENTS**

**Page 3 of 4**

**KINGS/TULARE COUNTY SUICIDE PREVENTION TASK FORCE**

There are seven incumbents, whose terms expired on December 31, 2019, on this Taskforce. Their name, representation, original appointment date, and new expiration date, if the reappointment is approved, is listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Katie	Arnst	Mental Health Services/Coord	08/16/16	12/31/21
Ken	Baird	Consumer/Family	10/04/11	12/31/21
Becky	Durrenburger	Public Health	10/04/16	12/31/21
Tom	Edmonds	Coroner/Law	10/04/11	12/31/21
Karen	McConnell	Education	10/04/11	12/31/21
Diane	Scissons	Mental Health Services	10/04/16	12/31/21
Janice	Ede	Proxy/Education	10/04/16	12/31/21

**LAW LIBRARY BOARD OF TRUSTEES**

There is one incumbent, whose term expired on December 31, 2019, on this Board. The name, representation, original appointment date, and new expiration date, if the reappointment is approved, is listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Juliana	Gmur	Board of Supervisors	12/16/08	12/31/20

**LOCAL CHILD CARE PLANNING COUNCIL**

There are six incumbents, whose terms expired on December 31, 2019, on this Committee. Their name, representation, original appointment date, and new expiration date, if their reappointments are approved, are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Deborah	Gibson	Community rep	09/19/17	12/31/21
Marjorie	Batin	Public Agency rep	05/22/07	12/31/21
Nancy	Jeffcoach	Discretionary	09/23/14	12/31/21
Michelle	Dove	Child Care Provider	09/23/14	12/31/21
Rubio	Sergio	Public Agency rep/Human Svcs	12/22/19	12/31/21
Lavena	Najera	Public Agency rep/KCOE	12/11/18	12/31/21

**KINGS COUNTY MUSEUM ADVISORY COMMITEE**

There are three incumbents, whose terms expired on December 31, 2019, on this Committee. Their name, representation, original appointment date, and new expiration date, if their reappointments are approved, are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Sharlene	Bogan	County at large	09/15/15	12/31/21
Carol	Helding	County at large	09/15/15	12/31/21
Richard	Douglas	County at large	09/15/15	12/31/21

**AGENDA ITEM**

**January 14, 2020**

**MULTIPLE BOARD REAPPOINTMENTS**

**Page 4 of 4**

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT/CITIZENS  
ADVISORY COMMITTEE**

There are two incumbents, whose terms expired on January 1, 2020, on this Committee. The name, representation, original appointment date, and new expiration date, if the reappointment is approved, is listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Kelly	Deming	Environmental Interests Primary	11/05/02	1/31/23
Alene	Taylor	Environmental Interests Alternate	01/27/09	1/31/23

**KINGS COUNTY WATER COMMISSION**

There is one incumbent, whose term expired on December 31, 2019, on this Board. The name, representation, original appointment date, and new expiration date, if the reappointment is approved, is listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Mark	Gilkey	District 2	11/22/11	12/31/23



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** BOARD COMMITTEE ASSIGNMENTS FOR 2020

**SUMMARY:**

**Overview:**

Each year, the Board of Supervisors formally approves their Board and Committee assignments for the ensuing year. Each Supervisor was given the opportunity to review and/or revise any assignments as needed.

**Recommendation:**

Approve the 2020 Board and Committee Assignments.

**Fiscal Impact:**

None.

**BACKGROUND:**

Every year, the Board members are appointed to various Committees, Boards, or Commissions under the Board of Supervisors' jurisdiction. The Board of Supervisors automatically serve on Governing Boards or Committees such as the Housing Authority of Kings County, Kings County Board of Equalization, Kings County Public Financing Authority, Kings County In-Home Supportive Services Public Authority Board of Directors, the California Public Financing Authority and the California Community Housing Agency. The Child Abuse Prevention Coordinating Council (CAPCC) does not have a Supervisor assigned to it due to a conflict with the time and dates of their meetings for all of the Supervisors, this may be addressed due to some changes within the CAPCC at a later date. This year we have suggested that all the California State Association of Counties sub committees have the primary member and alternate be assigned so that they may vote when attending the conferences and we have removed the Economic Development committee due to no longer being a committee.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed  
and adopted on \_\_\_\_\_ 2020.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

**Board of Supervisors Members automatically serve on the following Governing Boards or Committees:** Board of Supervisors (BOS), Housing Authority of the County of Kings, Kings County Public Financing Authority, Kings County Board of Equalization (BOE) Kings County In-Home Supportive Services Public Authority Board of Directors (IHSS) and California Public Finance Authority and California Community Housing Agency.

Organization	Primary Appointment	Alternate Appointment
1. Agricultural Advisory Committee	J. Neves	D. Verboon
2. Behavioral Health Advisory Board	J. Neves	R. Valle
3. Cal-ID-California Identification Committee	J. Neves	R. Fagundes
4. California Vanpool Authority/CalVans	J. Neves	D. Verboon
5. CalViva – Tri-County (Fresno/Kings/Madera)Health Authority	J. Neves	D. Verboon
6. Central San Joaquin Valley Foreign Trade Zone Adv. Bd.	D. Verboon	R. Valle
7. Child Abuse Prevention Coordinating Council		N/A
8. CSAC - Board of Directors	C. Pedersen	D. Verboon
9. CSAC - Gov't Finance and Operation	<del>R. Valle</del> -C. Pedersen	<del>J. Neves</del> .D. Verboon
10. CSAC – Administration of Justice	<del>R. Fagundes</del> -C.Pedersen	<del>C. Pedersen</del> -D. Verboon
<del>11. CSAC – Economic Development No longer a committee</del>	<del>R. Valle</del>	<del>D. Verboon</del>
12. CSAC – Agricultural & Natural Resources	<del>R. Fagundes</del> -C. Pedersen	D. Verboon
13. CSAC – Health & Human Services	<del>R. Valle</del> -C. Pedersen	<del>C. Pedersen</del> -D. Verboon
14. CSAC – Housing, Land Use & Transportation	<del>D. Verboon</del> -C. Pedersen	<del>C. Pedersen</del> -D. Verboon
15. Employee Activities Committee/BBQ	J. Neves-BBQ Only	R. Fagundes Employee Activities
16. Exec Committee – Lake Success Reservoir Enlargement	R. Valle	Public Works Dept. Representative
17. Exec Committee – Lake Kaweah/Terminus Enlargement	R. Valle	Public Works Dept. Representative
18. First 5 Children & Families First Commission	J. Neves	N/A
19. Indian Gaming Local Community Benefit Comte (2)(1)	J. Neves	R. Valle D. Verboon
20. Independent Solid Waste Local Enforcement Hearing Panel	R. Valle	N/A
21. Kings Co Abandoned Vehicle Service Authority (KCAVSA)	D. Verboon	R. Valle
22. Kings County Assoc. of Governments (KCAG) (2)(2)	J. Neves	D. Verboon R. Valle R. Fagundes
23. Kings Commission on Aging Council	R. Fagundes	C. Pedersen
24. Kings Community Action Organization	R. Fagundes	D. Verboon
25. Kings Co Community Corrections Partnership Committee(AB109)	D. Verboon	J. Neves
26. Kings Co Gang Awareness Advisory Committee	D. Verboon	N/A
27. Kings Co Juvenile Reentry Taskforce	D. Verboon	N/A
28. Kings County Public Transit Agency (KCAPTA) (2)(1)	J. Neves	D. Verboon R. Fagundes
29. Kings County Suggestion Program Committee	Chairman	Vice-Chairman
30. Kings Economic Development Corporation	D. Verboon	J. Neves
31. Kings Waste & Recycling Auth (KWRA) (2)(2)	J. Neves	R. Fagundes D. Verboon C. Pedersen
32. Kings/Tulare Area Agency on Aging Council	R. Fagundes	C. Pedersen N/A per bylaws
33. Local Agency Formation Commission (LAFCO) (2(1))	J. Neves	D. Verboon R. Valle
34. Office of Emergency Services	J. Neves	D. Verboon
35. Countywide Oversight Board for Redevelopment	J. Neves	N/A
36. San Joaquin Valley Unified Air Pollution Control District	C. Pedersen	N/A-per SB 719
37. San Joaquin Valley Supervisors Executive Committee	Chairman	Vice Chairman
38. San Joaquin Valley Supervisors Legis. Liaison	R. Fagundes	D. Verboon
39. San Joaquin Valley Joint Powers Authority	D. Verboon	City of Hanford representative
40. San Joaquin Valley Water Coalition	D. Verboon	R. Fagundes
41. South Fork Kings Groundwater Sustainability Agency	J. Neves	D. Verboon
42. Tulare Lake Basin Disadvantaged Community Water Study Stakeholder Oversight Advisory Committee (SOAC)	R. Valle	N/A
43. Workforce Development Board	R. Valle	N/A per bylaws
44. United Way Emergency Food & Shelter Program Committee	Chairman	Vice-Chairman



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 14, 2020

**SUBMITTED BY:** Administration –Rebecca Campbell  
California Public Finance Authority – Caitlin Lanctot

**SUBJECT:** CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$45,000,000 OF REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION AND REHABILITATION OF RIVERFRONT AND CASA DEL RIO APARTMENTS

**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:**

- a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Adopt a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for Reliant – Santa Cruz, LP for the Riverfront and Casa del Rio Apartments.

**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.

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$45,000,000 OF REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION AND REHABILITATION OF RIVERFRONT AND CASA DEL RIO APARTMENTS**

**January 14, 2020**

**Page 2 of 2**

#### **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 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.

Reliant – Santa Cruz, LP (the “Borrower”), has requested that CalPFA issue revenue bonds in an amount not to exceed \$45,000,000 to finance and refinance the costs of the acquisition, rehabilitation, improvement, and equipping of a 71-unit multifamily rental housing project located at 148 Blaine Street and a 32-unit multifamily rental housing project located at 170 Blaine Street in the City of Santa Cruz, California (the “Project”).

The Board has been asked to conduct the public hearing on January 14, 2020 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

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.

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 \$45,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF RIVERFRONT AND CASA DEL RIO APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO \_\_\_\_\_ / RESOLUTION NO. \_\_\_\_\_

WHEREAS, Reliant – Santa Cruz, LP or a partnership of which Reliant Group Management, LLC (the “Developer”) or a related person to the Developer is the general partner, 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 residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$45,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 148 Blaine Street and 170 Blaine Street, California (the “Project”); and

WHEREAS, the Project is located within the City of Santa Cruz; 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 Loan 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 14<sup>th</sup> day of January, 2020, by the following vote:

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

\_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of said Board of Supervisors