

Board Members

Joe Neves, District 1, Vice-Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
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, February 2, 2021
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>

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

Members of the public who wish to observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/m8FLK7PAObI> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either bosquestions@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Brian Kleinhammer - Kingdom Culture 2.0
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. Two (2) minutes are allowed for each item.

- III. **APPROVAL OF MINUTES**
A. Approval of the minutes from the January 26, 2021 regular meeting.



IV. CONSENT CALENDAR

A. Administration/California Public Financing Authority:

Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds California Public Finance Authority for The Branson School.

B. Health Department:

1. Consider approving the Lease Agreement Amendment for Avenal Health Clinic with Kings View Corporation retroactively effective November 1, 2020 through June 20, 2022.
2. Consider approving the Lease Agreement Amendment for Corcoran Health Clinic with Kings View Corporation retroactively effective November 1, 2020 through June 20, 2022.

C. Administration:

Consider appointing one member to the Kings County Agricultural Advisory Committee.

V. REGULAR AGENDA ITEMS

A. Fire Department – William Lynch/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. Department of Public Health – Edward Hill/Darcy Pickens

Consider authorizing the advance step hire of James Ray as an extra-help Environmental Health Division Manager at Salary Range 235.5, Step 5.

C. Human Services Agency – Sanja Bugay/ Antionette Gonzales

1. a. Consider authorizing the Human Services Agency Director to accept \$277,150 from the State’s Disaster Response Emergency Operations General Fund account made available to Kings County for ongoing support of Project Roomkey; and
- b. Adopt the budget change. **(4/5 vote required)**

D. Administration – Rebecca Campbell

1. a. Consider adopting a Resolution authorizing the Chairman to execute the proposed amendment to the County’s long-term water supply Contract with the California Department of Water Resources regarding enhanced water management tools; and
- b. Making responsible agency findings pursuant to the California Environmental Quality Act for the Final Environmental Impact Report for the State Water Project Supply Contract Amendments for Water Management, and adopting California Environmental Quality Act findings and Statement of Overriding Considerations for the project.

E. Administration – Rebecca Campbell

Department of Public Health – Edward Hill

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of Kings County and take action as deemed necessary.

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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



- VII. CLOSED SESSION**
 ♦ **Personnel Matters: [Govt. Code Section 54957]**
 Public Employee Appointment
 Title: Fire Chief

VIII. 11:00 AM CALIFORNIA PUBLIC FINANCING AUTHORITY REGULAR MEETING

- IX. ADJOURNMENT**
 The next regularly scheduled meeting will be held on Tuesday, February 9, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

February 9	9:00 AM	Regular Meeting
February 16	-	Regular Meeting Cancelled due to observance of President's Day on February 15, 2021
February 23	9:00 AM	Regular Meeting
March 2	9:00 AM	Regular Meeting
March 9	9:00 AM	Regular Meeting

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

Board Members

Joe Neves, District 1, Vice-Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
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 26, 2021
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>

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

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To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

- II. **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
Catherine Venturella, Clerk to the Board stated that the Board received an email and hard copies from Rey Leon, The Leap Institute regarding air monitoring in Stratford which will become part of the the Action Summary record.



Ed Hill, Public Health Director stated that today is Nancy Gerking's last Board meeting as she will be retiring after 37 years and thanked her for her service to Kings County.

Keith Fagundes, District Attorney gave an update to the Board on the status of the District Attorney's office for 2020 in cases and staffing.

Rebecca Campbell, County Administrative Officer stated that she would like to request to move the Fire Study Session item to before the COVID update and she introduced Matthew Boyett, Administrative Analyst to the Board.

Weston Anderson and Clayton Smith, representatives from Congressman Valadao's office introduced themselves to the Board.

Supervisor Valle stated that he was in support of the letter from the Avenal City Council regarding ensuring vaccines for farm workers.

III. APPROVAL OF MINUTES

A. Approval of the minutes from the January 12, 2021 regular meeting.

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

IV. CONSENT CALENDAR

A. Administration/California Public Financing Authority:

Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds California Public Finance Authority for Maison's Palmdale LP. **[Reso #21-002]**

B. Agriculture Department:

Consider approving a Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program retroactive from October 1, 2020 through September 30, 2021. **[Agmt #21-003]**

C. Fire Department:

1. a. Consider authorizing the Fire Department to accept the Fiscal Year 2020 State Homeland Security Grant; and
- b. Authorizing the County Fire Chief to sign all grant documents.
2. a. Consider authorizing the Fire Department to accept the Fiscal Year 2020-2021 Emergency Management Performance Grant; and
- b. Authorizing the County Fire Chief to sign all grant documents.

D. Health Department:

Consider approving an Agreement with West Hills Community College District to utilize interns during the Coronavirus 2019 emergency response efforts. **[Agmt 21-004]**

E. Public Works Department:

1. Consider accepting the dedication for In-Lieu Parcel Map 20-01 (Manuel Dutra, Jr. and Theresa Cunha) into the County Maintained Mileage.
2. Consider approving an Agreement with TRANE USA Building Services, for the replacement of the County's condensing unit and coil. **[Agmt #21-005]**

F. Veterans Service Office:

Consider authorizing the Chairman to sign the Certificate of Compliance for the County Subvention Program and the Certificate of Compliance for the Medi-Cal Cost Avoidance Program with the California Department of Veteran's Affairs. **[Agmt #21-006]**

ACTION: APPROVED CONSENT CALENDAR AS PRESENTED (RF, RV, JN, CP-Aye, DV-Absent)



V.

REGULAR AGENDA ITEMS

**A. Administration – Rebecca Campbell
Waste Management – Bob Henry**

Consider accepting the report from Chemical Waste Management.

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

B. Community Development Agency – Greg Gatzka

Consider adopting Ordinance No. 668-2-20 and waiving the second reading for the Jackson Ranch Specific Plan. **[Ord 668-2-20]**

ACTION: APPROVED AS PRESENTED AND WAIVED THE READING (RV, RF, JN, CP-Aye, DV-Absent)

C. Administration – Rebecca Campbell/Kyria Martinez

1. Consider adopting a Resolution recognizing January 24-30, 2021 as School Choice Week in Kings County. **[Reso #21-003]**

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

2. Consider adopting a Resolution authorizing the County Administrative Officer to submit a Coronavirus Emergency Supplemental Funding Program application. **[Reso #21-004]**

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

D. Administration – Rebecca Campbell

Department of Public Health – Edward Hill

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

ACTION: THE BOARD RECEIVED AN UPDATE AND DIRECTED STAFF TO DRAFT A LETTER ADDRESSED TO PRESIDENT BIDEN AND GOVERNOR NEWSOM FOR THE CHAIRMAN TO SIGN REQUESTING THOUSANDS MORE COVID-19 VACCINES FOR KINGS COUNTY AND BRING IT BACK FOR BOARD APPROVAL. (RV, DV, CP, RF-Aye, JN-Absent)

AMENDED THE MOTION TO AUTHORIZE THE CHAIRMAN TO SIGN THE LETTER AND STAFF SEND IT OUT AS SOON AS POSSIBLE. (RV, DV, RF, CP-Aye, JN-Absent)

VI.

STUDY SESSION

A. Fire Department – William Lynch

Review opportunities for moving forward with regionalization of fire services with the City of Hanford.

THE BOARD RECEIVED INFORMATION AND NO OFFICIAL ACTION WAS TAKEN DURING THIS PRESENTATION. DURING BOARD MEMBER ANNOUNCEMENTS A DISCUSSION ON THIS TOPIC WAS BROUGHT FORWARD AND THE BOARD DIRECTED STAFF BY CONSENSUS TO BRING AN ITEM BACK ON A FUTURE AGENDA WITH MORE INFORMATION AND A REQUEST FOR PROPOSAL FOR A CONTRACTOR TO STUDY THE OPTIONS OF CONSOLIDATION OF THE FIRE DEPARTMENTS.

VII. 10:00 AM

PUBLIC HEARING

A. Administration – Rebecca Campbell

1. a. Hold a public hearing to consider the qualifications of the Public Works Director, Dominic Tyburski, to serve as the County Road Commissioner; and
- b. Following the public hearing, appoint the Public Works Director, Dominic Tyburski, as the County Road Commissioner.

SUPERVISOR PEDERSEN OPENED THE PUBLIC HEARING, NO TESTIMONY WAS RECEIVED AND THE PUBLIC HEARING WAS CLOSED.

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



VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Verboon stated that he would like to see a study done on the consolidation of the Fire Department and stated that he would like to allow the Fire Chiefs and other staff to discuss the item and bring back an item for a contract to have a study completed. He also stated that he attended the Amtrak San Joaquin Joint Powers Authority meeting on January 22, 2021.

Lee Burdick, County Counsel stated that the Board can give direction to staff by consensus to have an item on a future agenda to bring more information on options and a contract to study the possibility of consolidation, but due to the item being a study session today the Board cannot take official action.

The Board discussed the proposal and directed staff by consensus to bring an item back on a future agenda with more information and a request for proposal for a contractor to study the options of consolidation of the Fire Departments. This information will be recorded under item VI.A. as well.

Supervisor Valle thanked Ed Hill, Public Health Director for making time to work together to do Facebook live on the COVID-19 information and vaccines to get the information out to people in real time.

Supervisor Pedersen stated that he has been receiving a lot of calls on the vaccine availability and logistics and thanked Kyle Jason, Lemoore Naval Air Station for his service in the Navy and as part of the Aviation Service Unit for the Sheriff's Office and wished him happy retirement. He also stated that he lost a long term employee to COVID-19 recently and wanted to send condolences to the family.

- ♦ **Board Correspondence: Rebecca Campbell stated that the Board received the following in correspondence this week: a letter from the City of Avenal in support of ensuring the farm working community receives the Coronavirus vaccine, a letter from Downey Brand requesting to be placed on a California Environmental Quality Act notice list for projects involving Kings River water, two items from the Department of Fish & Game including a notice of receipt of petition for five year status review concerning Milo Baker's lupine and a Notice of proposed regulatory action relative to relating to Waterfowl hunting season 2021-2022, a Notice of preparation draft program environmental impact report from Fresno County for their general plan review and zoning ordinance update, a notice of intent to apply Public Health pesticides for Vector Control purposes to surface waters and waters of the US within Kings and Tulare Counties, and the State Board of Equalization assessment appeals remote hearing notice during COVID-19 pandemic regulations.**
- ♦ **Upcoming Events: Rebecca Campbell stated that in recognition of Catholic School Week - St. Rose McCarthy School in Hanford is having an appreciation drive through parade on February 1, 2021 from 10:30 AM – 11:00 AM. Enter through Harris Street Gate and exit onto Florinda Street.**

IX. CLOSED SESSION

- ♦ **Personnel Matters: [Govt. Code Section 54957]**
Public Employee Appointment
Title: Fire Chief

- ♦ **Workers Compensation: (1 case) [Govt. Code Section 54956.95]**

REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.



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

- XI. **11:15 AM CALIFORNIA PUBLIC FINANCING AUTHORITY COMMUNITY DEVELOPMENT CORPORATION REGULAR MEETING**

- XII. **ADJOURNMENT**
 The next regularly scheduled meeting will be held on Tuesday, February 2, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

February 2	9:00 AM	Regular Meeting
February 9	9:00 AM	Regular Meeting
February 16	-	Regular Meeting Cancelled due to observance of President's Day on February 15, 2021
February 23	9:00 AM	Regular Meeting
March 2	9:00 AM	Regular Meeting
March 9	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 2, 2021

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

SUBJECT: APPROVING THE ISSUANCE OF UP TO \$28,250,000 OF TAX-EXEMPT
501(C)(3) OBLIGATIONS FOR THE PURPOSE OF FINANCING AND/OR
REFINANCING CAPITAL IMPROVEMENTS TO CERTAIN FACILITIES TO
BENEFIT THE BRANSON SCHOOL

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. The TEFRA hearing was held on February 2, 2021.

Recommendation:

Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for The Branson School.

Fiscal Impact:

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

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF UP TO \$28,250,000 OF TAX-EXEMPT 501(C)(3) OBLIGATIONS FOR THE PURPOSE OF FINANCING AND/OR REFINANCING CAPITAL IMPROVEMENTS TO CERTAIN FACILITIES TO BENEFIT THE BRANSON SCHOOL

February 2, 2021

Page 2 of 2

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.

The Branson School (the “Corporation”) has requested that CalPFA issue tax-exempt 501(c)(3) obligations in an amount not to exceed \$28,250,000 to finance and/or refinance the costs of capital improvements to the school’s facilities located at 39 Fern Hill Avenue, 71 Fern Hill Avenue, 7 Circle Drive, and 12 Circle Drive in the Town of Ross, California (the “Project”).

A public hearing was held for this Project on February 2, 2021. The Board has been asked to approve the issuance of the obligations as the host governmental unit.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by Beverly. 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 \$28,250,000, FOR THE PURPOSE OF FINANCING AND/OR REFINANCING CAPITAL IMPROVEMENTS TO CERTAIN FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO, TO BENEFIT THE BRANSON SCHOOL

RESOLUTION NO. _____

WHEREAS, The Branson School, a California nonprofit public benefit corporation (the “Corporation”), has requested that the California Public Finance Authority (the “Authority”) participate in issuing one or more tax-exempt obligations (the “Loan”) in an aggregate principal amount not to exceed \$28,250,000, for the purpose of financing and/or refinancing various capital facilities (the “Project”) as more fully described below;

WHEREAS, First Republic Bank or any other lender selected by the Corporation (the “Lender”), the Authority and the Corporation will enter into a master loan agreement (the “Master Loan Agreement”), under which the Authority will lend the proceeds of the Loan to the Corporation to be used to: (1) prepay in full the outstanding balance (approximately \$21,640,000) of the California Public Finance Authority 2017 Tax-Exempt Loan (The Branson School) (the “2017 Loan”), issued in the principal amount of \$23,000,000, pursuant to a Master Loan Agreement, dated as of December 1, 2017, by and among the Authority, the Corporation and First Republic Bank (the “Lender”), the proceeds of which were used by the Corporation to: (A) refund all of the outstanding \$22,500,000 ABAG Finance Authority for Nonprofit Corporations Variable Rate Demand Revenue Bonds (The Branson School) Series 2008 (the “2008 Bonds”), and (B) pay various costs of issuance in connection with the 2017 Loan and other related costs, including, but not limited to, a termination payment with respect to an interest rate swap related to the 2008 Bonds; (2) prepay in full the outstanding balance (approximately \$2,360,000) of the Loan Agreement (Taxable Loan) dated as of May 1, 2020 (the “2020 Loan”), by and between the Corporation and the Lender, issued in the principal amount of \$2,370,604.87, the proceeds of which were used by the Corporation to: (A) purchase certain real property located at 7 Circle Drive, Ross, California, to be used for the tax-exempt purposes of the Corporation, and (B) pay costs of issuance related to the 2020 Loan; (3) finance the costs of acquisition, construction, installation, renovation, rehabilitation and improvement of real property located at 12 Circle Drive, Ross, California, to be used for the tax-exempt purposes of the Corporation, and (4) pay certain costs of issuance of the Loan;

WHEREAS, the proceeds of the 2008 Bonds were used to (i) finance the costs of (a) construction, acquisition, installation, renovation, rehabilitation and improvement of real property, facilities and equipment of the Corporation’s educational facilities located on its campus at 39 Fern Hill Avenue and 71 Fern Hill Avenue, Ross, California 94957 (the

“Campus”), including but not limited to a new Arts Center, Science Building, and Student Commons/Dining Room Facility, and (b) miscellaneous construction, acquisition, renovation, improvements, demolition, capital maintenance, equipment acquisition and installation thereof at the Campus; and (ii) pay certain costs of issuance of the 2008 Bonds, including fees and expenses with respect to a direct-pay letter of credit supporting the 2008 Bonds;

WHEREAS, the projects described above (collectively, the “Projects”) are owned and operated by the Corporation and used for the educational purposes thereof, and are located in the County of Marin;

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;

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the issuance of the Loan by the Authority must be approved by the County;

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;

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 Loan, and now desires to approve the issuance of the Loan 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 Loan, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

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

Section 1. The Board of Supervisors hereby approves the issuance of the Loan by the Authority for the purposes of financing and/or refinancing the Project and paying various costs of issuance in connection with the Loan and other related costs. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Loan 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 _____ day of _____, 2021, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____,
2021.

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 February 2, 2021

SUBMITTED BY: Department of Public Health – Edward Hill

SUBJECT: AVENAL HEALTH CLINIC LEASE WITH KINGS VIEW CORPORATION –
LEASE AMENDMENT

SUMMARY:

Overview:

This amendment to the current lease agreement will allow the Kings View Corporation to continue using the Department of Public Health's clinic in Avenal two days a week for counseling services at a reduced rate. This amendment is temporary and will remain in effect at the reduced rate until the current State of Emergency is terminated.

Recommendation:

Authorize the Chairman to sign the lease agreement amendment with Kings View Corporation retroactively effective November 1, 2020 through June 20, 2022.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended actions. The change in funding will be absorbed by the Health Realignment Trust. This amendment proposes a change to the current contract to be adjusted to a flat rate of \$100 per month. Revenues will be deposited into Budget Unit 411100 (Health Administration).

BACKGROUND:

Since April 1, 2009, the Kings View Corporation (Kings View) has leased a portion of the Department of Public Health's clinic building in Avenal. This lease amendment allows Kings View to continue services in Avenal by using the Department of Public Health's clinic located at 590 Skyline Boulevard, Avenal, California. The

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AVENAL CLINIC LEASE WITH KINGS VIEW CORPORATION – LEASE AMENDMENT

February 2, 2021

Page 2 of 2

Department of Public Health currently uses the building about eight days per month primarily for Women, Infants and Children (WIC) services as well as immunization clinics and other similar services. Therefore, a conflict in building usage should not arise. The original term of the lease was three years with two one-year renewals at Kings View's option. Due to their ongoing budget constraints and a lack of new funding, Kings View was proposing to cancel the current contract. This proposed lease amendment will allow Kings View to continue their ongoing counseling treatment of clients in the Avenal and Kettleman City areas. A lack of locally available counseling services is especially critical during time the current pandemic.

The monthly Base Rent for the clinic space shall be \$100 per month, retroactive to November 1, 2020. This monthly rent will continue until the State of Emergency is terminated under Government Code Section 8572.

County Counsel has reviewed and approved this lease agreement amendment as to form.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE COUNTY OF KINGS AND KINGS VIEW**

This first amendment (“Amendment I”) to Lease Agreement No. 270 (“Lease”) is made on the 1st day of November, 2020, by and between the County of Kings (“Landlord”) and Kings View, a California corporation (“Tenant”) (collectively the “Parties”) upon the following terms and conditions:

R E C I T A L S

WHEREAS, Landlord and Tenant entered into the Lease for a three (3) year term commencing on July 1, 2019, for 590 Skyline Boulevard, Avenal, California (the “Premises” as defined in Sections 1.1 and 31.7 of the Lease);

WHEREAS, Tenant occupies the Premises two (2) days per week to provide mental health, alcohol and drug clinic services under Section 1.1;

WHEREAS, Tenant pays Landlord \$1,051.50 per month in rent under Section 1.1 of the Lease;

WHEREAS, Tenant pays Landlord for services and utilities as defined in Section 13.1 of the Lease;

WHEREAS, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020 (the “State of Emergency”);

WHEREAS, to preserve the services rendered by Tenant, Landlord and Tenant wish to modify the Lease to reduce rent and suspend Tenant’s obligation to pay utilities until termination of the State of Emergency;

WHEREAS, the Parties may amend the Lease by written agreement in accordance with Section 31.12; and

WHEREAS, the Parties intend to modify the Lease as to the payment of rent and utilities and services.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1.1 (Base Rent) shall be amended as follows:

The monthly Base Rent for the clinic space shall be \$100.00 per month, starting on November 1, 2020 (“Commencement Date”). Said Base Rent will continue until the State of Emergency is terminated under Government Code Section 8572 (“Termination Date”).

2. Tenant shall have no obligation to pay utilities and services under Section 13.1 from the Commencement Date to the Termination Date.
3. The Parties agree the Base Rent shall not increase under Section 3.2 until the Termination Date.
4. Upon the Termination Date, this Amendment I shall no longer have any force and effect. All other terms, conditions and covenants of the Lease shall remain in full force and effect.
5. The Lease is attached to this Amendment I as Exhibit A.
6. The recitals and exhibits are an integral part of this Amendment I and are incorporated herein.
7. The Parties may execute this Amendment I in one (1) or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The Parties agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK


SIGNATURES ARE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment I on the day and year first written above.

COUNTY OF KINGS

CONTRACTOR NAME


By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

By:  _____
Amanda Nugent Dwyne, CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Lee Burdick, County Counsel

By:  _____
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:
Exhibit A: Lease



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 2, 2021

SUBMITTED BY: Department of Public Health – Edward Hill
SUBJECT: CORCORAN HEALTH CLINIC LEASE WITH KINGS VIEW CORPORATION
– LEASE AMENDMENT

SUMMARY:

Overview:

This amendment to the current lease agreement will allow the Kings View Corporation to continue using the Department of Public Health's clinic in Corcoran two days a week for counseling services at a reduced rate. This amendment is temporary and will remain in effect at the reduced rate until the current State of Emergency is terminated.

Recommendation:

Authorize the Chairman to sign the lease agreement amendment with Kings View Corporation retroactively effective November 1, 2020 through June 30, 2022.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended actions. The change in funding will be absorbed by the Health Realignment Trust. This amendment proposes a change to the current contract to be adjusted to a flat rate of \$100 per month. Revenues will be deposited into budget unit 411100 (Health Administration).

BACKGROUND:

Since April 1, 2009, the Kings View Corporation (Kings View) has leased a portion of the Department of Public Health's clinic building in Corcoran. This lease agreement amendment allows Kings View to continue services

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CORCORAN HEALTH CLINIC LEASE WITH KINGS VIEW CORPORATION – LEASE AMENDMENT

February 2, 2021

Page 2 of 2

in Corcoran by using the Department of Public Health's clinic located at 1002 Dairy Avenue, Corcoran, California. The Department of Public Health currently uses the building about nine days per month primarily for Women, Infants and Children (WIC) services as well as immunization clinics and other similar services. Therefore, a conflict in building usage should not arise. The original term of the lease was three years with two one-year renewals at Kings View's option. Due to their ongoing budget constraints and a lack of new funding, Kings View was proposing to cancel the current contract. This proposed lease amendment will allow Kings View to continue their ongoing counseling treatment of clients in the Corcoran area. A lack of locally available counseling services is especially critical during time the current pandemic.

The monthly Base Rent for the clinic space shall be \$100 per month, retroactive to November 1, 2020. This monthly rent will continue until the State of Emergency is terminated under Government Code Section 8572.

County Counsel has reviewed and approved this lease agreement amendment as to form.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE COUNTY OF KINGS AND KINGS VIEW**

This first amendment (“Amendment I”) to Lease Agreement No. 271 (“Lease”) is made November 1, 2020, by and between the County of Kings (“Landlord”) and Kings View, a California corporation (“Tenant”) (collectively the “Parties”) upon the following terms and conditions:

RECITALS

WHEREAS, Landlord and Tenant entered into the Lease for a three (3) year term commencing on July 1, 2019, for 1002 Dairy Avenue, Corcoran, California (the “Premises” as defined in Sections 1.1 and 31.7 of the Lease);

WHEREAS, Tenant occupies the Premises two (2) days per week to provide mental health, alcohol and drug clinic services under Section 1.1;

WHEREAS, Tenant pays Landlord \$1,051.50 per month in rent under Section 1.1 of the Lease;

WHEREAS, Tenant pays Landlord for services and utilities as defined in Section 13.1 of the Lease;

WHEREAS, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020 (the “State of Emergency”);

WHEREAS, to preserve the services rendered by Tenant, Landlord and Tenant wish to modify the Lease to reduce rent and suspend Tenant’s obligation to pay utilities until termination of the State of Emergency;

WHEREAS, the Parties may amend the Lease by written agreement in accordance with Section 31.12; and

WHEREAS, the Parties intend to modify the Lease as to the payment of rent and utilities and services.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1.1 (Base Rent) shall be amended as follows:

The monthly Base Rent for the clinic space shall be \$100.00 per month, starting on November 1, 2020 (“Commencement Date”). Said Base Rent will continue until the State of Emergency is terminated pursuant to Government Code Section 8572 (“Termination Date”).

2. Tenant shall have no obligation to pay utilities and services under Section 13.1 from the Commencement Date to the Termination Date.
3. The Parties agree the Base Rent shall not increase under Section 3.2 until the Termination Date.
4. Upon the Termination Date, this Amendment I shall no longer have any force and effect. All other terms, conditions and covenants of the Lease shall remain in full force and effect.
5. The Lease is attached to this Amendment I as Exhibit A.
6. The recitals and exhibits are an integral part of this Amendment I and are incorporated herein.
7. The Parties may execute this Amendment I in one (1) or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The Parties agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment I on the day and year first written above.

COUNTY OF KINGS

CONTRACTOR NAME

By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

By: Amanda Nugent Divine, CEO
Amanda Nugent Divine, CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: Lindy Crose Kliever
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:
Exhibit A: Lease

Craig Pederson, Chair



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 2, 2021

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: APPOINTMENT TO THE KINGS COUNTY AGRICULTURAL ADVISORY COMMITTEE

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:

Appoint one member to the Kings County Agricultural Advisory Committee. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments.

Fiscal Impact:

None.

Advisory Board Statement:

The Committee Coordinator recommends the appointment of Julie Belezzuoli-Hathaway as outlined today.

BACKGROUND:

The complete membership of the Committee consists of nine (9) regular members, three (3) Ex-Officio Members and six (6) Auxiliary Members. There are four (4) vacancies on the committee: one (1) Ex-Officio member/USDA, one (1) Regular Member and two (2) Auxiliary members. The applicant is Julie Belezzuoli-Hathaway – Regular Member/livestock/poultry representative.

The purpose of the Committee is an advisory agency to the Kings County Board of Supervisors on matters involving agriculture. The primary focus of the committee will be the sustainability and economic prosperity of agricultural production in Kings County. The Committee may perform functions such as, but not limited to: Study problems of general or special interest assigned by the Board; Undertake special studies as needed or requested relating to preservation of agricultural land and protection of soil resource. Review important proposed State Legislation affecting agriculture, and other matters of general concern or interest to agriculture.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

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 February 02, 2021

SUBMITTED BY: Fire – Bill Lynch/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:

None.

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 HSC. 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 _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

MANDATED INSPECTIONS SB1205

CATEGORY	NAME	ADDRESS	INSPECTION DATE
Schools			
	Kings River Hardwick	10300 Excelsior Avenue	10.20.20
	Hanford Christian	11948 Flit Avenue	10.19.20
	Kit Carson Elementary	9895 7th Avenue	09.08.20
	Lakeside Elementary	9100 Jersey Avenue	10.16.20
	Armona Elementary	14045 Pimo Street	09.08.20
	Armona Union Academy	14435 Locust Street	12.07.20
	Parkview Middle School	11075 C Street	12.09.20
	Pioneer Elementary	8810 14th Avenue	09.23.20
	Island Union	7799 21st Avenue	12.03.20
	Central Union	15783 18th Avenue	10.27.20
	Kings Christian	900 E. D Street	11.18.20
	Akers Elementary	Constellation Ave. Bldg # 968	11.06.20
	Neutra Elementary	Constellation Ave. Bldg #967	11.06.20
	Kettleman City Elementary	701 General Petroleum	11.25.20
	Stratford Elementary	20227 1st Street	09.11.20
	Stratford Preschool	19275 Cross Street	09.11.20
	Bret Harte	1300 Letts Avenue	10.15.20
	John C. Fremont	1900 Bell Avenue	09.23.20
	Mark Twain Elementary	1500 Oregon Avenue	10.06.20
	Corcoran High	1100 Letts Avenue	09.24.20
	John Muir School	707 Letts Avenue	09.23.20
	Kings Lake Education Center	1128 Dairy Avenue	11.03.20
	Technology Learning Center	1101 Dairy Avenue	10.28.20
	Dolores Huerta Head Start	700 6 1/2 Avenue	11.23.20
	Oasis Child Development	1072 South 7th Avenue	09.15.20
	Wonderful Preschool	1225 South 7th Avenue	09.23.20
	Avenal Elementry	500 South 1st Avenue	09.29.20
	Tamarac Elementry	1000 Union Avenue	09.18.20
	Avenal Middle	608 North 1st Avenue	09.29.20
	Avenal High	601 East Mariposa Street	09.28.20

MANDATED INSPECTIONS SB1205

	Sunrise High	209 Park Avenue	09.28.20
Hotels/Motels			
	Holiday Lodge	8749 Lacey Boulevard	12.05.20
	Stardust Hotel	8595 Lacey Boulevard	12.05.20
	Kings Rest Motel	9129 19 1/2 Avenue	11.17.20
	Tachi Hotel	17225 Jersey Avenue	09.24.20
	Best Western Inn	33410 Powers Drive	11.19.20
	Quality Inn	33415 Powers Drive	11.16.20
	Corcoran Country Inn	2111 Whitley Avenue	10.29.20
	Corcoran Inn	1317 Whitley Avenue	09.04.20
	Budget Inn	1224 Whitley Avenue	10.07.20
	Glory Inn	941 Whitley Avenue	09.23.20
	Avenal Hotel	260 East Kings Street	10.02.20
Lodging Houses			
	The Lodging House Motel	801-805 San Joaquin Street	10.02.20
Appartments			
	Armona Village Apartments	13845 Lynn Street	12.07.20
	Valley Garden Apartments	13841 Lynn Street	09.16.20
	Corcoran Station Apartments	821 Whitley Avenue	09.15.20
	Avalon Family Apartments	2502 Hanna Avenue	09.22.20
	Willow Lakes	1700 Dairy Avenue	09.17.20
	Whitley Manor	2250 Whitley Avenue	09.17.20
	Kings Manor	1420 North Avenue	11.25.20
	Sierra Vista Apartments	1830 Dairy Avenue	11.16.20
	Westgate Manor	2344 Sherman Avenue	10.14.20
	Corcoran Garden Apartments	1307 Bainum Avenue	12.01.20
	Whitley Garden Apartments	2400 Whitley Avenue	09.17.20
	Carolyn Apartments	920 6 1/2 Avenue	10.24.20
	Arroyo Del Camino	801 Corcoran Ave Avenal, CA 93204	09.24.20
	El Palmer	1112 Whiney Avenal, CA 93204	09.15.20
	Esparanza Apartments	500 Alpine St. Avenal, CA 93204	09.23.20
	Hearthstone Village Apartments	1217 South 7th Ave Avenal, CA 93204	09.15.20
	Las Palmas Garden Apartments	109 North A Ave Avenal, CA 93204	09.23.20
	Pleasant Valley Manor Apt.	1017 Dome St Avenal, CA 93204	10.14.20

MANDATED INSPECTIONS SB1205

Wein Manor Apartments	505 Corcoran Ave Avenal, CA 93204	10.14.20
West View Apartments	1068 South 7th Ave Avenal, CA 93204	10.14.20

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 ___ day of _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

Craig Pedersen, Chairperson of the
Board of Supervisors,
County of Kings

WITNESS my hand and seal of said Board of Supervisors this ___ day of _____, 2021.

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 February 2, 2021

SUBMITTED BY: Department of Public Health – Edward Hill/Darcy Pickens

SUBJECT: EXTRA HELP ADVANCE STEP HIRE

SUMMARY:

Overview:

The Kings County Public Health Department is requesting approval to hire James Ray as an extra-help Environmental Health Division Manager at Step 5, which requires Board approval under Personnel Rule 13051. Currently, the Public Health Department is undergoing administrative changes, including the retirement of an Assistant Director of Public Health. County Administration and Human Resources support the request.

Recommendation:

Authorize the advance step hire of James Ray as an extra-help Environmental Health Division Manager at Salary Range 235.5, Step 5.

Fiscal Impact:

There are no General Fund impacts for this item. This position and associated salary was included in the Health Department's Fiscal Year 2020-2021 Budget, in Budget Unit 411500. Since this position is an extra-help appointment, there will be salary savings due to the limitation of hours on extra-help positions and there will be no associated benefit costs paid to the incumbent.

BACKGROUND:

James Ray has 34 years of experience in Environmental Health Services. This experience includes working in Santa Barbara and Riverside counties with complex environmental health systems. Mr. Ray possesses supervisory skills in the environmental health field, supervising up to 45 staff members.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

EXTRA HELP ADVANCE STEP HIRE

February 2, 2021

Page 2 of 2

His education includes a Bachelor's Degree in Crop Science along with several certifications. Such certifications received include; Federal Emergency Management Agency – Centered for Domestic Preparedness, Occupational Safety and Health Administration, and as a registered Environmental Health Specialist.

Mr. Ray is also a Hazardous Materials Specialist. He possesses 4 years of experience as a Certified Unified Program Agency manager. The Certified Unified Program Agency is one of the Environmental Health Services largest sources of revenue and a very complex program, which requires expertise in that area for effective management.

Due to the very low recruitment activity for this position, there is a gap in the administration of the Public Health Department's Environmental Health Division that is requested to be prioritized. Mr. Ray's experience will be a tremendous asset for the daily operations and the transition period in the department for Environmental Health Division. County Administration and Human Resources support the request for the advance step hire of James Ray as an extra-help Environmental Health Division Manager.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 2, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Antoinette Gonzales
SUBJECT: PROJECT ROOMKEY AND REHOUSING STRATEGY EMERGENCY HOMELESSNESS FUNDING ALLOCATION
SUMMARY:

Overview:

The Human Services Agency (HSA) requests approval to accept one-time Project Roomkey (PRK) and rehousing strategy funds administered through California Department of Social Services (CDSS). Funding will be used to continue PRK and will also be used to transition participants to permanent housing. The purpose of this funding from CDSS is to provide continued support to communities to protect the health and safety of homeless populations and to increase the rate and speed of rehousing placements out of PRK sites.

Recommendation:

- a. Authorize the Human Services Agency Director to accept \$277,150 from the State’s Disaster Response Emergency Operations General Fund account made available to Kings County for ongoing support of Project Roomkey; and
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There will be no impact to County General Fund and no required County match. The Human Services Agency would be accepting \$277,150 in COVID-19 Project Room Key Rehousing Emergency Homelessness funding from the State General Fund, which will be utilized in meeting the 25% County match requirement for claimed expenses to the Federal Emergency Management Agency (FEMA) in implementing Project Room Key. The State General Fund contribution of \$277,150 will be combined with FEMA’s 75% cost-share of \$831,450, for a total of \$1,108,600 in reimbursed PRK expenses.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PROJECT ROOM KEY REHOUSING STRATEGY EMERGENCY HOMELESSNESS FUNDING ALLOCATION

February 2, 2021

Page 2 of 2

BACKGROUND:

Pursuant to California Governor Gavin Newsome's proclamation of a State of Emergency on March 4, 2020, the Governor signed Executive Order N-32-20 on March 18, 2020. Executive Order N-32-20 provided local governments with emergency homelessness funds to expand immediate shelter and isolation capacity and provide COVID-19 preventions to the homeless populations. In March 2020, communities across California began operating PRK, a statewide locally-driven and State-supported initiative to provide emergency non-congregate shelter for people experiencing homelessness and in need of isolation. In response to the ongoing and increasing spread of COVID-19, PRK remains critical. On November 16, 2020, Governor Newsom announced the availability of \$62 million in one-time State General Fund monies from the State's Disaster Response Emergency Operations Account to allow PRK operations to continue while transitioning participants to permanent housing. The goal of these funds is to continue to ensure safety of individuals during this ongoing public health emergency and to increase the rate of speed of rehousing placements out of PRK. California Department of Social Services (CDSS) has allocated \$277,150 in one-time state General Funds to Kings County to support both ongoing operations and rehousing efforts of PRK participants. The allocated amount for Kings County is based on a proportionate number of occupied PRK rooms reported to CDSS as of July 2020.

Allowable Funding and Utilization:

- Funds to be used to support continued PRK operations as well as rehousing activities for current or former PRK participants and to move into permanent, safe and stable housing.
- Funds to be used consistent with state and federal law including Housing First as specified in Welfare and Institutions Code.
- PRK and Rehousing Strategy funding made available is extremely flexible and may be used to provide housing financial assistance, housing navigation and surge activities, and housing case management to current or former program participants.
- Funding available to each county is proportionate to the number of occupied PRK rooms reported to CDSS from July 2020 and must be encumbered by June 30, 2021.
- Funds spent on eligible costs associated with operating non-congregate shelters may be utilized as a 25 percent local cost share for FEMA.

If approved, these funds would continue to offset the costs of motel, food, security, laundry and any staffing costs of PRK not covered by FEMA's 75 percent cost-share. HSA projects to continue to serve 80 individuals with these funds. HSA has already executed expenditure agreements to implement PRK in Kings County, and has been operational since May 11, 2020 (Board Agreement #20-023). PRK is currently sheltering 89 eligible individuals. To date, 195 total individuals have been sheltered. HSA has been simultaneously focusing efforts on transitioning individuals from sheltering into permanent housing.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Human Services Agency	Prof & Spec Service-COVID 19	100000	510000	92132	1,108,600
TOTAL						\$1,108,600

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Human Services Agency	Fed Aid-Welfare Admin	100000	510000	86000	831,450
General Fund	Human Services Agency	St Aid-Welfare Admin	100000	510000	85007	277,150
TOTAL						\$1,108,600

(B) Budget Transfer:

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

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

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

Dept. of Finance Approval _____ Department Head  _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 2, 2021

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: RESOLUTION ENHANCING WATER MANAGEMENT FOR THE COUNTY'S
LONG-TERM WATER SUPPLY CONTRACT

SUMMARY:

Overview:

The County of Kings has a long-term water supply contract (SWP Contract) with the State of California Department of Water Resources (DWR) for the delivery of State Water Project (SWP) water. Under the existing SWP Contract, water transfers are permitted in a limited and very specific manner, resulting in their infrequent use. In addition, while the existing SWP contract allows for bona fide exchanges of water, it lacks specificity regarding the parameters of such exchanges. Consequently, public water agencies that have SWP Contracts with DWR (PWAs) have relied upon DWR's case-by-case application, which provides less certainty for planning purposes.

Given changes in hydrology and further constraints placed on DWR's operation of the SWP and to provide flexibility in the future, PWAs and DWR conducted a series of public negotiations with the goal of agreeing on concepts to supplement and clarify the existing water transfer and exchange provisions of the SWP Contracts to provide improved water management. In a December 2017 Notice to Contractors, DWR indicated its desire to supplement and clarify the water management tools through this public process. In June 2018, PWAs and DWR agreed upon an Agreement in Principle (AIP), which included specific principles to accomplish this goal. These principles included clarifying existing practices for exchanges, providing new flexibility for single- and multi-year, non-permanent water transfers, allowing PWAs to set the terms of compensation for transfers and exchanges, providing for the limited transfer of carryover and Article 21 water, and adding provisions to ensure transparency, among some others. In October 2018, a Draft Environmental Impact Report (DEIR) was circulated for the proposed project.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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In addition, the AIP at the time included certain cost allocation sections for the California WaterFix project (WaterFix). In early 2019, the Governor decided not to move forward with WaterFix and DWR rescinded its approvals of the project. After this shift, the PWAs and DWR held a public negotiation and agreed to remove the WaterFix cost allocation sections from AIP, but to keep all of the water management provisions in the AIP. The AIP was finalized on May 20, 2019. DWR decided to amend and recirculate the DEIR. In February 2020, DWR published the Partially Recirculated DEIR for the State Water Project Supply Contract Amendments for Water Management (Project) and in August 2020, DWR certified the Final EIR for the Project.

The proposed amendments to the SWP Contract for Board consideration are based on the AIP, which has been converted into contract amendment language developed by PWA and DWR attorneys. The proposed amendment would be effective when 24 of the SWP PWAs execute the amendment. While Board approval is not required to make the amendments effective, it is certainly preferred. The proposed contract amendment language is attached to this report.

Recommendation:

- a. Adopt a Resolution authorizing the Chairman to execute the proposed amendment to the County's long-term water supply contract with the California Department of Water Resources regarding enhanced water management tools; and**
- b. Make responsible agency findings pursuant to the California Environmental Quality Act for the Final Environmental Impact Report for the State Water Project Supply Contract Amendments for Water Management, and adopt California Environmental Quality Act Findings and Statement of Overriding Considerations for the Project.**

Fiscal Impact:

There are no financial impacts of approving the proposed contract amendment.

BACKGROUND:

Existing Section 56(d) provides the only mechanism for non-permanent transfers of SWP water between PWAs. This mechanism is called the "Turnback Pool." As indicated above, it allows transfers in a limited and specific manner and it is rarely utilized. In addition, Section 56(f) allows PWAs to enter into bona fide exchanges of water with other PWAs, but it lacks specificity regarding the parameters. As a result, DWR has applied Section 56(f) on a case-by-case basis, which has provided less certainty for PWA planning purposes.

Consequently, DWR and the PWAs worked together to find solutions to develop water supply management practices to enhance management flexibility for SWP water supplies in a changing environment. The proposed contract amendment for the Board's consideration supplements and clarifies terms of the SWP water supply contract related to water transfers and exchanges within the SWP service area to improve water management capabilities and options. The proposed amendment does not increase SWP diversions or change SWP operations.

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Transfers

Specifically, the proposed contract amendment does the following, among other things, regarding transfers:

- Removes the Turnback Pool language from the contract.
- Creates new flexibility for non-permanent transfers, including allowing PWAs to transfer water to other PWAs outside their service areas, to determine the duration (either single- or multi-year) and terms of compensation for transfers, to execute Transfer Packages (two (2) or more transfer agreements between the same PWAs), and to transfer water stored outside their service territory directly to other PWAs.
- Requires certain conditions be met to avoid harm to the SWP and other PWAs.
- Requires DWR approval based on satisfaction of such conditions.
- Permits PWAs to transfer Article 21 water with DWR approval after a demonstration of special need.
- Allows PWAs to transfer or exchange up to 50% of their carryover water.
- Adds provisions to ensure transparency.
- Provides for a dispute resolution process for non-participating PWAs who feel they may be adversely impacted by a transfer.

Exchanges

The proposed contract amendment does the following, among other things, with regards to exchanges of water:

- Establishes clear criteria for exchanges to provide more clarity.
- Sets exchange ratios based on Annual Table A water allocation percentages, up to 5 to 1.
- Sets the maximum cost compensation for an exchange.
- Allows exchanges to be carried out over a 10-year period (meaning water could be returned over 10 years).
- Permits the exchange or transfer of up to 50% of PWAs' carryover water.
- Requires certain conditions to be met to avoid harm to the SWP and other PWAs.
- Adds provisions to ensure transparency.
- Provides for a dispute resolution process for non-participating PWAs who feel they may be adversely impacted by an exchange.

In addition to the above, the proposed amendment permits PWAs to participate in multiple transfers or exchanges each year, as well as to be both buyers and sellers in the same year. PWAs may also petition DWR for exceptions to the some of the above criteria upon a demonstration of special needs or circumstances. Overall, the proposed amendments provide improved flexibility for PWAs to utilize water transfers and exchanges to better manage their SWP water supplies in a dynamic environment.

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Proposed Amendment Implementation Schedule

The proposed contract amendment to the County of Kings' long-term water supply contract with DWR is a uniform amendment that all PWAs are considering. Pursuant to the terms of the proposed amendment, it will go into effect on the last day of the month after 24 PWAs have executed the contract amendment. If 24 or more PWAs have not executed the amendment by February 28, 2021, DWR may decide in consultation with those PWAs who have executed it whether to allow the amendment to take effect.

CEQA Determination

On February 28, 2020, DWR published the 2020 Partially Recirculated DEIR for the Project. The Partially Recirculated DEIR was circulated for 94 days through June 1, 2020. On August 25, 2018, DWR certified the Final EIR for the Project. The Final EIR determined that the Project would have significant and unavoidable impacts to groundwater hydrology and water quality, and cumulatively considerable and unavoidable impacts to groundwater supplies and subsidence. As such, DWR adopted CEQA Findings of Fact and Statement of Overriding Considerations for the Project. On August 28, 2020, DWR filed a Notice of Determination for the Project. DWR's Notice of Determination, Partially Recirculated DEIR, and Final EIR can be found on the official DWR website at: <https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>. DWR's CEQA Findings and Statement of Overriding Considerations is attached to this staff report.

Before approving the proposed contract amendment, the County of Kings, as a Responsible Agency under CEQA, is required to certify that it has reviewed and considered the information in the certified Final EIR for the Project. In addition, because the certified Final EIR identified significant and unavoidable impacts to the environment, the County of Kings must adopt CEQA Findings of Fact and Statement of Overriding Considerations. Staff has consulted with the County's SWP administrator, the Tulare Lake Basin Water Storage District, which supports these findings and the proposed amendment.

Attachments:

- a. Resolution No. ____
- b. Proposed contract amendment language
- c. DWR's CEQA Findings and Statement of Overriding Considerations
- d. DWR's Certification and Project Approval

RESOLUTION NO. 2021-____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS (1) AUTHORIZING AMENDMENTS TO THE COUNTY OF KINGS' LONG-TERM WATER SUPPLY CONTRACT WITH THE DEPARTMENT OF WATER RESOURCES TO SUPPLEMENT AND CLARIFY WATER MANAGEMENT TOOLS REGARDING TRANSFERS AND EXCHANGES OF SWP WATER; AND (2) MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO CEQA FOR THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE STATE WATER PROJECT SUPPLY CONTRACT AMENDMENTS FOR WATER MANAGEMENT, AND ADOPTING CEQA FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

WHEREAS, the County of Kings has a long-term water supply contract (SWP Contract) with the State of California Department of Water Resources (DWR) for the delivery of State Water Project (SWP) water;

WHEREAS, under the existing SWP Contract, water transfers are permitted in a limited and very specific manner, resulting in their infrequent use, and the parameters for exchanges of water, while allowed, lack specificity and clear guidance, which impede sound, long-term planning;

WHEREAS, the County of Kings, along with other public water agencies with SWP Contracts (PWAs) conducted a series of public negotiations with DWR with the goal of agreeing on concepts to supplement and clarify the existing water transfer and exchange provisions of the SWP Contracts to provide improved water management;

WHEREAS, in June 2018, PWAs and DWR agreed upon an Agreement in Principle (AIP), which included specific principles to clarify and enhance the terms of the SWP water supply contract related to water transfers and exchanges to improve water management capabilities and PWA options;

WHEREAS, in October 2018, DWR circulated a Draft Environmental Impact Report (2018 DEIR) that considered impacts related to the AIP, which at that time also included certain cost allocation sections for the California WaterFix project (WaterFix);

WHEREAS, in early 2019, Governor Newsom decided not to move forward with California WaterFix, and DWR rescinded its approvals of the AIP project. The PWAs and DWR subsequently held a public negotiation and agreed to remove the WaterFix cost allocation sections from the AIP, but to retain the water management provisions, and the AIP was finalized on May 20, 2019;

WHEREAS, the proposed amendment to the County of Kings' SWP Contract for consideration by the Board articulates in contract language the principles of the final AIP;

WHEREAS, DWR is the lead agency for the water management amendments, called the "State Water Project Supply Contract Amendments for Water Management" (Project), pursuant to CEQA (Pub. Res. Code §§ 21000, *et seq.*) and the State CEQA Guidelines (14 CCR §§ 15000, *et seq.*). As the lead agency, DWR is responsible for assuring that an adequate analysis of the Project's environmental impacts is conducted;

WHEREAS, on February 28, 2020, DWR issued a Partially Recirculated Draft Environmental Impact Report (DEIR) for the Project, which was circulated for public review for 94 days through June 1, 2020;

WHEREAS, DWR prepared a Final Environmental Impact Report for the Project, which included the DEIR, appendices, comments on the DEIR, responses to comments on the DEIR, and revisions to the DEIR (collectively, FEIR);

WHEREAS, on August 25, 2020, DWR certified the FEIR, adopted CEQA Findings of Fact and Statement of Overriding Considerations, and approved the Project;

WHEREAS, the FEIR concluded that the Project would have significant and unavoidable impacts to groundwater hydrology and water quality, and cumulatively considerable and unavoidable impacts to groundwater supplies and subsidence. As such, DWR adopted CEQA Findings of Fact and Statement of Overriding Considerations for the Project (attached as Exhibit A);

WHEREAS, the County of Kings and DWR propose to amend the County of Kings' SWP Contract by approving the amendment attached as Exhibit B to this Resolution (Amendment), the environmental effects of which were studied in the FEIR;

WHEREAS, the County of Kings is a responsible agency and has more limited approval and implementing authority over the Amendment than does the DWR;

WHEREAS, the Board of Supervisors of the County of Kings, at its scheduled public meeting on February 2, 2021, independently reviewed and considered the FEIR, CEQA Findings of Fact and Statement of Overriding Considerations, and other related documents and evidence in the record before it;

WHEREAS, all the procedures of CEQA and the State CEQA Guidelines have been met, and the FEIR prepared in connection with the Project is sufficiently detailed so that all the potentially significant effects of the Project and the Amendment on the environment and measures feasible to avoid or substantially lessen such effects have been evaluated in accordance with CEQA; and

WHEREAS, as contained herein, the County of Kings has endeavored in good faith to set forth the basis for its decision on the Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein by reference as an operative portion of this Resolution.
2. Based on the above findings, the Board hereby approves the Amendment and authorizes the General Manger to execute it on behalf of the County of Kings, which is incorporated herein and attached hereto as Exhibit B.
3. The FEIR prepared for the Project, which can be found at <https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>, is hereby received by the Board and incorporated herein by this reference
4. Pursuant to State CEQA Guidelines section 15096 and in its limited role as a responsible agency under CEQA, the Board has reviewed and considered the FEIR, as well as DWR's certification of the FEIR and approval of the Project, and DWR's CEQA Findings of Fact and Statement of Overriding Considerations, and the Board incorporates those items herein by reference. As to those resources within the County of Kings' power and authority as a responsible agency under CEQA, the Board exercises its independent judgment and finds that the FEIR contains a complete, objective and accurate reporting of the Amendment's impacts.
5. Exercising its independent judgment, the Board concurs with the CEQA Findings of Fact and Statement of Overriding Considerations approved by DWR and hereby adopts those CEQA Findings of Fact and Statement of Overriding Considerations, attached hereto as Exhibit A and incorporates them herein by this reference. The Board further finds that there are no feasible mitigation measures or alternatives within its authority that would substantially lessen or avoid any significant effects that the Project would have on the environment, for the reasons explained in the FEIR.
6. The Board concurs with the Statement of Overriding Considerations adopted by DWR and finds that the benefits of the Amendment outweigh the adverse environmental impacts not reduced to below a level of significance.
7. The Board hereby authorizes and directs staff to file and have posted a Notice of Determination with the County Clerk and with the State Clearinghouse within five (5) working days of the adoption of this Resolution.
8. The documents and materials that constitute the record of proceedings for this Resolution are available for review in the office of the Clerk of the Board, Catherine Venturella, located in the County Administration Office, 1400 W. Lacey Boulevard, Hanford, California, 93230.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the __ day of _____, 2021, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this __ day of _____, 2021.

Clerk of said Board of Supervisors

Exhibit A

DWR's CEQA Findings of Fact and Statement of Overriding Considerations

Exhibit B
Proposed SWP Contract Amendment

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 19 (THE WATER MANAGEMENT AMENDMENT)
TO WATER SUPPLY CONTRACT
BETWEEN
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
AND
COUNTY OF KINGS

THIS AMENDMENT to the Water Supply Contract is made this _____ day of _____, 20____ pursuant to the provisions of the California Water Resources Development Bond Act, the Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State," and County of Kings, herein referred to as the "Agency."

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RECITALS

- A. The State and the Agency entered into and subsequently amended a water supply contract (the “contract”), dated August 31, 1967, providing that the State shall supply certain quantities of water to the Agency and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments; and
- B. The State and the Agency, in an effort to manage water supplies in a changing environment, explored non-structural solutions to provide greater flexibility in managing State Water Project (SWP) water supplies; and
- C. The State and the Agency, in an effort to support the achievement of the coequal goals for the Delta set forth in the Delta Reform Act, sought solutions to develop water supply management practices to enhance flexibility and reliability of SWP water supplies while the Agency is also demonstrating its commitment to expand its water supply portfolio by investing in local water supplies; and
- D. The State and the Agency, in response to the Governor’s Water Resiliency Portfolio, wish to maintain and diversify water supplies while protecting and enhancing natural systems without changing the way in which the SWP operates; and
- E. The State and the Agency sought to create a programmatic solution through transfers or exchanges of SWP water supplies that encourages regional approaches among water users sharing watersheds and strengthening partnerships with local water agencies, irrigation districts, and other stakeholders; and
- F. The State and the Agency, in an effort to comply with the Open and Transparent Water Data Platform Act (Assembly Bill 1755), sought means to create greater transparency in water transfers and exchanges; and
- G. The State, the Agency and representatives of certain other SWP Contractors have negotiated and agreed upon a document (dated May 20, 2019), the subject of which is “ Draft Agreement in Principle for the SWP Water Supply Contract Amendment for Water Management” (the “Agreement in Principle”); and
- H. The Agreement in Principle describes that the SWP Water Supply Contract Amendment for Water Management “supplements and clarifies terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area”; the principles agreed to achieve this without relying upon increased SWP diversions or changing the way in which the SWP operates, and are consistent with all applicable contract and regulatory requirements; and

- I. The State, the Agency and those Contractors intending to be subject to the contract amendments contemplated by the Agreement in Principle subsequently prepared an amendment to their respective Contracts to implement the provisions of the Agreement in Principle, and such amendment was named the “SWP Water Supply Contract Amendment for Water Management”; and
- J. The State and the Agency desire to implement continued service through the contract and under the terms and conditions of this “SWP Water Supply Contract Amendment for Water Management”;

NOW, THEREFORE, IT IS MUTUALLY AGREED that the following changes and additions are hereby made to the Agency's water supply contract with that State:

AMENDED CONTRACT TEXT

ARTICLE 1 IS AMENDED TO ADD THE FOLLOWING DEFINITIONS, PROVIDED THAT IF THIS WATER MANAGEMENT AMENDMENT TAKES EFFECT BEFORE THE CONTRACT EXTENSION AMENDMENT TAKES EFFECT, THE ADDITIONS HEREIN SHALL CONTINUE IN EFFECT AFTER THE CONTRACT EXTENSION AMENDMENT TAKES EFFECT NOTWITHSTANDING THE CONTRACT EXTENSION AMENDMENT'S DELETION AND REPLACEMENT OF ARTICLE 1 IN ITS ENTIRETY:

1. Definitions

- (au) **"Article 56 Carryover Water"** shall mean water that the Agency elects to store under Article 56 in project surface conservation facilities for delivery in a subsequent year or years.

ARTICLES 21 and 56 ARE DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:

21. Interruptible Water Service

(a) Allocation of Interruptible Water

Each year from water sources available to the project, the State shall make available and allocate interruptible water to contractors in accordance with the procedure in Article 18(a). Allocations of interruptible water in any one year may not be carried over for delivery in a subsequent year, nor shall the delivery of interruptible water in any year impact the Agency's approved deliveries of Annual Table A Amount or the Agency's allocation of water for the next year. Deliveries of interruptible water in excess of the Agency's Annual Table A Amount may be made if the deliveries do not adversely affect the State's delivery of Annual Table A Amount to other contractors or adversely affect project operations. Any amounts of water owed to the Agency as of the date of this amendment pursuant to former Article 12(d), any contract provisions or letter agreements relating to wet weather water, and any Article 14(b) balances accumulated prior to 1995, are canceled. The State shall hereafter use its best efforts, in a manner that causes no adverse impacts upon other contractors or the project, to avoid adverse economic impacts due to the Agency's inability to take water during wet weather.

(b) Notice and Process for Obtaining Interruptible Water

The State shall periodically prepare and publish a notice to contractors describing the availability of interruptible water under this Article. To obtain a supply of interruptible water, including a supply from a transfer of interruptible water, the Agency shall execute a further agreement with the State. The State will timely process such requests for scheduling the delivery of the interruptible water.

(c) Rates

For any interruptible water delivered pursuant to this Article, the Agency shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such interruptible water were Table A Amount water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State. The State shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if interruptible water were not scheduled for or delivered to the Agency. Only those contractors not participating in the repayment of the capital costs of a reach shall be required to pay any use of facilities charge for the delivery of interruptible water through that reach.

(d) Transfers of Interruptible Water

- (1) Tulare Lake Basin Water Storage District, Empire West-Side Irrigation District, Oak Flat Water District, and County of Kings may transfer to other contractors a portion of interruptible water allocated to them under subdivision (a) when the State determines that interruptible water is available.
- (2) The State may approve the transfer of a portion of interruptible water allocated under subdivision (a) to contractors other than those listed in (d)(1) if the contractor acquiring the water can demonstrate a special need for the transfer of interruptible water.
- (3) The contractors participating in the transfer shall determine the cost compensation for the transfers of interruptible water.

The transfers of interruptible water shall be consistent with Articles 56(d) and 57.

56. Use and Storage of Project Water Outside of Service Area and Article 56 Carryover Water

(a) State Consent to Use of Project Water Outside of Service Area

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency storing Project Water in a groundwater storage program, project surface conservation facilities and in nonproject surface storage facilities located outside its service area for later use by the Agency within its service area and to the Agency transferring or exchanging Project Water outside its service area consistent with agreements executed under this contract.

(b) Groundwater Storage Programs

The Agency shall cooperate with other contractors in the development and establishment of groundwater storage programs. The Agency may elect to store Project Water in a groundwater storage program outside its service area for later use within its service area. There shall be no limit on the amount of Project Water the Agency can store outside its service area during any year in a then existing and operational groundwater storage program.

(1) Transfers of Annual Table A Amount stored in a groundwater storage program outside a contractor's service area.

In accordance with applicable water rights law and the terms of this Article, the Agency may transfer any Annual Table A Amount stored on or after the effective date of the Water Management Amendment in a groundwater storage program outside its service area to another contractor for use in that contractor's service area. These transfers must comply with the requirements of Articles 56(c)(4)(i)-(v), (6) and (7), and Article 57. The Agency will include these transfers in its preliminary water delivery schedule required in Article 12(a).

(2) Exchanges of any Annual Table A Amount stored in a groundwater storage program outside a contractor's service area.

In accordance with applicable water rights law and the terms of this Article, the Agency may exchange any Annual Table A Amount stored on or after the effective date of the Water Management Amendment in a groundwater storage program outside its service area with another contractor for use in that contractor's service area. These exchanges must comply with the requirements in Article 56(c)(4)(i)-(v). The Agency shall include these exchanges in its preliminary water delivery schedule pursuant to Article 12(a).

(c) Article 56 Carryover Water and Transfers or Exchanges of Article 56 Carryover Water

- (1) In accordance with any applicable water rights laws, the Agency may elect to use Article 56 Carryover Water within its service area, or transfer or exchange Article 56 Carryover Water to another contractor for use in that contractor's service area in accordance with the provisions of subdivision (c)(4) of this Article. The Agency shall submit to the State a preliminary water delivery schedule on or before October 1 of each year pursuant to Article 12(a), the quantity of water it wishes to store as Article 56 Carryover Water in the next succeeding year, and the quantity of Article 56 Carryover Water it wishes to transfer or exchange with another contractor in the next succeeding year. The amount of Project Water the Agency can add to storage in project surface conservation facilities and in nonproject surface storage facilities located outside the Agency's service area each year shall be limited to the lesser of the percent of the Agency's Annual Table A Amount shown in column 2 or the acre-feet shown in column 3 of the following table, depending on the State's final Table A water supply allocation percentage as shown in column 1. For the purpose of determining the amount of Project Water the Agency can store, the final water supply allocation percentage shown in column 1 of the table below shall apply to the Agency. However, there shall be no limit to storage in nonproject facilities in a year in which the State's final water supply allocation percentage is one hundred percent. These limits shall not apply to water stored pursuant to Articles 12(e) and 14(b).

1. Final Water Supply Allocation Percentage	2. Maximum Percentage of Agency's Annual Table A Amount That Can Be Stored	3. Maximum Acre-Feet That Can Be Stored
50% or less	25%	100,000
51%	26%	104,000
52%	27%	108,000
53%	28%	112,000
54%	29%	116,000
55%	30%	120,000
56%	31%	124,000
57%	32%	128,000
58%	33%	132,000
59%	34%	136,000
60%	35%	140,000
61%	36%	144,000
62%	37%	148,000
63%	38%	152,000
64%	39%	156,000
65%	40%	160,000
66%	41%	164,000
67%	42%	168,000
68%	43%	172,000
69%	44%	176,000
70%	45%	180,000
71%	46%	184,000
72%	47%	188,000
73%	48%	192,000
74%	49%	196,000
75% or more	50%	200,000

- (2) Storage capacity in project surface conservation facilities at any time in excess of that needed for project operations shall be made available to requesting contractors for storage of project and Nonproject Water. If such storage requests exceed the available storage capacity, the available capacity shall be allocated among contractors requesting storage in proportion to their Annual Table A Amounts for that year. The Agency may store water in excess of its allocated share of capacity as long as capacity is available for such storage.
- (3) If the State determines that a reallocation of excess storage capacity is needed as a result of project operations or because of the exercise of a contractor's storage right, the available capacity shall be reallocated among contractors requesting storage in proportion to their respective Annual

Table A Amounts for that year. If such reallocation results in the need to displace water from the storage balance for any contractor or noncontractor, the water to be displaced shall be displaced in the following order of priority:

First, water, if any, stored for noncontractors;

Second, water stored for a contractor that previously was in excess of that contractor's allocation of storage capacity; and

Third, water stored for a contractor that previously was within that contractor's allocated storage capacity.

The State shall determine whether water stored in a project surface water conservation facility is subject to displacement and give as much notice as feasible of a potential displacement. If the Agency transfers or exchanges Article 56 Carryover Water pursuant to this subdivision to another contractor for storage in such facility, the State shall recalculate the amount of water that is subject to potential displacement for both contractors participating in the transfer or exchange. The State's recalculation shall be made pursuant to subdivision (4) of this Article.

(4) Transfers or Exchanges of Article 56 Carryover Water

The Agency may transfer or exchange its Article 56 Carryover Water as provided in this subdivision under a transfer or an exchange agreement with another contractor. Water stored pursuant to Articles 12(e) and 14(b) and Nonproject Water shall not be transferred or exchanged. Transfers or exchanges of Article 56 Carryover Water under this subdivision shall comply with subdivision (f) of this Article and Article 57 as applicable, which shall constitute the exclusive means to transfer or exchange Article 56 Carryover Water.

On or around January 15 of each year, the State shall determine the maximum amount of Article 56 Carryover Water as of January 1 that will be available for transfers or exchanges during that year. The State's determination shall be consistent with subdivisions (c)(1) and (c)(2) of this Article.

The State shall timely process requests for transfers or exchanges of Article 56 Carryover Water by participating contractors. After execution of the transfer or exchange agreement between the State and the contractors participating in the transfer or exchange, the State shall recalculate each contractor's storage amounts for the contractors participating in the transfer or exchange. The State's recalculation shall result in an increase by an amount of water within the storage amounts for the contractor receiving the water and a decrease by the same amount of water for the contractor transferring or exchanging water. The State's recalculation shall be based on the criteria set forth in the State's transfer or exchange agreement with the participating contractors. The State's calculations shall also apply when a contractor uses Article 56 Carryover Water to complete an exchange.

Transfers and exchanges of Article 56 Carryover Water shall meet all of the following criteria:

- (i) Transfers or exchanges of Article 56 Carryover Water are limited to a single-year. Project Water returned as part of an exchange under subdivision (c)(4) may be returned over multiple years.
- (ii) The Agency may transfer or exchange an amount up to fifty percent (50%) of its Article 56 Carryover Water to another contractor for use in that contractor's service area.
- (iii) Subject to approval of the State, the Agency may transfer or exchange an amount greater than 50% of its Article 56 Carryover Water to another contractor for use in that contractor's service area. The Agency seeking to transfer or exchange greater than 50% of its Article 56 Carryover Water shall submit a written request to the State for approval. The Agency making such a request shall demonstrate to the State how it will continue to meet its critical water needs in the current year of the transfer or exchange and in the following year.

- (iv) The contractor receiving the water transferred or exchanged under subdivisions (4)(i) or (ii) above shall confirm in writing to the State its need for the water that year and shall take delivery of the water transferred or exchanged in the same year.
 - (v) Subject to the approval of the State, the Agency may seek an exception to the requirements of subdivisions (4)(i), (ii), and (iii) above. The Agency seeking an exception shall submit a written request to the State demonstrating to the State the need for 1) using project surface conservation facilities as the transfer or exchange point for Article 56 Carryover Water if the receiving contractor cannot take delivery of the transfer or exchange water in that same year, 2) using project surface conservation facilities for the transfer or exchange of one contractor's Article 56 Carryover Water to another contractor to reduce the risk of the water being displaced, or 3) for some other need.
- (5) The restrictions on storage of Project Water outside the Agency's service area provided for in this subdivision (c), shall not apply to storage in any project off-stream storage facilities constructed south of the Delta after the date of the Monterey Amendment.
- (6) For any Project Water stored outside its service area pursuant to subdivisions (b) and (c), the Agency shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as the Agency pays for the transportation of Annual Table A Amount to the reach of the project transportation facility from which the water is delivered to storage. If Table A Amount is stored, the Delta Water Charge shall be charged only in the year of delivery to interim storage. For any stored water returned to a project transportation facility for final delivery to its service area, the Agency shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water calculated from the point of

return to the aqueduct to the turn-out in the Agency's service area. In addition, the Agency shall pay all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were scheduled for or delivered to the Agency's service area instead of to interim storage outside the service area. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for use of a reach for the delivery of water to, or return of water from, interim storage.

- (7) If the Agency elects to store Project Water in a nonproject facility within the service area of another contractor it shall execute a contract with that other contractor prior to storing such water which shall be in conformity with this Article and will include at least provisions concerning the point of delivery and the time and method for transporting such water.

(d) Non-Permanent Water Transfers of Project Water

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency transferring Project Water outside its service area in accordance with the following:

- (1) The participating contractors shall determine the duration and compensation for all water transfers, including single-year transfers, Transfer Packages and multi-year transfers.
- (2) The duration of a multi-year transfer shall be determined by the participating contractors to the transfer, but the term of the transfer agreement shall not extend beyond the term of the Contract with the earliest term.
- (3) A Transfer Package shall be comprised of two or more water transfer agreements between the same contractors. The State shall consider each proposed water transfer within the package at the same time and shall apply the transfer criteria pursuant to Article 57 in the review and approval of each transfer. The State shall not consider a Transfer Package as an exchange.

(e) Continuance of Article 12(e) Carry-over Provisions

The provisions of this Article are in addition to the provisions of Article 12(e), and nothing in this Article shall be construed to modify or amend the provisions of Article 12(e). Any contractor electing to transfer or exchange Project Water during any year in accordance with the provisions of subdivision (c) of this Article, shall not be precluded from using the provisions of Article 12(e) for carrying over water from the last three months of that year into the first three months of the succeeding year.

(f) Bona Fide Exchanges Permitted

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency exchanging Project Water outside its service area consistent with this Article. Nothing in this Article shall prevent the Agency from entering into bona fide exchanges of Project Water for use outside the Agency's service area with other parties for Project Water or Nonproject Water if the State consents to the use of the Project Water outside the Agency's service area. Also, nothing in this Article shall prevent the Agency from continuing those exchange or sale arrangements entered into prior to September 1, 1995. Nothing in this Article shall prevent the Agency from continuing those exchange or sale arrangements entered into prior to the effective date of this Amendment which had previously received any required State approvals. The State recognizes that the hydrology in any given year is an important factor in exchanges. A "bona fide exchange" shall mean an exchange of water involving the Agency and another party where the primary consideration for one party furnishing water to another party is the return of a substantially similar amount of water, after giving due consideration to the hydrology, the length of time during which the water will be returned, and reasonable payment for costs incurred. In addition, the State shall consider reasonable deductions based on expected storage or transportation losses that may be made from water delivered. The State may also consider any other nonfinancial conditions of the return. A "bona fide exchange" shall not involve a significant payment unrelated to costs incurred in effectuating the exchange. The State, in consultation with the contractors, shall have authority to determine whether a proposed exchange of water constitutes a "bona fide exchange" within the meaning of this paragraph and not a disguised sale.

Exchanges of Project Water

Exchanges of Project Water shall be consistent with Article 57. In addition, the State shall apply the following criteria to its review of each exchange of Project Water as set forth below:

(1) **Exchange Ratio**

Exchange ratio shall mean the amount of water delivered from a contractor's project supply in a year to another contractor compared to the amount of water returned to the first contractor in a subsequent year by the other contractor. All exchanges shall be subject to the applicable exchange ratio in this Article as determined by the allocation of available supply for the Annual Table A Amount at the time the exchange transaction between the contractors is executed.

- (a) For allocations greater than or equal to 50%, the exchange ratio shall be no greater than 2 to 1.
- (b) For allocations greater than 25% and less than 50%, the exchange ratio shall be no greater than 3 to 1.
- (c) For allocations greater than 15% and less than or equal to 25%, the exchange ratio shall be no greater than 4 to 1.
- (d) For allocations less than or equal to 15%, the exchange ratio shall be no greater than 5 to 1.

(2) **Cost Compensation**

The State shall determine the maximum cost compensation calculation using the following formula:

The numerator shall be the exchanging contractor's conservation minimum and capital and transportation minimum and capital charges, including capital surcharges. DWR will set the denominator using the State Water Project allocation which incorporates the May 1 monthly Bulletin 120 runoff forecast.

If the Agency submits a request for approval of an exchange prior to May 1, the State shall provide timely approval with the obligation of the contractors to meet the requirement of the maximum compensation. If the maximum compensation is exceeded because the agreement between the

contractors is executed prior to the State Water Project allocation as defined in (c)(2) above, the contractors will revisit the agreement between the two contractors and make any necessary adjustments to the compensation. If the contractors make any adjustments to the compensation, they shall notify the State.

(3) Period During Which the Water May Be Returned:

The period for the water to be returned shall not be greater than 10 years and shall not go beyond the expiration date of this Contract. If the return of the exchange water cannot be completed within 10 years, the State may approve a request for an extension of time.

(g) Other Transfers

Nothing in this Article shall modify or amend the provisions of Articles 15(a), 18(a) or Article 41, except as expressly provided for in subdivisions (c) and (d) of this Article and in subdivision (d) of Article 21.

NEW CONTRACT ARTICLES

ARTICLE 57 IS ADDED TO THE CONTRACT AS A NEW ARTICLE AS FOLLOWS:

57. Provisions Applicable to Both Transfers and Exchanges of Project Water

- (a) Nothing in this Article modifies or limits Article 18 (a).
- (b) Transfers and exchanges shall not have the protection of Article 14(b).
- (c) The Agency may be both a buyer and seller in the same year and enter into multiple transfers and exchanges within the same year.
- (d) Subject to the State's review and approval, all transfers and exchanges shall satisfy the following criteria:
 - (1) Transfers and exchanges shall comply with all applicable laws and regulations.
 - (2) Transfers and exchanges shall not impact the financial integrity of the State Water Project, Transfers and exchange agreements shall include provisions to cover all costs to the State for the movement of water such as power costs and use of facility charge.
 - (3) Transfers and exchanges shall be transparent, including compliance with subdivisions (g) and (h) of this Article.
 - (4) Transfers and exchanges shall not harm other contractors not participating in the transfer or exchange.
 - (5) Transfers and exchanges shall not create significant adverse impacts to the service area of each contractor participating in the transfer or exchange.
 - (6) Transfers and exchanges shall not adversely impact State Water Project operations.
- (e) The Agency may petition the State and the State shall have discretion to approve an exception to the criteria set forth in subdivision (d) in the following cases:
 - (1) When a transfer or an exchange does not meet the criteria, but the Agency has determined that there is a compelling need to proceed with the transfer or exchange.

- (2) When the Agency has received water in a transfer or an exchange and cannot take all of the water identified in the transaction in the same year, the Agency may request to store its water consistent with Article 56(c), including in San Luis Reservoir.
- (f) The State will timely process such requests for scheduling the delivery of the transferred or exchanged water. Contractors participating in a transfer or an exchange shall submit the request in a timely manner.
- (g) The Agency shall, for each transfer or exchange it participates in, confirm to the State in a resolution or other appropriate document approving the transfer or exchange, including use of Article 56(c) stored water, that:
- (1) The Agency has complied with all applicable laws.
 - (2) The Agency has provided any required notices to public agencies and the public.
 - (3) The Agency has provided the relevant terms to all contractors and to the Water Transfers Committee of the State Water Contractors Association.
 - (4) The Agency is informed and believes that the transfer or exchange will not harm other contractors.
 - (5) The Agency is informed and believes that the transfer or exchange will not adversely impact State Water Project operations.
 - (6) The Agency is informed and believes that the transfer or exchange will not affect its ability to make all payments, including payments when due under its Contract for its share of the financing costs of the State's Central Valley Project Revenue Bonds.
 - (7) The Agency has considered the potential impacts of the transfer or exchange within its service area.
- (h) **Dispute Resolution Process Prior to Executing an Agreement**

The State and the contractors shall comply with the following process to resolve disputes if a contractor that is not participating in the transfer or exchange claims that the proposed transfer and/or exchange has a significant adverse impact.

- (1) Any claim to a significant adverse impact may only be made after the Agency has submitted the relevant terms pursuant to Article

57(g)(3) and before the State approves a transfer or an exchange agreement.

- (2) In the event that any dispute cannot be resolved among the contractors, the State will convene a group including the Department's Chief of the State Water Project Analysis Office, the Department's Chief Counsel and the Department's Chief of the Division of Operations or their designees and the contractors involved. The contractor's representatives shall be chosen by each contractor. Any contractor claiming a significant adverse impact must submit written documentation to support this claim and identify a proposed solution. This documentation must be provided 2 weeks in advance of a meeting of the group that includes the representatives identified in this paragraph.
- (3) If this group cannot resolve the dispute, the issue will be taken to the Director of the Department of Water Resources and that decision will be final.

WATER MANAGEMENT AMENDMENT IMPLEMENTING AND ADMINISTRATIVE PROVISIONS

IT IS FURTHER MUTUALLY AGREED that the following provisions, which shall not be part of the Water Supply Contract text, shall be a part of this Amendment and be binding on the Parties.

1. EFFECTIVE DATE OF WATER MANAGEMENT AMENDMENT

- (a) The Water Management Amendment shall take effect (“Water Management Amendment effective date”) on the last day of the calendar month in which the State and 24 or more contractors have executed the Water Management Amendment, unless a final judgment by a court of competent jurisdiction has been entered that the Water Management Amendment is invalid or unenforceable or a final order has been entered that enjoins the implementation of the Water Management Amendment.
- (b) If any part of the Water Management Amendment of any contractor is determined by a court of competent jurisdiction in a final judgment or order to be invalid or unenforceable, the Water Management Amendments of all contractors shall be of no force and effect unless the State and 24 or more contractors agree any the remaining provisions of the contract may remain in full force and effect.
- (c) If 24 or more contractors have not executed the Water Management Amendment by February 28, 2021 then within 30 days the State, after consultation with the contractors that have executed the amendment, shall make a determination whether to waive the requirement of subdivision (a) of this effective date provision. The State shall promptly notify all contractors of the State’s determination. If the State determines, pursuant to this Article to allow the Water Management Amendment to take effect, it shall take effect only as to those consenting contractors.
- (d) If any contractor has not executed the Water Management Amendment within sixty (60) days after its effective date pursuant to subdivisions (a) through (c) of this effective date provision, this Amendment shall not take effect as to such contractor unless the contractor and the State, in its discretion, thereafter execute such contractor’s Water Management Amendment, in which case the Water Management Amendment effective date for purposes of that contractor’s Amendment shall be as agreed upon by the State and contractor, and shall replace the effective date identified in subdivision (a) for that contractor.

2. ADMINISTRATION OF CONTRACTS WITHOUT WATER MANAGEMENT AMENDMENT

The State shall administer the water supply contracts of any contractors that do not execute the Water Management Amendment in a manner that is consistent with the contractual rights of such contractors. These contractors' rights are not anticipated to be affected adversely or benefited by the Water Management Amendments.

3. OTHER CONTRACT PROVISIONS

Except as amended by this Amendment, all provisions of the contract shall be and remain the same and in full force and effect, provided, however, that any reference to the definition of a term in Article 1, shall be deemed to be a reference to the definition of that term, notwithstanding that the definition has been re-lettered within Article 1. In preparing a consolidated contract, the parties agree to update all such references to reflect the definitions' lettering within Article 1.

4. DocuSign

The Parties agree to accept electronic signatures generated using DocuSign as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form
and Sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Chief Counsel
Department of Water Resources

Director

Date

Approved as to Form:

COUNTY OF KINGS

General Counsel
County of Kings

General Manager

Date

CEQA Findings of Fact and Statement of Overriding Considerations for the State Water Project Water Supply Contract Amendments for Water Management

Section 1. Description of the Project

The proposed project includes amending certain provisions of the State Water Resources Development System (SWRDS) Water Supply Contracts (Contracts). SWRDS (defined in Wat. Code, Section 12931), or more commonly referred to as the SWP, was enacted into law by the Burns-Porter Act, passed by the Legislature in 1959 and approved by the voters in 1960. The Department of Water Resources constructed and currently operates and maintains the SWP, a system of storage and conveyance facilities that provide water to 29 State Water Contractors known as the Public Water Agencies (PWAs)¹. The Contracts include water management provisions as the methods of delivery, storage and use of water and financial provisions for recovery of costs associated with the planning, construction, and operation and maintenance of the SWP.

DWR and the PWAs have a common interest to ensure the efficient delivery of SWP water supplies and to ensure the SWP's financial integrity. In order to address water management flexibility DWR and the PWAs agreed to the following objectives:

- Supplement and clarify terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area.

The proposed project would add, delete, and modify provisions of the Contracts and clarify certain terms of the Contracts that will provide greater water management regarding transfers and

¹ The State Water Project Public Water Agencies include Alameda County Flood Control and Water Conservation District (Zone 7), Alameda County Water District, Antelope Valley-East Kern Water Agency, City of Yuba City, Coachella Valley Water District, County of Butte, County of Kings, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Dudley Ridge Water District, Empire West Side Irrigation District, Kern County Water Agency, Littlerock Creek Irrigation District, The Metropolitan Water District of Southern California, Mojave Water Agency, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District, Plumas County Flood Control and Water Conservation District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District, San Geronio Pass Water Agency, San Luis Obispo County Flood Control and Water Conservation District, Santa Barbara County Flood Control and Water Conservation District, Santa Clara Valley Water District, Santa Clarita WA (formerly Castaic Lake WA), Solano County Water Agency, Tulare Lake Basin Water Storage District, and Ventura County Flood Control District.

exchanges of SWP water within the SWP service area. In addition, the proposed project would not build new or modify existing SWP facilities nor change any of the PWA's annual Table A amounts.² The proposed project would not change the water supply delivered by the SWP, as SWP water would continue to be delivered to the PWAs consistent with current Contract terms and all regulatory requirements. The May 20, 2019 AIP is included as Appendix A of the 2020 Partially Recirculated Draft Environmental Impact Report (RDEIR).

Section 2. Findings Required Under CEQA

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environment impacts that would otherwise occur. Mitigation measures or alternatives are not required, however, where such changes are infeasible or where the responsibility for the project lies with some other agency. (CEQA Guidelines, Section 15091, sub. (a), (b).)

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, Sections 15093, 15043, sub. (b); see also Pub. Resources Code, Section 21081, sub. (b).)

In seeking to effectuate the substantive policy of CEQA to substantially lessen or avoid significant environmental effects to the extent feasible, an agency, in adopting findings, need not necessarily address the feasibility of both mitigation measures and environmentally superior alternatives when contemplating approval of a proposed project with significant impacts. Where a significant impact can be mitigated to an "acceptable" level solely by the adoption of feasible mitigation measures, the agency, in drafting its findings, has no obligation to consider the feasibility of any environmentally superior alternative that could also substantially lessen or avoid that same impact — even if the alternative would render the impact less severe than would the proposed project as mitigated. (*Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 521; see also *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 730-731; and *Laurel Heights Improvement Association v. Regents of the University of California* ("Laurel Heights I") (1988) 47 Cal.3d 376, 400-403.)

In cases in which a project's significant effects cannot be mitigated or avoided, an agency, after adopting proper findings, may nevertheless approve the project if it first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the "benefits of the project outweigh the significant effects on the environment." (Pub. Resources Code, Section 21081, sub. (b); see also, CEQA Guidelines, Sections 15043, subd. (b), 15093.)

² The maximum amount of SWP water that the PWAs can request pursuant to their individual water supply contract. annual Table A amounts also serve as a basis for allocation of some SWP costs among the contractors.

In the Statement of Overriding Considerations found at the conclusion of this exhibit, DWR identifies the benefit that, in its judgment, outweigh the significant environmental effects that the projects would cause.

The California Supreme Court has stated that “[t]he wisdom of approving ... any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced.” (*Citizens of Goleta* (1990) 52 Cal.3d 553, 564.)

In support of its approval of the proposed project, DWR’s findings are set forth below for the potentially significant environmental effects and alternatives of the proposed project identified in the EIR pursuant to Public Resources Code, Section 21080 and Section 15091 of the CEQA Guidelines.

These findings do not attempt to describe the full analysis of each environmental impact contained in the 2018 DEIR and 2020 RDEIR (collectively referred to in this document as the DEIR). Instead, a full explanation of these environmental findings and conclusions can be found in the DEIR and these findings hereby incorporate by reference the discussion and analysis in the DEIR supporting the determination regarding the impacts of the proposed project. In making these findings, DWR ratifies, adopts and incorporates in these findings the determinations and conclusions of the DEIR and Final EIR (FEIR) relating to environmental impacts except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As described below and in the DEIR, there were two significant impacts identified for the proposed project and they were associated with groundwater hydrology and water quality. There were no mitigation measures identified in the DEIR to substantially lessen or avoid the potentially significant and significant groundwater resource impacts of the proposed project. Therefore, a Mitigation Monitoring and Reporting Program was not developed for the proposed project and is not included herein.

Unless otherwise specified, all page references presented herein are to the 2020 RDEIR.

2.1. Significant and Unavoidable Impacts

The following significant and potentially significant environmental impacts of the project are unavoidable and cannot be mitigated in a manner that would lessen the significant impact to below the level of significance. Notwithstanding disclosure of these impacts, DWR elects to approve the project due to overriding considerations as set forth below in Section 7, the statement of overriding considerations.

Impact Category: Groundwater Hydrology and Water Quality

Impact 5.10-1: The increase in groundwater pumping associated with changes in transfers and exchanges implemented by PWAs could substantially deplete groundwater supplies in some areas of the study area. [p. 5.10-17 – 5.10-21]

Finding. It is possible that transfers and exchanges of SWP water among the PWAs could result in benefits to groundwater levels, as transferred or exchanged water could be used instead of groundwater supplies or this water could be used for groundwater recharge. However, it is also possible that transfers and exchanges from agricultural to M&I PWAs could result in an increase in groundwater pumping resulting in a net deficit in aquifer volume or lowering the local groundwater table in some areas of the study area. DWR's conclusion is based on a program-level analysis, as there is uncertainty in the amount of groundwater use that may occur.

Because the Sustainable Groundwater Management Act (SGMA) is in the process of being implemented and because the extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known, assumptions related to the ability of SGMA to mitigate any changes in groundwater levels are speculative.

PWAs could propose feasible mitigation measures to reduce significant impacts to less than significant in some cases, although it is not possible for DWR to conclude that feasible mitigation measures would be available to avoid or mitigate significant groundwater effects in all cases. Per CEQA Guidelines Section 15091(a)(2), implementation and enforcement mitigation measures are within the responsibility and jurisdiction of another public agency and not the agency making the finding.

The extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known. Therefore, it is concluded that the potential increase in groundwater pumping could result in a net deficit in aquifer volume or lowering the local groundwater table. **For these reasons, this impact is significant and unavoidable.**

Impact 5.10-2: The increase in groundwater pumping associated with changes in transfers and exchanges implemented by PWAs could result in subsidence in some of the study area. [p. 5.10-22 – 5.10-25]

Finding. It is possible that transfers and exchanges among the PWAs could result in benefits to groundwater levels, as transferred or exchanged water could be used instead of groundwater supplies or this water could be used for groundwater recharge. However, it is also possible that transfers and exchanges from agricultural to M&I PWAs could result in an increase in groundwater pumping in some areas of the study area causing subsidence due to a net deficit in aquifer volume or lowering the local groundwater table. Because the extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known, it is concluded that groundwater pumping in

some areas of the study area would cause subsidence due to a net deficit in aquifer volume or lowering the local groundwater table and the impact would be potentially significant.

Because SGMA is in the process of being implemented and because the extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known, assumptions related to the ability of SGMA to mitigate any changes in groundwater levels or related subsidence are speculative.

PWAs could propose feasible mitigation measures to reduce significant impacts to less than significant in some cases, although it is not possible for DWR to conclude that feasible mitigation measures would be available to avoid or mitigate significant groundwater effects in all cases. Per CEQA Guidelines Section 15091(a)(2), implementation and enforcement mitigation measures are within the responsibility and jurisdiction of another public agency and not the agency making the finding.

DWR has no information on specific implementation of the transfers and exchanges from the proposed project and it has no authority to implement mitigation measures in the PWA service area. **For these reasons, this impact is significant and unavoidable.**

Section 3. Cumulative Impacts

Cumulative impacts, as defined in Section 15355 of the CEQA Guidelines, refer to two or more individual effects that, when taken together, are “considerable” or that compound or increase other environmental impacts. Cumulative impacts can result from individually minor, but collectively significant, actions when added to the impacts of other closely related past, present, or reasonably foreseeable future projects. Pertinent guidance for cumulative impact analysis is provided in Section 15130 of the CEQA Guidelines.

The DEIR presents the cumulative impact analysis for the proposed project. Each impact discussion in the DEIR assesses whether the incremental effects of the proposed project could combine with similar effects of one or more of the projects identified in the 2020 RDEIR (p.6-2 – 6.14) to cause or contribute to a significant cumulative effect. If so, the analysis considers whether the incremental contribution of the proposed project would be cumulatively significant (p. 6-8 –6-14).

DWR hereby finds that implementation of the proposed project would not result in physical environmental impacts on the following resource areas: hazards and hazardous materials; noise; population, employment and housing; public services and recreation; surface water hydrology and water quality; transportation; and utilities and service systems. Therefore, these resource areas would not contribute to a cumulative effect and would not compound or increase an environmental impact of these other projects.

The cumulative impact analysis associated with the remaining resource areas (aesthetics, agriculture and forest resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG, groundwater hydrology and water quality, land use and planning, and water supply) focused on six types of impacts that were identified as less than significant or

potential impacts of the proposed project that could contribute to cumulative impacts with the cumulative projects (Contract Extension Project, Monterey Amendment and Settlement Agreement, and Sustainable Groundwater Management Act Implementation) identified in the DEIR. The six types of impacts are impacts to groundwater supplies, subsidence, fallowing and changes in crop patterns, energy and Greenhouse Gas (GHG), reservoir storage, and surface water flow above or below diversions. Impacts associated with fallowing and changes in crop patterns, energy and GHG, reservoir storage, and surface water flow above or below diversions were determined to be less than significant with no mitigation required.

Related to groundwater supplies and subsidence, DWR hereby finds as follows:

Groundwater Supplies and Subsidence

Findings. The incremental contribution of the proposed project's effect on groundwater supplies and subsidence would be cumulatively considerable when viewed in connection with the effects of past projects, and current and probable future projects (as full implementation of SGMA is not anticipated until 2040 or 2042). This cumulative impact would be **significant**. PWAs may provide mitigation in their project-level analysis for exchanges and transfers. However, per CEQA Guidelines Section 15091(a)(2), implementation and enforcement mitigation measures are within the responsibility and jurisdiction of another public agency and not the agency making the finding.

Because DWR has no information on specific implementation of the transfers and exchanges from the proposed project and it has no authority to implement mitigation measures in the PWA service area, the cumulative impact would remain **significant and unavoidable**.

Section 4. Significant Irreversible Environmental Changes

According to Sections 15126, subd. (c) and 15126.2, subd. (c) of the CEQA Guidelines, an EIR is required to address any significant irreversible environmental changes that would occur should the proposed project be implemented.

The proposed project would add, delete and modify provisions of the Contracts to clarify terms of the Contracts that will provide greater water management regarding transfers and exchanges of SWP water supply within the service area. The proposed project would not build or modify existing SWP facilities nor change each PWA's contractual maximum Table A amounts. The proposed project would amend and add financial provisions to the Contracts based on the negotiated Agreements in Principle between DWR and the PWAs. Therefore, the proposed project would not result in the commitment of nonrenewable natural resources such as gravel, petroleum products, steel, and slowly renewable resources such as wood products any differently than under existing conditions, and there would be no significant irreversible environmental changes.

Section 5. Growth-Inducing Effects

The CEQA Guidelines Section 15126.2, subd. (d) requires that an EIR evaluate the growth-inducing impacts of a project. As identified in CEQA Section 15126.2(d), growth inducement is not in and of itself an “environmental impact;” however, growth can result in adverse environmental consequences. Growth inducement may constitute an adverse impact if the growth is not consistent with or accommodated by the land use plans and policies for the affected area. Local land use plans, typically General Plans, provide for land use development patterns and growth policies that allow for the “orderly” expansion of urban development supported by adequate urban public services, such as water supply, sewer service, and new roadway infrastructure. A project that would induce “disorderly” growth (i.e., a project in conflict with local land use plans) could indirectly cause adverse environmental impacts. To assess whether a project with the potential to induce growth is expected to result in significant impacts, it is important to assess the degree to which the growth associated with a project would or would not be consistent with applicable land use plans.

In California, cities and counties have primary authority³ over land use decisions, while water suppliers, through laws and agreements, are expected and usually required to provide water service if water supply is available. Approval or denial of development proposals is the responsibility of the cities and counties in the study area. Numerous laws are intended to ensure that water supply planning, including planning for water supply infrastructure, and land use planning (such as the approval of, or establishment of constraints to, development) proceed in an orderly fashion.

The proposed project would not build new or modify existing SWP facilities nor change each PWA’s contractual maximum Table A amounts. As discussed in DEIR Section 5.14, Population, Employment, and Housing, (p. 5.14-2 to 5.14-5) because there would be no new facilities built or existing facilities modified, no housing is proposed as part of the project or required as a result of it, nor would the project provide substantial new permanent employment opportunities. Therefore, the proposed project would not result in direct growth inducement.

Because the proposed project would not result in the construction of new or modification of existing water supply storage, treatment or conveyance facilities it would not remove an obstacle to growth associated with water supply.

As discussed in DEIR Section 5.3 Agricultural and Forestry Resources of the DEIR (p. 5.3-7 to 5.3-9), it is possible that transfers from agricultural to M&I PWAs could result in fallowing of agricultural lands and/or changes in crop patterns (e.g., switching from high water-using crops to low water-using crops) in the study area. It is also possible that exchange of SWP water from agricultural to M&I PWAs could occur. However, these transfers and exchanges and any associated fallowing of agricultural land and/or changes in cropping patterns in the study area would not be anticipated to change the existing agricultural land use designations because the land use would remain in agricultural use. Furthermore, additional water transfers or exchanges

³ Although cities and counties have primary authority over land use planning, there are exceptions to this such as the CEC (with permit authority and CEQA lead agency status for some thermal power plant projects) and the CPUC (with regulatory authority and CEQA lead agency status for certain utility projects).

are not expected to substantially affect the acreage of land fallowed or put into dry farming compared to existing practices for other reasons (e.g., market conditions, economic conditions, etc.). As a result, it would not be anticipated that there would be a change in land uses associated with delivery of SWP water supplies including, conversion of agricultural land uses to urban uses or increased developed uses in urban areas.

While with the proposed amendments transfers and exchanges could be more frequent and longer in duration, they would not be a permanent transfer of a PWA's annual Table A amounts; therefore, it would not represent a viable long-term source of urban water supply to support additional unplanned growth. Therefore, the proposed amendments would not result in additional water supply that could support growth over what is currently planned for in those jurisdictions and the proposed project would not result in indirect growth inducement.

Furthermore, cities and counties are responsible for considering the environmental effects of their growth and land use planning decisions (including, but not limited to, conversion of agricultural land to urban uses, loss of sensitive habitats, and increases in criteria air emissions). As new developments are proposed, or general plans adopted, local jurisdictions prepare environmental compliance documents to analyze the impacts associated with development in their jurisdiction pursuant to CEQA. The impacts of growth would be analyzed in detail in general plan EIRs and in project-level CEQA compliance documents. Mitigation measures for identified significant impacts would be the responsibility of the local jurisdictions in which the growth would occur. If identified impacts could not be mitigated to a level below the established thresholds, then the local jurisdiction would need to adopt overriding considerations.

Section 6. Alternatives

DWR has considered the project alternatives presented and analyzed in the DEIR and presented during the comment period and public hearing process. DWR finds that these alternatives are infeasible. Based on the impacts identified in the DEIR and other reasons summarized below, and as supported by substantial evidence in the record, DWR finds that approval and implementation of the proposed project as proposed is the most desirable, feasible, and appropriate action and hereby rejects the other alternatives and other combinations and/or variations of alternatives as infeasible based on consideration of the relevant factors set forth in CEQA Guidelines Section 15126.6, subdivision (f). (See also CEQA Guidelines, Section 15091, subd. (a)(3).) Each alternative and the facts supporting the finding of infeasibility of each alternative are set forth below.

Alternatives Considered and Dismissed from Further Consideration

The alternative described below was rejected for further consideration (p 7-3 – 7-4).

Implement New Water Conservation Provisions in the Contracts: Agriculture and urban water efficiency, conservation, and management measures are governed by the existing regulatory and legal requirements independent from the proposed project, including Assembly

Bill 1668 and Senate Bill 606. Additional water conservation measures in the Contracts would not provide greater water management regarding transfers and exchanges of SWP water as compared to the proposed project because water conservation is already required. Consequently, these actions are independent from the proposed project and do not meet the basic project objectives. Therefore, amending the Contracts to require implementation of agriculture and M&I water conservation measures was rejected, as these actions are required by state statute and are met by local water agencies under existing law.

Summary of Alternatives Considered

CEQA requires that an EIR describe and evaluate a range of reasonable alternatives to a project or to the location of a project that would feasibly attain most of the basic project objectives and avoid or substantially lessen significant project impacts. The purpose of the alternatives analysis is to determine whether or not a variation of the proposed project would reduce or eliminate significant project impacts within the framework of the project's basic objectives.

The alternatives considered in the DEIR include:

- Alternative 1: No Project
- Alternative 2: Reduce Table A Deliveries
- Alternative 3: Reduced Flexibility in Water Transfers/Exchanges
- Alternative 4: More Flexibility in Water Transfers/Exchanges
- Alternative 5: Only Agriculture to M&I Transfers Allowed

Alternative 1: No Project

Description

CEQA Guidelines section 15126.6, subd. (e) requires consideration of a No Project Alternative. The purpose of this alternative is to allow the decision makers to compare impacts of approving a project with impacts of not approving a project. Under the No Project Alternative, DWR takes no action, and DWR and the PWAs would continue to operate and finance the SWP under the current Contracts.

Facts in Support of Finding of Infeasibility

Alternative 1 would not meet the objective of the project because Alternative 1 does not provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area and as compared to the proposed project. In addition, impacts under Alternative 1 would be similar but greater when compared to the proposed project. Alternative 1 could result in new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project. In addition, if alternative sources of water are not available, then the less than significant impacts identified for the proposed project could be potentially significant.

Alternative 2: Amending Contract to Reduce Table A Deliveries

Description

Under Alternative 2, as with the proposed project, DWR and the PWAs would agree to amend the Contracts based on the May 20, 2019 AIP. However, unlike the proposed project, the Contracts would be amended to reduce annual Table A amounts proportionately for all the PWAs.

Facts in Support of Finding of Infeasibility

Alternative 2 would not meet the objectives of the project because it would cause a reduction in delivery of annual Table A amounts proportional for all PWAs and would not provide greater water management regarding transfers and exchanges. In addition, impacts under Alternative 2 would be similar but greater when compared to the proposed project. Alternative 2 could result in new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project. In addition, if alternative sources of water are not available, then the less than significant impacts identified for the proposed project could be potentially significant.

Alternative 3: Less Flexibility in Water Transfers/Exchanges

Description

Under Alternative 3, as with the proposed project, DWR and the PWAs would agree to amend the Contracts based on the May 20, 2019 AIP. However, unlike the proposed project, the Contracts would not be amended to modify provisions of the Contracts and clarify certain terms of the Contracts to provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area. Some increase in flexibility of exchanges and transfers would be agreed to, but not all. For example, Alternative 3 would amend the Contracts to allow PWAs to transfer carryover water in San Luis Reservoir, but only 20 percent of the carryover water (the proposed project allows for 50 percent), allow limited multi-year transfers of five years or less (the proposed project allows for up to the Contract term), and not allow use of Transfer Packages. In addition, unlike the proposed project, PWAs would transfer water based on cost compensation established by DWR. Also, under Alternative 3, the Contracts would not amend the text in Article 56(f) regarding water exchanges to add provisions, such as conducting water exchanges as buyers and sellers in the same year and increasing the compensation allowed to facilitate the exchanges. Therefore, Alternative 3 would result in a similar or slightly less amount of water transfers among the PWAs than the proposed project, due to the less flexibility in water transfers and exchanges.

Facts in Support of Finding of Infeasibility

Alternative 3 would meet the objectives of the project, but to a lesser degree because the water transfers and exchanges would not provide as much water management flexibility regarding transfers and exchanges. In addition, impacts under Alternative 3 would be similar but greater

when compared to the proposed project. Alternative 3 could result in new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project. In addition, if alternative sources of water are not available, then the less than significant impacts identified for the proposed project could be potentially significant.

Alternative 4: More Flexibility in Water Transfer/Exchanges

Description

Under Alternative 4, as with the proposed project, DWR and the PWAs would agree to amend the Contracts. However, unlike the proposed project, the Contracts would be amended to allow PWAs more flexibility in water transfers and exchanges. Similar to the proposed project, PWAs would be able to transfer carryover water in San Luis Reservoir, transfer water for multiple years without permanently relinquishing that portion of their Table A amounts, and transfer water in Transfer Packages. Similar to the proposed project, PWA would be able to transfer water based on terms they establish for cost compensation and duration, and store and transfer water in the same year. Unlike the proposed project that only allows for a single-year transfers associated with carryover water, Alternative 4 would allow transfers and exchanges to include up to 100 percent of a PWA's carryover in San Luis Reservoir and allow multi-year use of its carryover water in both transfers and exchanges. Similar to the proposed project, the proposed exchange provisions of the AIP would establish a larger range of return ratios in consideration of varying hydrology and also maximum compensation with respect to SWP charges and allow PWAs to conduct additional water exchanges as buyers and sellers in the same year.

Facts in Support of Finding of Infeasibility

Alternative 4 would meet the objectives of the project. In addition, Under Alternative 4 the less than significant impacts associated with changes in flow including, adverse effects to special-status fish or terrestrial species, and water supply would be similar to the proposed project. However, similar to the proposed project, there is potential for Alternative 4 to result in a net deficit in aquifer volume, lowering of the local groundwater table, or subsidence in some areas of the study area with impacts that may be significant and unavoidable.

Alternative 5: Greater Water Management – Only Agriculture to M&I Transfers Allowed

Description

Under Alternative 5, as with the proposed project, DWR and the PWAs would agree to amend the Contracts based on the May 20, 2019 AIP.

Unlike the proposed project, DWR and PWAs would amend Contract provisions to allow the transfer of Table A water only from agricultural PWAs to M&I PWAs and not change any current Contract provisions for exchanges. Transfers from M&I PWAs to M&I PWAs, M&I PWAs to agricultural PWAs, and agricultural PWAs to agricultural PWAs would not be allowed. Similar to

the proposed project, PWAs could transfer carryover water in San Luis Reservoir to PWAs, transfer water for multiple years without permanently relinquishing that portion of their Table A amounts and request DWR's approval of Transfer Package; however, unlike the proposed project, these transfers would only be from agricultural PWAs to M&I PWAs. Similar to the proposed project, Alternative 5 would revise the Contract to allow the PWAs to transfer water based on terms they establish for cost compensation and duration. An agricultural PWA would be able to store and transfer water in the same year to M&I PWAs, and transfer up to 50 percent of its carryover water, but only for a single-year transfer to an M&I PWA (i.e., a future or multi-year commitment of transferring carryover water is not allowed). Under Alternative 5, the Contracts would not be amended to modify the text in Article 56(f) regarding water exchanges to include additional provisions, such as conducting water exchanges as buyers and sellers in the same year.

Similar to the proposed project, Alternative 5 would not build new or modify existing SWP facilities nor change any of the PWA's contractual maximum Table A amounts. Also similar to the proposed project, Alternative 5 would not change the water supply delivered by the SWP as SWP water supply would continue to be delivered to the PWAs consistent with current Contracts terms, including Table A and Article 21 deliveries. Operation of the SWP under this alternative would be subject to ongoing environmental regulations including for water rights, water quality and endangered species protection, among other State and federal laws. Also similar to the proposed project, Alternative 5 would not require additional permits or approvals.

Facts in Support of Finding of Infeasibility

Alternative 5 would meet some of the objectives of the project, but to a lesser degree because the water transfers and exchanges would not provide as much water management flexibility regarding transfers and exchanges. In addition, impacts under Alternative 5 would be similar but greater when compared to the proposed project. Alternative 5 could result in new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project. In addition, if alternative sources of water are not available, then the less than significant impacts identified for the proposed project could be potentially significant.

Environmentally Superior Alternative

CEQA Guidelines Section 15126.6 subd. (e) requires the identification of an environmentally superior alternative to the proposed project.

As presented in the DEIR, implementation of the proposed project would result in less than significant or no physical environmental impacts to all resource areas except for impacts related to groundwater supplies and subsidence, which are significant and unavoidable.

Alternative 4 would result in similar impacts as the proposed project (e.g., net deficit in aquifer volume, lowering of the local groundwater table, or subsidence in some areas of the study area). Alternatives 1, 2, 3, and 5 could result in impacts similar or greater (new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project) than the proposed project. Therefore, because the

proposed project and Alternative 4 would result in similar impacts and the other alternatives may result in similar or greater impacts, Alternative 4 was determined to be the environmentally superior alternative.

Section 7. Statement of Overriding Considerations

DWR hereby declares that, pursuant to CEQA Guidelines Section 15093, it has balanced the benefits of the proposed project against any unavoidable environmental impacts in determining whether to approve the proposed project. Pursuant to the CEQA Guidelines, if the benefits of the proposed project outweigh the unavoidable adverse environmental impacts, those impacts may be considered “acceptable.”

Having evaluated the reduction of adverse significant environmental effect of the proposed project to the extent feasible, considered the entire administrative record on the Project, and weighed the benefits of the proposed project against its unavoidable adverse impact, DWR has determined that each of the following benefits of the proposed project separately and individually outweigh the potential unavoidable adverse impacts and render those potential adverse impacts acceptable based upon the following overriding considerations. The following represents the specific reasons to support this determination based on the final EIR and information contained therein.

Water Transfers

The proposed project would add, delete, and modify provisions of the Contracts and clarify certain terms of the Contracts that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area.

The transfer provisions of the proposed project would facilitate the PWAs ability to:

- Transfer SWP water for multiple years and multiple parties without permanently relinquishing that portion of their annual Table A amounts;
- negotiate cost compensation and duration among the PWAs on a willing seller-willing buyer basis for water transfers; and
- Transfer SWP water stored outside of the transferring PWA’s service area to the receiving PWA’s service area

All these proposed transfer provisions would provide the PWAs with increased flexibility for short-term and long-term planning and management of their SWP water supplies. The proposed project, however, would not include any change to the PWA’s permanent annual Table A amounts.

Since the Monterey Amendment, DWR has approved short-term water transfers pursuant to Articles 15(a) and 41, and has administered the short-term Turn-Back Water Pool Program pursuant to Article 56 of the Contracts. The Turn-Back Water Pool Program allows a PWA to sell Table A water that it will not use, subject to certain conditions, for a set price that is either 50

percent or 25 percent of the Delta Water Rate for that year. DWR has also administered, on a demonstration basis, a multi-year water pool program for 2013-2014 and 2015-2016 that allowed PWAs to participate in the two-year program as either a buyer or seller for each of the two years (a decision made at the beginning of each of the two-year programs) with greater compensation for the water than allowed under the Turn-Back Water Pool Program. DWR has allowed transfers of Table A water among two PWAs with the same landowner in their respective service areas that do not include an exchange of money.

The proposed project would remove all language related to the Turn-back Pool from the Contracts and, compared to the Turn-Back Water Pool Program where DWR established the price based on the Delta water rate, the proposed project would revise the Contracts to allow the PWAs to transfer water based on terms they establish for cost compensation and duration. Also, in contrast to the Turn-Back Water Pool Program, a water transfer could be as long as the remainder of the term of the PWA's Contract. In addition, a PWA would be able to store and transfer water in the same year, and transfer up to 50 percent of its carryover water in San Luis Reservoir, but only for a single-year transfer (i.e., a future or multi-year commitment of transferring carryover water is not allowed).

The proposed amendments would result in a greater amount of water transfers among the PWAs than under the current Contract provisions. Based on past experience and discussions with PWAs, most water transfers that occur due to the proposed amendments would occur among the PWAs located south of the Delta and would not involve additional export of SWP water from the Delta. Water transfers would be implemented using the existing physical facilities and existing operational and regulatory processes, including CEQA compliance.

Water Exchanges

The proposed project would amend the text in Article 56(f) regarding water exchanges to include additional provisions. The proposed exchange provisions of the AIP would establish return ratios (up to a 5:1 ratio) based on a consideration of varying hydrology and would set compensation based on a PWA's SWP charges.

The proposed amendments would allow PWAs to exchange carryover water in San Luis Reservoir, and exchange up to 50 percent of their carryover water in a single-year transaction (i.e., a future or multi-year commitment of exchanging carryover water is not allowed). The proposed provisions would also allow PWAs to conduct water exchanges of carryover water as buyers and sellers in the same year.

While DWR has approved water exchanges pursuant to Articles 15(a), 41, and 56(f), the proposed project would provide the PWAs with increased flexibility for short-term and long-term planning of water supplies. Under the proposed project, exchanges may be used more frequently to respond to variations in hydrology, such as wet years, and in single dry-year and multiple dry-year conditions.

Acronyms and Glossary

AIP	Agreement in Principle
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
Contracts	Water Supply Contracts
DEIR	Draft Environmental Impact Report
DWR	California Department of Water Resources
EIR	Environmental Impact Report
FEIR	Final EIR
PRC	California Public Resources Code
PWAs	Public Water Agencies
RDEIR	Recirculated Draft Environmental Impact Report
SGMA	Sustainable Groundwater Management Act
SWC	State Water Contractors
SWP	State Water Project

Notice of Determination

Appendix D

TO:

Office of Planning and Research
For U.S. Mail: P.O. Box 3044
Sacramento, CA 95812-3044
Street Address: 1400 Tenth Street
Sacramento, CA 95814

County Clerk
County of:
Address:

FROM:

Public Agency: Department of Water Resources
Address: 1416 Ninth Street
Contact: David Rizzardo, P.E.
Phone: 916-653-9593
Lead Agency (if different from above):
Address:
Contact:
Phone:

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2018072033

Project Title: State Water Project Water Supply Amendments for Water Management.

Project Location (include county): SWP Facilities and Service Areas throughout the State

Project Description: The proposed project would add, delete, and modify provisions of the Contracts and clarify certain terms of the Contracts that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area.

This is to advise that the Department of Water Resources has approved the above described project on (X) Lead Agency or () Responsible Agency

August 25, 2020 and has made the following determinations regarding the above described projects. (Date)

- 1. The project (X) will () will not have a significant effect on the environment.
2. (X) An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. () A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures () were (X) were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan () was (X) was not adopted for this project.
5. A statement of Overriding Considerations (X) was () was not adopted for this project.
6. Findings (X) were () were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at:

https://water.ca.gov/News/Public-Notices

Signature (Public Agency) [Handwritten Signature] Title: Director

Date: 8/27/2020 Date Received filing at OPR:

Governor's Office of Planning & Research

AUG 28 2020

STATE CLEARINGHOUSE



State of California - Department of Fish and Wildlife
2020 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (REV. 12/01/19) Previously DFG 753.5a

417-~~636403~~
 636403

Print StartOver Finalize&Email

RECEIPT NUMBER:
 59 — 08/28/2020 — 113
 STATE CLEARINGHOUSE NUMBER (If applicable)
 2018072033

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY Department of Water Resources	LEAD AGENCY EMAIL	DATE 08/28/2020
COUNTY/STATE AGENCY OF FILING OPR/SCH	DOCUMENT NUMBER	

PROJECT TITLE

State Water Project Water Supply Amendments for Water Management

PROJECT APPLICANT NAME David Rizzardo	PROJECT APPLICANT EMAIL david.rizzardo@water.ca.gov	PHONE NUMBER (916) 653-9593
PROJECT APPLICANT ADDRESS 1416 Ninth St.	CITY Sacramento	STATE CA
		ZIP CODE 95814

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | | |
|---|------------|----|----------|
| <input checked="" type="checkbox"/> Environmental Impact Report (EIR) | \$3,343.25 | \$ | 3,343.25 |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,406.75 | \$ | 0.00 |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,136.50 | \$ | 0.00 |

- Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

- | | | | |
|---|----------|----|------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00 |
| <input type="checkbox"/> County documentary handling fee | | \$ | |
| <input type="checkbox"/> Other | | \$ | |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 3,343.25

SIGNATURE

x Meng Heu

Digitally signed by Meng Heu
 Date: 2020.08.28 09:52:23
 -07'00'

AGENCY OF FILING PRINTED NAME AND TITLE

State Clearing House



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 2, 2021

SUBMITTED BY: Administration – Rebecca Campbell
Department of Public Health – Edward Hill

SUBJECT: NOVEL CORONAVIRUS COUNTY UPDATE

SUMMARY:

Overview:

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

Recommendation:

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of Kings County and take action as deemed necessary.

Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is a vaccine for antiviral treatment of COVID-19, but supplies are very limited. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed
and adopted on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.