



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

Edward Hill, County Administrative Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, December 14, 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 signed into Law AB 361 on September 16, 2021, relating to the convening of public agency meetings via teleconference in light of the COVID-19 pandemic. Under this authority, the Board of Supervisors will convene its public meetings via video and teleconference. Pursuant to AB 361, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

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

<https://youtu.be/d4nAzh6yNt4>

Members of the public who wish to participate in the meeting virtually and make public comment can do so via the worldwide web at:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mda6ce9ef473c1aa8f28b9bcc74cfa5d0>

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 become part of the administrative record of the meeting. Comments will not be read into the record, the Clerk of the Board will only read the names of who have submitted comments into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will be read into the record of the next meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

Los miembros del público que deseen observar la reunión solo de forma virtual pueden hacerlo a través de la web mundial en:

<https://youtu.be/A96ID-LE0kQ>

Los miembros del público que deseen participar en la reunión de manera virtual y hacer comentarios públicos pueden hacerlo a través de la web mundial en:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mf2b87859ca5cd228597bb177f9426c9f>

Los miembros del público que deseen comentar pueden enviar comentarios por escrito sobre cualquier asunto dentro de la jurisdicción de la Junta, independientemente de si está en la agenda para consideración o acción de la Junta, y esos comentarios pasarán a formar parte del registro administrativo de la reunión. Los comentarios no se leerán en el registro, el Secretario de la Junta solo leerá los nombres de quienes han enviado comentarios al registro. Los comentarios por escrito recibidos por el Secretario de la Junta de Supervisores a más tardar a las 8:30 a. M. De la mañana de la reunión notificada se incluirán en el registro; los comentarios recibidos después de las 8:30 a. M. Se leerán en el registro de la próxima reunión. . Para enviar comentarios por escrito por correo electrónico, reenvíelos a bosquestions@co.kings.ca.us o por correo postal de los EE. UU., Envíelos a: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.



- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION –Pastor Sylvia Gaston – Koinonia Church
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. EMPLOYEE RECOGNITION – Henie Ring**
Acknowledge employees that have completed various milestones of County Service.
- IV. APPROVAL OF MINUTES**
- A.** Report out of Closed Session from the regular meeting for December 7, 2021.
 - B.** Approval of the minutes from the regular meeting for December 7, 2021.
- V. CONSENT CALENDAR**
- A. County Counsel:**
 - 1. Consider approving the Conflict of Interest Code for the Tulare Lake Reclamation District 761 as submitted.
 - B. Public Health Department:**
 - 1. a. Consider approving an Amended Grant Agreement for continued influenza and COVID-19 vaccination coverage; and
 - b. Adopt the budget change **(4/5 vote required)**
 - C. Public Works Department:**
 - 1. a. Consider authorizing the Fleet Superintendent to purchase the two (2) 2022 Dodge Durango Administration vehicles and ten (10) 2022 Ford F-150 Police Responder (4x4). and;
 - b. Adopt the budget change **(4/5 vote required)**
 - D. Sheriff's Office:**
 - 1. a. Consider adopting a Resolution authorizing the application for and participation in the Boating Safety and Enforcement Financial Aid Program; and
 - b. Authorize the Sheriff to sign the grant Agreement for the Boating Safety and Enforcement Financial Aid Program.
 - E. Administration:**
 - 1. Consider approving the Ninth Amendment to the Tolling and Waiver Agreement between the County of Kings and the California Department of Water Resources and authorize the County Administrative Officer to sign the agreement on behalf of the County.



VI.

REGULAR AGENDA ITEMS

A. Assessor/Clerk-Recorder – Kristine Lee

1. Consider approving an Agreement with Trepp, Inc. in the amount of \$61,920 to provide deed transfer verification software for the Assessor/Clerk-Recorder through December 2024.

B. Behavioral Health Department – Lisa Lewis/UnChong Parry

1. Consider authorizing the advanced step hire for a Licensed Mental Health Clinician at Salary Range 226, Step 4.

C. Department of Finance – James Erb

1. Consider approving the 2022 Director of Finance’s Statement of Investment Policy.
2. Consider adopting the Resolution delegating investment authority to the Kings County Director of Finance.

D. Job Training Office – Lance Lippincott

1. Consider approving the Agreement for Training Services with Adventist Health System/West allowing the Kings County Job Training Office to provide incumbent worker training services, retroactively effective September 30, 2021 through September 1, 2022.

E. Administration – Edward Hill/Kyria Martinez/Domingo Cruz/Matthew Boyett

1. Consider accepting the Assembly Bill 1869 annual allocations from the California Department of Finance for Fiscal Years 2021-2022 through 2025-2026 to backfill Probation Department and Sheriff’s Office due to revenue lost from repeal of various criminal administrative fees.
2. Consider reappointing Mr. Jimmy Hook to the position of Kings County Agricultural Commissioner and Sealer of Weights and Measures, effective December 4, 2021, for another four year term.
3. Consider adopting the Resolution revising boundaries for supervisorial districts following the 2020 Federal Census in accordance with California Elections Code 21500, et seq.

F. Public Health Department – Darcy Pickens/Heather Silva

1. 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.

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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



VIII.

CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Edward Hill, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Probation Officer’s Association
- ◆ **Litigation initiated formally:** The Title is: *Leprino v. County of Kings, Case No. 20C0159*
[Govt. Code Section 54956.9 (d)(1)]
- ◆ **Deciding to initiate litigation: 1 Case [Govt. Code Section 54956.9 (d)(4)]**

IX.

ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, December 21, 2021 at 9:00 a.m.

<i>FUTURE MEETINGS AND EVENTS</i>		
December 20	9:00 AM	Special Meeting - Public Health Director Interviews – Closed Session
December 21	9:00 AM	Regular Meeting
January 4, 2022	9:00 AM	Regular Meeting – Board Reorganization
January 11, 2022	9:00 AM	Regular Meeting
<i>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.</i>		

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

Edward Hill, County Administrative Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, December 7, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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<https://youtu.be/JBDSsx-B1JA>

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<https://countyofkings.webex.com/countyofkings/j.php?MTID=mf17d9171e7fc623e405fc847de32acd2>

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10:00 AM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH

To attend virtually in English and make public comment, the meeting link is:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mf17d9171e7fc623e405fc847de32acd2>

- Members of the public, who participate via their computers or through the WebEx application platform, may provide public comment at the meeting by using the "Raise Your Hand" function and you will be called upon when it is your turn to speak. Testimony will be limited to five (5) minutes per speaker during the public hearing section of the meeting.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 1779 58 2188#**.

If you just wish to only observe the public hearing and not make comments access this YouTube <https://youtu.be/JBDSsx-B1JA>

10:00 AM - INSTRUCCIONES PARA LA AUDIENCIA PÚBLICA DE REDISTRIBUCIÓN - ESPAÑOL

Para asistir virtualmente en inglés y hacer comentarios públicos, el enlace de la reunión es:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mf174f8638e0926a04cc40ed3a2d9284af>

- Los miembros del público, que participan a través de sus computadoras o mediante la aplicación WebEx, pueden proporcionar comentarios públicos en la reunión mediante la función "Levantar la mano" y se le llamará cuando sea su turno de hablar. El testimonio se limitará a cinco (5) minutos por orador durante la sección de audiencia pública de la reunión.
- Si tiene problemas para iniciar sesión a través de Internet, puede unirse a la reunión por teléfono llamando al **(415) 655-0003**, luego ingrese el **código de acceso 1777 30 6369#**

Si solo desea observar la audiencia pública y no hacer comentarios acceda a este enlace de YouTube <https://youtu.be/ylsJTk92yow>



I. 9:00 AM

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian 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.

Edward Hill, County Administrative Officer stated that he attended the California State Association of Counties annual conference and wanted to highlight Kings County Director of Finance Jim Erb was recognized for receiving the Circle of Service award for his work over the years and Domingo Cruz, Administrative Analyst in Administration for graduating and earning his California State Association of Counties Executive credential.

III.

APPROVAL OF MINUTES

A. Report Out of Closed Session from the regular meeting for November 23, 2021.

EDWARD HILL, COUNTY ADMINISTRATIVE OFFICER STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION ON NOVEMBER 23, 2021.

B. Approval of the minutes from the regular meeting for November 23, 2021.

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

IV.

CONSENT CALENDAR

A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program, retroactively effective October 1, 2021 through September 30, 2022. **AGMT 21-157**

B. Behavioral Health Department:

1. Consider amending the Agreement with JDT for Therapeutic Behavioral and Intensive Home Based Services from November 2021 through June 30, 2024. **AGMT 19-090.1**

C. County Counsel:

1. Consider appointing Matthew O. Gilkey as Director of Division 2 and Erik J. Hansen as Director of Division 5 of the Corcoran Irrigation District for the period of December 3, 2021 at 12:00 p.m. through December 5, 2025 at 12:00 p.m.

D. Fire Department:

1.
 - a. Consider approving the Fire Department to accept the 2021 Emergency Management Performance Grant and the 2021 Emergency Management Performance Grant Program-American Rescue Plan Act;
 - b. Authorize the County Fire Chief to sign all grant documents; and
 - c. Adopt a Resolution designating the Fire Chief, County Administrative Officer, or Purchasing Manager as authorized signatories for execution of all grant documentation. **RESO 21-079**
2.
 - a. Consider authorizing the Fire Department to accept the Fiscal Year 2021 State Homeland Security Grant Project;
 - b. Authorize the County Fire Chief to sign all grant documents; and
 - c. Adopt a Resolution designating the Fire Chief, County Administrative Officer, or Purchasing Manager as authorized signatories for execution of all grant documentation. **RESO 21-080**

E. Human Services Agency:

1.
 - a. Consider authorizing Human Services Agency to apply for Homeless Housing Assistance and Prevention Round 3 grant fund through the Business Consumer Services administered through the Homeless Coordinating and Financial Council; and



- b. Authorize the Human Services Agency Director, or their designee, to submit application and sign necessary grant documents required to secure funds.
2. Consider approving the Agreement with Kings United Way for continued maintenance for the 211 online and mobile application, retroactively effective from July 1, 2021 to June 30, 2023.

AGMT 21-158

F. Job Training Office:

1. Consider approving the documents to close out the Workforce Innovation and Opportunity Act Subgrant, County Agreement 18-068.

G. Administration:

1. Consider denying the Claim for Damages filed by Matthew Soleimanpour on behalf of Francisco Maciel Ruiz.
2. a. Consider approving substitution of the County's Master Crime Bond for individual public official bonds; and
b. Approve the amounts in the declaration as the amounts required for faithful performance bonds of each elected official.
3. Consider approving the Public Safety Realignment & Post Release Community Supervision 2021 Plan to meet the requirement of Assembly Bill 109.
4. Consider approving the cancellation schedule for the Board of Supervisors' meetings for 2022.
5. Consider authorizing the County Administrative Officer to sign a one-year extension Agreement through December 31, 2022 to retain Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County. **AGMT 21-159**

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

V.

REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/UnChong Parry

1. a. Consider approving the Kings County Behavioral Health Department to accept the Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project Funding; and
b. Authorize the Director of Behavioral Health to accept and sign the grant Agreement, including any additional grant documentation.
c. Adopt the budget change. **(4/5 vote required)**

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

B. Community Development Agency – Chuck Kinney

1. Accept the monthly report of Planning Commission's actions.

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

C. Fire Department – William Lynch

1. a. Consider authorizing the Fire Department to declare one fire utility vehicle, one large spreader, one spreader, one ram (long), and one Maverick tool as surplus;
b. Authorize the Purchasing Manager to sell one fire utility vehicle, one large spreader, one spreader, one ram (long), and one Maverick tool as surplus at public auction;
c. Authorize the Fire Department to donate one power unit, one spreader, one cutter, one ram (large), one ram (short), and one hose reel to the Laton Fire Department; and
d. Authorize the Fire Department to donate one power unit, one cutter, one Maverick tool, and one hose reel to the Hanford Race Track.

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



D. Human Resources – Henie Ring/Melissa Avalos

1. a. In the Sheriff's Office, in Budget Unit 22000 delete 1.0 Full-Time Equivalency Department Specialist I/II allocation and 2.0 Full-Time Equivalency Department Specialist III allocations offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II allocation and 2.0 Full-Time Equivalency Office Assistant III allocations; in Budget Unit 221200 delete 1.0 Full-Time Equivalency Department Specialist III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant III allocation; in Budget Unit 222000 delete 1.0 Full-Time Equivalency Department Specialist III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant III; and in Budget Unit 223000 delete 1.0 Full-Time Equivalency Department Specialist I/II allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II allocation;
- b. In the Probation Department, in Budget Unit 233100 delete .50 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of .50 Full-Time Equivalency Office Assistant I/II/III allocation; in Budget Unit 233200 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocation; in Budget Unit 234000 delete 7.0 Full-Time Equivalency Department Specialist I/II/III allocations offset by the addition of 7.0 Full-Time Equivalency Office Assistant I/II/III allocations; in Budget Unit 234800 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocations;
- c. In the Health Department, Budget Unit 411000 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocation;
- d. In the Human Services Agency, Budget Unit 510000 delete 12.0 Full-Time Equivalency Department Specialist I/II and 7.0 Full-Time Equivalency Department Specialist III allocations offset by the addition of 12.0 Full-Time Equivalency Office Assistant I/II and Full-Time Equivalency 7.0 Office Assistant III allocations;
- e. Laterally reclassify the Department Specialist I incumbents (M. Carrillo) to Office Assistant I with no change in salary in accordance with Personnel Rule 3022, Lateral;
- f. Laterally reclassify the Department Specialist II incumbents (M. Ash, M. Avila, L. Campos, B. Flores, D. Garcia, N. Gomez, S. Hernandez, V. Kilner-Avila, M. Lamar, V. Quintero, N. Rivera, Y. Rodriguez Alcantar, M. Urquizo, and T. Wilson) to Office Assistant II with no change in salary in accordance with Personnel Rule 3022, Lateral;
- g. Laterally reclassify the Department Specialist III incumbents (K. Alvarez, B. Bravo, C. Calderon, M. Cardenas, E. Cardoza, M. Castillo, J. Curiel, A. Frye, M. Garcia, K. Guevara, D. Miller, L. Puga, J. Rivera, R. Robles, L. Rose, and M. Sanchez) to Office Assistant III with no change in salary in accordance with Personnel Rule 3022, Lateral;
- h. Laterally reclassify any Department Specialist to an Office Assistant hired or promoted to a Department Specialist classification prior to Board approval of this item; and
- i. Inactivate the Department Specialist I, II, III classifications.

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

E. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider adopting a Resolution authorizing the removal of the stop sign for westbound traffic at the intersection of Grangeville Boulevard and 25th Avenue. **RESO 21-081**

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



F. Sheriff's Department – David Robinson

1. a. Consider allocating 1.0 Full Time Equivalency Detentions Lieutenant position in Budget unit 233000; and
- b. Authorize the advance step for Ramon Collier, Detentions Lieutenant, to Step 3 position at Salary Range 235.5.
- c. Authorize the advance step for Shari Long, Detentions Lieutenant, to Step 4 position at Salary Range 235.5.

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

G. Public Health Department – Darcy Pickens/Heather Silva

1. Consider adopting a Resolution authorizing the Director of Public Health to execute and submit all necessary grant documents to CalRecycle for a Farm and Ranch Solid Waste Cleanup and Abatement Grant Program. **RESO 21-082**

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

2. 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.

The Board received an update and no official action was taken.

VI. 10:00 AM PUBLIC HEARING

Administration – Edward Hill/Kyria Martinez

County Counsel – Diane Freeman

1. a. Conduct the County's sixth public hearing for the County's 2021 supervisorial redistricting process to further introduce and encourage public discussion concerning the redistricting process; and
- b. Consider adopting a new supervisorial district map by Resolution. **RESO 21-083**

SUPERVISOR PEDERSEN OPENED THE PUBLIC HEARING, TESTIMONY WAS RECEIVED FROM: HALLIE SPENCE, BARBARA CASTLE, ANTONY LOPEZ, LORI PESANTE, CATHLEEN JORGENSEN, LUPE CHAVEZ, BARBARA HILL, CLAIRE FITIAUSI, RON BATES AND ALVARO PRECIADO AND THE PUBLIC HEARING WAS CLOSED.

SUPERVISOR VERBOON MADE A MOTION TO ADOPT MAP PUBLIC 113 AND THE MOTION DIED FOR LACK OF A SECOND.

SUPERVISOR VALLE ASKED STAFF TO AMEND MAP PUBLIC 101 TO INCLUDE THE STRATFORD COMMUNITY BACK INTO DISTRICT 1 AND STATED THAT THIS WILL NOT CHANGE THE POPULATION NUMBERS AND MADE A MOTION TO ADOPT AMENDED MAP 101 AND THE MOTION DIED FOR LACK OF A SECOND.

SUPERVISOR PEDERSEN MADE A MOTION TO ADOPT MAP PUBLIC 120 AND SUPERVISOR VERBOON SECONDED THE MOTION . ACTION: CP, DV, RF-AYE, JN, RV-NO)

NO ACTION WAS TAKEN ON THE RESOLUTION AND STAFF WAS DIRECTED TO BRING THE RESOLUTION BACK FOR ADOPTION ON THE DECEMBER 14, 2021 AGENDA WITH MAP PUBLIC 120 AS AN ATTACHMENT.

10:00 AM PUBLIC HEARING

Community Development Agency – Chuck Kinney

1. a. Conduct a public hearing to receive public comments on the proposed density bonus development Agreement; and
- b. Adopt a Resolution, approving entering into a density bonus development Agreement with Spradling Construction Inc.; **RESO 21-084**
- c. Approve the Density Bonus Agreement with Spradling Construction Inc. **AGMT 21-160**

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

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



10:00 AM PUBLIC HEARING

Community Development Agency – Chuck Kinney

1. a. Conduct a public hearing to receive public comments on the proposed density bonus development Agreement; and
- b. Adopt a Resolution, approving entering into a density bonus development Agreement with Aspire Homes Ca, Inc.; **RESO 21-085**
- c. Approve the Density Bonus Agreement with Aspire Homes Ca. Inc. **AGMT 21-161**

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

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

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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Supervisor Verboon stated that he spent time with his family for Thanksgiving and attended the California State Association of Counties annual conference in Monterey.

Supervisor Fagundes stated that he attended the Kings Community Action Organization meeting and attended parades in the County.

Supervisor Neves stated that he attended the Legislative Platform meeting, attended the CalViva Health Public Policy meeting, attended the Kings County Library Lemoore Branch Christmas Open House, attended the Kings County Prevention awards luncheon, attended the West Hills College Christmas celebration, attended the West Hills College mens basketball event, attended the Hanford Lions breakfast with Santa event and attended the West Hills College Christmas Celebration. He stated that Kings Area Public Transit Agency is having free transit month in December and anyone can call 559-584-0101 to utilize the service. He stated that pneumonia vaccines are available and stated that you should talk to your doctor to see if you should get the vaccination.

Supervisor Valle thanked the sponsors for “Operation Gobble” for the 1,000 turkeys donated to the residents of Kings County: Waste Management, California Resources Corporation, Corcoran Prison 1 and Corcoran Prison Substance Abuse Treatment Facility, Tule Trash, Mid Valley Disposal, City of Avenal, Former Assemblymember Nicole Parra and Assemblymember Rudy Salas. He thanked the Catherine Venturella, Clerk to the Board and Diane Badasci, Deputy Clerk of the Board for printing the letters every year for the event and stated that he walked the Avenal Parade and attended the CrisCom Company Christmas reception in Corcoran. He invited the Board members to attend the groundbreaking for the Gateway Park Project on December 10, 2021 at 11:00 a.m.

Supervisor Pedersen stated that he attended the California State Association of Counties annual conference in Monterey and stated that this was his third year on the Executive Board and thanked the Kings County Board of Supervisors for allowing him to serve and get the voices of rural counties heard.

The Board took a recess from 9:54 a.m. to 10:00 a.m.

- ♦ **Board Correspondence: Edward Hill stated that the Board received a notice and agenda for the Central Valley Regional Water Quality Control Board meeting which will be held virtually on December 9, 2021 at 9:00 a.m. and received the Kings County Department of Finance Investment Pool transaction activity report.**



- ◆ Upcoming Events: **Edward Hill** stated that the Kings County Animal Services “Home for the Holidays” open house will be held on December 17, 2021 from 5:00-8:00 p.m. and will be open for adoptions and accepting monetary donations and toys, towels, and blankets. He stated that Kings County Child Support Services is holding their annual Christmas Cozy Feet Slipper Sock Drive to collect skid proof slipper socks to be donated to seniors in Kings County, donations can be dropped off at the Child Support Services or Job Training Offices in Hanford and the deadline to donate is December 15, 2021.
- ◆ Information on Future Agenda Items: **Edward Hill** stated that the following items would be on a future agenda: Administration – Assembly Bill 1869 annual allocations and Ninth amendment to tolling and waiver agreement with Department of Water Resources, Assessor/Clerk/Recorder – Agreement with Trepp Inc. for deed transfer verification software, Behavioral Health – Advanced step hire request, County Counsel – Tulare Lake Reclamation District No. 761 Conflict-of-Interest Code, Appointment of Directors to the Corcoran Irrigation District, Department of Finance – Statement of Investment Policy and Delegation of Investment authority to the Director of Finance, Fire Department – Declaration and sale of surplus equipment and donation of equipment, Health Department – COVID 19 Update and a Farm and Ranch Solid Waste Cleanup and Abatement Grant, Immunization grant Amendment with the California Department of Public Health and COVID-19 update, Human Resources – County Service Awards Presentation, Job Training Office – Agreement with Adventist Health for training services, Public Works – Increase to capitol improvement project budget and the purchase of patrol vehicles and Sheriff’s Office – Agreement with California Department of Parks and Recreation and accompanying resolution.

VIII.

CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Edward Hill, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Prosecutor’s Association
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: Ag Commissioner
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: Director of Finance

IX.

ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, December 14, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

December 14	9:00 AM	Regular Meeting
December 21	9:00 AM	Regular Meeting
January 4, 2022	9:00 AM	Regular Meeting – Board Reorganization
January 11, 2022	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 December 14, 2021

SUBMITTED BY: Human Resources – Henie Ring
SUBJECT: COUNTY SERVICE AWARDS PRESENTATION
SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County Service.

Fiscal Impact:

The Adopted Fiscal Year 2020-2021 Budget includes \$17,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. At the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash or a memento based on the years of qualifying service.

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 December 14, 2021

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: CONFLICT OF INTEREST CODE FOR THE TULARE LAKE RECLAMATION DISTRICT 761

SUMMARY:

Overview:

The Tulare Lake Reclamation District 761 (“District”) adopted a Conflict of Interest Code (“Code”) and requests approval of the Code by the Board of Supervisors as the District’s Code reviewing body so that it may become effective.

Recommendation:

Approve the Conflict of Interest Code for the Tulare Lake Reclamation District 761 as submitted.

Fiscal Impact:

None.

BACKGROUND:

Every California agency is required to adopt and promulgate a conflict of interest code in accordance with the provisions of Government Code § 87300 et seq. Pursuant to Government Code § 87303, a conflict of interest code must be approved by the appropriate code reviewing body before it can become effective. As the District is a local government agency with jurisdiction wholly within the County, the Board is the District’s code reviewing body. (See Government Code § 82011(b).) As such, the Board must approve the District’s conflict of interest code before it can become effective. Toward that end, the District has submitted its proposed conflict of interest code for the Board’s review and approval.

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.

TULARE LAKE RECLAMATION DISTRICT NO. 761
CONFLICT-OF-INTEREST CODE

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure categories shall constitute the conflict-of-interest code of the **Tulare Lake Reclamation District No. 761 (District)**.

Individuals holding designated positions shall file their statements of economic interest with the **District**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) Upon receipt of the statements for the General Manager, General Counsel, and Board of Directors, the **District** shall make and retain copies and forward the originals to the **Fair Political Practices Commission**. All other statements will be retained by the **District**.

TULARE LAKE RECLAMATION DISTRICT NO. 761

CONFLICT-OF-INTEREST CODE

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Board of Trustees	1, 2
General Counsel**	2, 3, 4, 5, 6, 7
General Manager**	2, 3, 4, 5, 6, 7
District Engineer**	2, 3, 4, 5
Consultants/New Position	2, 3, 4, 5

** These positions serve as staff but are independent contractors.

* Consultant/New position shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

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

Disclosure Categories

- 1. All Investments and Income:** All investments, business positions in business entities, and sources of income (including receipt of gifts, loans, and travel payments).
- 2. Real Property:** All real property located within the District’s jurisdiction, except personal residences. Real property shall be considered within the District’s jurisdiction if the property, or any part thereof, is located within two miles of the District’s jurisdiction, or within two miles of any property the District owns.
- 3. Procurement:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery, or services (including training or consulting services) of the type used by the District.
- 4. Regulatory/Licenses/Permits:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is subject to the District’s regulatory, permit, or licensing authority.

5. **Claims:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source has, during the reporting period, filed a claim or has a claim pending before the District.

6. **Information Technology:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source provides information technology or telecommunications goods, products, or services (including computer hardware and software companies, computer consultant services, information technology training companies, data processing firms, and media services).

7. **Grant Funding:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is the type to receive grants or other funding from or through the District.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Department of Public Health – Darcy Pickens/Heather Silva

SUBJECT: AMENDED CALIFORNIA IMMUNIZATION GRANT

SUMMARY:

Overview:

The California Department of Public Health has increased funding to the Kings County Health Department for enhanced influenza and COVID-19 vaccination activities for Fiscal Year 2021-2022.

Recommendation:

- a. Approve an Amended Grant Agreement for continued influenza and COVID-19 vaccination coverage; and
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the County General Fund. This grant amendment increases the Fiscal Year 2020-2021 grant amount from \$408,647 to \$2,830,861, a \$2,422,214 increase, for Budget Unit 419600 (Health Department Grant Program). Federal funding is made available from the Centers for Disease Control, the California Immunization Grant, Catalog of Federal Domestic Assistance (CFDA) 93.268, and the State of California General Fund. This award is 100% federally funded. Funding under this grant shall not exceed \$2,830,861.

BACKGROUND:

The Kings County Department of Public Health has participated in the State's Immunization Program for over 20 years with the purpose of providing the required immunizations for children, adolescents, and adults based off the Federal Advisory Committee on Immunization Practices (ACIP) recommendations. The purpose of the grant amendment is to increase funding to augment and enhance efforts around influenza vaccination coverage

(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

AMENDED CALIFORNIA IMMUNIZATION GRANT

December 14, 2021

Page 2 of 2

as well as perform COVID-19 vaccination planning and implementation.

Vaccines teach the immune system to recognize and fight the virus that causes influenza and COVID-19. In 2020, federal constraints caused a decrease in funding for immunizations in Kings County. Due to the COVID-19 pandemic, vaccines are now an even more essential tool to protect population health.

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

CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

Kings County Department of Public Health, hereinafter “Grantee”

Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 17-10310, A03

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to increase funding in the amount of \$2,422,214 for FY2021-22 to allow the Grantee to continue performing the same services identified in Exhibit A, Grant Application, and provide more of the same Coronavirus Disease 2019 services in response to the CARES ACT.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$2,422,214 and is amended to read: **\$2,830,861 (Two Million Eight Hundred Thirty Thousand Eight Hundred Sixty-One Dollars)** ~~\$408,647 (Four Hundred Eight Thousand Six Hundred Forty Seven Dollars)~~.

Exhibit B – Budget Detail and Payment Provisions, paragraph 4.A. is hereby replaced as shown below.

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed ~~\$408,647~~ **\$2,830,861**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health, Immunization Branch	Grantee: Kings County Department of Public Health
Name: Noemi Marin	Name: Darcy Pickens, Interim Director
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: 330 Campus Drive
City, ZIP: Richmond, CA 94804	City, ZIP: Hanford, CA 93230
Phone: (510) 620-3737	Phone: (559) 852-4438
Fax: (510) 620-3774	Fax: (559) 582-7618
E-mail: Noemi.Marin@cdph.ca.gov	E-mail: Darcy.Pickens@co.kings.ca.us

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: Kings County Department of Public Health
Attention: Robina Escalada	Attention: Darcy Pickens, Interim Director
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: 330 Campus Drive
City, Zip: Richmond, CA 94804	City, Zip: Hanford, CA 93230
Phone: (510) 620-3729	Phone: (559) 852-4438
Fax: (510) 620-3774	Fax: (559) 582-7618
E-mail: Robina.Escalada@cdph.ca.gov	E-mail: Darcy.Pickens@co.kings.ca.us

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Kings County Department of Public Health
Attention “Cashier”: Finance
Address: P.O. Box 13728
City, Zip: Sacramento, CA 95853
Phone: (559) 584-1401
Fax:
E-mail:

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note:

Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

Craig Pedersen
Board of Supervisors - Chairman
Kings County Department of Public Health
1400 W. Lacey Blvd.
Hanford, CA 93230

Date:

Joseph Torrez, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262, MS 1802
P.O. Box 997377
Sacramento, CA 95899-7377

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	Health Grants	Communications	100000	419600/ 419900	92006	6,000
General	Health Grants	Office Equip/Sup	100000	419600/ 419900	92018	1,890
General	Health Grants	Medical Supplies	100000	419600/ 419900	92025	30,000
General	Health Grants	Contractual Services	100000	419600/ 419900	92047	1,610,000
General	Health Grants	Special Departmental	100000	419600/ 419900	92063	759,324
General	Health Grants	Motor Pool Services	100000	419600/ 419900	92063	15,000
					TOTAL	2,422,214

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health Grants	Fed Aid – Intergovern Rev	100000	419600/ 419900	86037	2,422,214
					TOTAL	2,422,214

(B) Budget Transfer:

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

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

Explanation: The California Department of Public Health (CDPH) is amending agreement 17-10310 A03 with the Kings County Department of Public Health (KCDPH) to increase the FY 2021-22 allocation by \$2,422,214.

Auditor Approval _____ Department Head 

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mel Laningham

SUBJECT: FLEET RE-ORDER PATROLS VEHICLES

SUMMARY:

Overview:

The Fleet Division is requesting to reorder Ford Patrols trucks as the Dodge Charger Patrol order was cancelled by the manufacturer.

Recommendation:

- a. Authorize the Fleet Superintendent to purchase the two (2) 2022 Dodge Durango Administration vehicles and ten (10) 2022 Ford F-150 Police Responder (4x4). and;
- b. Adopt the Budget Change. (4/5 vote required)

Fiscal Impact:

Funding for the original Dodge Charger Patrol vehicles were included in the Adopted FY 2021-2022 Budget within Budget Unit 925600 account 94010 in the amount of \$556,000 but due to the shortages of vehicles the prices have increased and the cost for the Dodge Durangos and Ford F-150 are higher. We are requesting to transfer in \$251,000 from the General Fund Contingencies account to offset some of these additional expenses.

BACKGROUND:

The Fleet department came to your board last July for permission to order the vehicles for the current year ahead of final budget to get Kings County Fleet vehicles ordered before most other counties. This was due to anticipation of vehicle shortage. On November 9, 2021 the Fleet Superintendent received an email from the National Auto Fleet Group. This memo was sent to provide local governments with a production allocation update for 2022 Chrysler Government Fleet. Unfortunately, due to the ongoing industry-wide shortages in semiconductor chips and other critical parts, the 2022 production allocation for Government Fleet will be extremely limited. They have canceled all orders and will no longer be offering the 2022 Dodge Charger V8. Fleet has spoken with the Sheriff's

(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

FLEET VEHICLE PURCHASES

December 14, 2021

Page 2 of 2

Office and they would like to get trucks to see if they will work out better than the Dodge Chargers since they are no longer available this current year. These will be Patrol rated and as safe as the vehicles we have currently been purchasing. The cost however on all the vehicles has gone up due to inflation. Public Works is asking for \$251,000 from the general fund contingencies to help the Fleet Fund defray some of the additional expense. It is anticipated once Dodge Chargers are available, the Sheriff's Office will return to the Dodge Charger model if available. Administration supports the recommendation to use contingencies for the immediate purchase of the already scheduled vehicles.

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
Fleet	Public Works Fleet	Patrols	500100	925600	94010	251,000
					TOTAL	251,000

Funding Sources:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Fleet	Public Works Fleet	Revenue Transfer In	500100	925600	89000	251,000
					TOTAL	251,000

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General Fund	Contingencies	Contingencies	100000	990000	99000	251,000
					TOTAL	251,000

Transfer To:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
General Fund	Cont. To Other Funds	Exp. Transfer Out	100000	179000	96000	251,000
					TOTAL	251,000

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

Auditor Approval _____ Department Head _____

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: RESOLUTION WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

SUMMARY:

Overview:

Over the past 20 years, the Sheriff's Office has annually received approval from the Board of Supervisors to receive Boating Safety and Enforcement (BS&E) financial aid from the California Department of Parks and Recreation, Division of Boating and Waterways to conduct boating safety and enforcement activities in Kings County. Approval is requested to apply for reimbursement for the Fiscal Year 2021-2022.

Recommendation:

- a. Adopt a Resolution authorizing the application for and participation in the Boating Safety and Enforcement Financial Aid Program; and
- b. Authorize the Sheriff to sign the grant Agreement for the Boating Safety and Enforcement Financial Aid Program.

Fiscal Impact:

This will reduce the impact on the Fiscal Year 2022-2023 General Fund by \$97,717. The expenses and revenue related to this program are included in Budget Unit 222000. This program is also funded from boat taxes collected each fiscal year. Per the requirements of this program, the County must demonstrate that the local boat taxes are expended prior to receiving the financial aid from the state.

BACKGROUND:

The purpose of the BS&E Financial Aid Program is to provide State financial aid to local governmental

(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

RESOLUTION AND GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS

May 4, 2021

Page 2 of 2

agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund BS&E programs. Local participation in the program is entirely voluntary. Any local agency may opt not to participate in the program if they choose to spend their boat taxes on activities other than boating safety and enforcement activities. If approved for the grant, the funds will be utilized to offset the manpower costs associated with patrolling the Kings River. These funds will also reimburse the County for equipment purchases and repairs associated with patrolling the Kings River and its tributaries. This agreement shall be for the term beginning July 1, 2022 and ending June 30, 2023.

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

2. The Sheriff may participate in the Program as operated by the Department to augment the revenues received by the County for boating safety and enforcement activities.

3. The Sheriff of Kings County, David Robinson, or his designee, may sign the application and agreement for Program funding from the Department for boating safety and enforcement activities for Fiscal Year 2021- 2022.

4. The Sheriff of Kings County, David Robinson, or his designee, may submit and sign invoices claiming reimbursement from the Department for Program funding for boating safety and enforcement activities for Fiscal Year 2021- 2022

5. The Sheriff of Kings County, David Robinson, or his designee, may receive funding from the Department for Program funding for Fiscal Year 2021- 2022 for boating safety and enforcement activities.

6. The County shall expend not less than one hundred percent (100%) of the amount the County received from personal property taxes on vessels during Fiscal Year 2021-2022, as required under Harbors and Navigation Code section 663.7, subdivision (e).

7. Funding allocated to the County under Harbors and Navigation Code section 663.7, subdivision (a) shall be used only for boating safety and enforcement programs conducted within the County.

8. The County auditor may certify the amount of prior year vessel taxes received by the County.

The foregoing resolution was adopted upon motion by _____.
Seconded by _____ at a regular meeting held on the ___ day of _____, 2021, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Craig Pedersen, Chairman Board of Supervisors
County of Kings, State of California

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

Catherine Venturella, Clerk of said Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Administration – Edward D. Hill/Diane Freeman

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

SUMMARY:

Overview:

In 2007, the County of Kings and California Department of Water Resources (“DWR”) entered into a Tolling and Waiver Agreement and thereafter entered into the first amendment on December 15, 2007, second amendment on December 15, 2008, third amendment on September 15, 2009, fourth amendment on December 15, 2010, fifth amendment on December 15, 2012, sixth amendment on December 15, 2015, seventh amendment on December 15, 2017, and eighth amendment on December 15, 2019. A ninth amendment will toll the statute of limitations to December 31, 2023.

Recommendation:

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

Fiscal Impact:

None.

BACKGROUND:

This Agreement tolls the statute of limitations with regard to certain claims. The claims specified, with certain exceptions, relate to DWR’s bills to the Contractors for calendar years 2007 through 2011, but do not include bills for subsequent years. This amendment will extend the tolling period from December 31, 2021 to December 31, 2023.

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 December 14, 2021

SUBMITTED BY: Assessor/Clerk-Recorder – Kristine Lee
SUBJECT: COMMERCIAL APPRAISAL SOFTWARE PROGRAM
SUMMARY:

Overview:

Approve an agreement with Trepp, Inc. to provide a software program that provides the appraisers in the Assessor's Office financial data and information that will allow for more efficient and accurate commercial appraisals. The total cost for the product is \$1,720 per month for a three (3) year term.

Recommendation:

Approve an Agreement with Trepp, Inc. in the amount of \$61,920 to provide deed transfer verification software for the Assessor/Clerk-Recorder through December 2024.

Fiscal Impact:

It is recommended that the Assessor's budget unit 152000 be adjusted by \$10,320 from account 91000 Regular Employees to account 92047 Contractual Services during the current fiscal year from December 14, 2021 through June 30, 2022. The remaining 2 ½ years of the contract will be budgeted annually to reflect the payment amounts of \$1,720 per month (\$20,640 per year). We are estimating that the staff time savings will be equivalent to one full time trained appraiser. The current salary with benefits of a full time Appraiser II is \$80,000 annually.

BACKGROUND:

Due to the increased workload over the last decade, the Assessor's Office has reached a point where staffing needs to increase. In an effort to alleviate the cost of hiring additional staff members, the assessors office is looking to technology in order to ensure that the office is providing the most efficient and accurate assessments possible.

(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

COMMERCIAL APPRAISAL SOFTWARE PROGRAM

December 14, 2021

Page 2 of 2

Trepp provides assessors with the commercial real estate industry's most comprehensive suite of data, analytics, and research. The program will allow appraisers to have the tools necessary to properly value commercial real estate within the county.

Currently, it is very difficult, and often impossible to obtain financial and property information from commercial entities. With the Trepp program, the appraisers will have access to underlying financial data and assumptions; be able to compare valuations throughout the State; and, evaluate index trends with ongoing access to quarterly line-item financial data. In addition, the Assessor's Office would be able to measure impacts that external events, such as COVID, have on various business industries.

Upon Board approval and execution of the agreement with Trepp, Inc., the Assessor/Clerk/Recorder's office will begin using the Trepp program to assist in the commercial valuation process. This will increase efficiency in the time consuming commercial appraisal process while avoiding the need to hire an additional appraiser.

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



Customer Order Form

1. Customer Details.

a. User Information

- Customer: County of Kings
- Contact Name: Kristine Lee
- Address 1: 1400 W. Lacey Blvd
- Address 2: Hanford, CA 93230
- Email: kristine.lee@co.kings.ca.us
- Telephone: (559) 852-2501

b. Billing information (same as User Information)

- Customer:
- Contact Name:
- Address 1:
- Address 2:
- Email:
- Telephone:

2. Authorized Department. Assessor's Office

3. Service Details.

Service	# of Users (if applicable)	Monthly Rate	One-Time Fee	Add-On Seat Rate (if applicable)
TreppLoan	All commercial appraisers	\$1,720	N/A	N/A
Portfolio Analytics				

4. Permitted Use (if applicable).

5. Term.

- a. **Commencement Date:** December 1, 2021
- b. **Initial Period:** Thirty-six (36) months

6. Additional Terms/Delivery/Usage Details (if applicable).

- a. TreppLoan Customer Access is All Property Types – CA only.
- b. Section 1 of the Standard Terms and Conditions is amended by replacing the definition of “Terms of Use” with ““Terms of Use” means terms of use attached hereto as Exhibit A.” In addition, the reference below on the Customer Order Form to “the Terms of Use on <https://www.trepp.com/terms-of-use> and/or <https://www.trepp.com/trepp-default-model-terms-of-use>” is deleted and replaced with “the Terms of Use attached hereto as Exhibit A”. The Terms of Use may not be amended except as provided in Section 12.2 of the Standard Terms and Conditions.
- c. Notwithstanding Section 2.1 of the Standard Terms and Conditions, if and only if Customer fails to secure funds for the payment of its obligations hereunder for any fiscal year, this Agreement shall be terminated as of the last date of the then current twelve (12) months period from the Commencement Date (or first (1st) or second (2d) anniversary of the Commencement Date) or the then current Renewal Period, provided that (a) Customer shall have provided a thirty (30) days’ prior written notice of such termination, (b) Trepp is under no obligation to effect such termination unless and until notice thereof is received, and (c) Customer’s obligation to pay any and all fees due and payable prior to any such termination shall survive such termination.
- d. Notwithstanding Section 2.2 of the Standard Terms and Conditions, the fees for TreppLoan and Portfolio Analytics will increase by 5% on each of the first and second anniversaries of the Commencement Date. Thereafter, at the beginning of each then-current Renewal Period, the fees for TreppLoan and Portfolio Analytics shall increase pursuant to Section 2.2 of the Standard Terms and Conditions.
- e. A new sentence is added to Section 2.5 of the Standard Terms and Conditions to read as follows: “If Customer terminates this Agreement pursuant to Section 2.4 of the Standard Terms and Conditions, Trepp shall issue a pro-rata refund to Customer of any unearned, prepaid fees.”
- f. Notwithstanding Sections 3.4 and 3.5 of the Standard Terms and Conditions, Customer may not add additional Designated Users to this Agreement.
- g. The following phrase is hereby added to the end of the sentence in Section 4.1 of the Original Standard Terms and Conditions: “, except as expressly contemplated in Section 2.5 of the Standard Terms and Conditions.”
- h. Section 9.1 of the Standard Terms and Conditions is:
 - i. amended to provide that “Indemnified Parties” is replaced with “Trepp Indemnified Parties”, and
 - ii. hereby re-numbered as “Section 91.1.”.
- i. The following is added as Section 9.1.2 of the Standard Terms and Conditions: “Trepp agrees to indemnify, defend, and hold harmless Customer (and its directors, officers, employees or agents) (collectively, the “Customer Indemnified Party”) against any losses, claims, damages, liabilities and reasonable costs and expenses to which any of them may become subject (including any collection agent fees, court costs and attorney’s fees) based on any claim, demand or action that use of the Services or the data, documentation and/or media provided by Trepp to Customer in connection with the Services (each, as delivered to Customer) by Customer infringes or violates any third party’s copyright, patent, trade secret, trademark, intellectual property or other proprietary rights. In no event will the obligations of Trepp to indemnify, defend, and hold harmless such persons or entities pursuant to this paragraph apply to any claim which arose from (i) a use of the Services or any software, data, documentation and/or media provided by Trepp to Customer which was not in accordance with the terms of this Agreement, (ii) a modification to the Services or any software, data, documentation and/or media provided by Trepp to Customer not consented to in writing by Trepp, (iii) use of a version of the Services or any software, data, documentation and/or media provided by Trepp to Customer which is not the most current version available to Customer or (iv) a combination of any software provided by Trepp to Customer

- with any other software that is not specifically consented to in writing by Trepp. In the event a claim is threatened or made by a third party that the Services or any software, data, documentation and/or media as provided by Trepp to Customer infringes the intellectual property rights of such third party, Trepp may, in its sole discretion, (i) procure for Customer the right to continued use of such infringing Services, software, data, documentation and/or media or any portion thereof; (ii) modify or amend such infringing Services, software, data, documentation and/or media, provided that the modification or amendment does not adversely affect Customer's use as contemplated hereunder; (iii) replace such infringing Services, software, data, documentation and/or media or any portion thereof with equally suitable, functionally equivalent, non-infringing Services or Software, data, documentation and/or media; or (iv) if compliance with subparts (i), (ii) or (iii) are not reasonable as determined by Trepp in its reasonable discretion, terminate the Agreement and refund to Customer any prepaid fees for Services not received by Customer."
- j. Section 9.2 of the Standard Terms and Conditions is amended to provide that "Indemnified Party" is replaced with "Trepp Indemnified Party and/or Customer Indemnified Party".
- k. Section 12.4 of the Standard Terms and Conditions is hereby deleted in its entirety and replaced with the following: "Each party agrees that this Agreement is intended to be kept confidential to the marketplace at large. Therefore, neither party shall disclose this Agreement, any portion hereof, or any of the terms hereof to any third party, unless disclosures is to comply with law or valid court orders and subpoenas."
- l. Section 12.6 of the Standard Terms and Conditions is hereby deleted in its entirety and replaced to read as follows: "Neither Trepp nor Customer shall be liable for any failures or delays in the provision of the Services, except for any payment obligations, due to causes beyond its reasonable control or anticipation, including, without limitation, fire, war, earthquake, labor controversies, riots, civil commotion, acts or restrictions of any government or governmental agency, orders of court, or failures or delays of third party suppliers."
- m. Section 12.9 of the Standard Terms and Condition is hereby deleted in its entirety, and replaced with the following: "12.9 This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflict of laws."
- n. Trepp shall secure and maintain, at its own expense, throughout the entire Term of the Agreement the insurance set forth below with companies having an AM Best rating of A- or greater, and shall furnish to Customer certificates evidencing such insurance upon request. Customer is not required to verify compliance of the certificate to the requirements of the Agreement. Payment under the Agreement shall not be deemed acceptance of the certificate if different than the requirements stated herein. Further, Customer shall be added as an Additional Insured on this policy with respect to operations covered under this Agreement.
- i. **WORKER'S COMPENSATION/ EMPLOYERS' LIABILITY.** Worker's Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws and Employers' Liability Insurance.
 - ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence per location and \$2,000,000 in the aggregate for bodily injury and/or death and/or property damage.
 - iii. **BUSINESS AUTOMOBILE LIABILITY.** Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Trepp with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.
 - iv. **EXCESS COVERAGE.** Excess coverage with respect to Sections (a), (b) and (c) above, with a minimum combined single limit of \$5,000,000.
 - v. **ERRORS AND OMISSIONS COVERAGE.** Professional liability and errors and omissions insurance in a minimum amount of \$5,000,000.
- o. A new Section 9.1.3 is added to the Standard Terms and Conditions: "Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Trepp shall indemnify, defend, and hold harmless the Customer, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any gross negligence and willful misconduct by Trepp or by any individual or entity for which Trepp is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Trepp."
- p. The following replaces the entirety of Section 12.6 of the Standard Terms and Conditions: "Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement."
- q. The following replaces the entirety of Section 12.9 of the Standard Terms and Conditions: "The laws of the State of California governs the validity, enforceability, and interpretation of this Agreement." The parties agree that the federal and state courts located in Kings County in the State of California is the exclusive jurisdiction over any dispute arising out of or relating to this Agreement.

This Customer Order Form, the Standard Terms and Conditions attached hereto and the Terms of Use on <https://www.trepp.com/terms-of-use> and/or <https://www.trepp.com/trepp-default-model-terms-of-use> form the Agreement between Trepp and Customer, and supersedes all prior oral or written understanding between the parties and constitutes the entire agreement with respect to the subject matter in this Customer Order Form.

Without limiting the forgoing, by affixing their signatures below and intending to be bound, the duly authorized representatives of Trepp and Customer indicate their agreement to the terms and conditions of this Agreement, and specifically agree that the Standard Terms and Conditions and

Terms of Use are incorporated herein by reference and that each are bound by the terms and provisions in this Customer Order Form, the Standard Terms and Conditions, and the Terms of Use.

TREPP

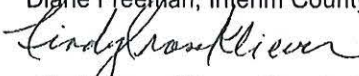
Trepp, Inc.

Signature:  _____
Print Name: Annemarie DiCola
Title: Chief Executive Officer

CUSTOMER

County of Kings

Signature: _____
Print Name: _____
Title: _____

Approved as to form:
Diane Freeman, Interim County Counsel
 11/22/2021
Cindy Crose Kliever, Deputy County Counsel

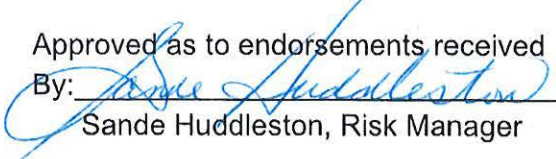
Approved as to endorsements received
By:  _____
Sande Huddleston, Risk Manager

EXHIBIT A

TERMS OF USE

This page describes the terms and conditions that govern your use of certain Trepp, Inc. and/or Trepp UK Limited (hereinafter referred to individually or collectively as "Trepp"), products and services including, without limitation, TreppCMBS Suite™; TreppCMBS Analytics™, TreppWatch™, TreppTrade®, TreppPricing™, TreppStructuring™, TreppDerivative™, TreppMorning Update™, TreppData Feed™, TreppEngine™, TreppWeb Services™, Markit iBoxx TreppCMBS™ Indices, TreppWire®, TreppLoan™, TreppLoan™ Portfolio Analytics, TreppInsights™ product suites, CRE Operating Statement Data Feed, TreppBank Navigator™, TreppBank Navigator™ - Trepp Capital Adequacy Stress Testing, Trepp Default Model® (also referred to as TreppDM® solely for the convenience of reference), TreppCLO Analytics™, Trepp OLM™, Trepp SRA™, Trepp-ALLR® CRE Data Feed, Trepp-ALLR® C&I Data Feed, Trepp-i®, and LifeComps index (individually and collectively referred to herein as the "Trepp Product") and certain Trepp websites such as <https://www.trepp.com>, or <http://www.trepptrade.com> or <http://www.treppdm.com> or <http://www.treppdefaultmodel.com> (individually and collectively referred to herein as the "Trepp Website(s)") offered by Trepp.

GENERAL

If you choose to use a certain Trepp Product and/or Trepp Website displaying or otherwise governed by these Terms of Use, including the Trepp Product, Trepp Website, applications, and any of the features of the Trepp Product and/or Trepp Website, including but not limited to business intelligence tools, RSS feeds, APIs, and software and other downloads (the "Trepp Service"), you will be agreeing to abide by all of the terms and conditions set forth in these Terms of Use between you and Trepp.

Any use of the Trepp Service in violation of these Terms of Use is unauthorized, is expressly prohibited, is a violation of Federal law, and could incur a statutory penalty of \$150,000 per violation.

Use of any information, data, software and analytics from the Trepp Service is strictly reserved for the sole use of current clients of Trepp, authorized trial users, or other persons or entities specifically approved in advance by Trepp, and their use is further subject to the terms of any other agreements that these persons or entities' institutions have in place with Trepp. Use of any information, data, software, and analytics from the Trepp Service may require registration by the user on the Trepp Service.

Unauthorized access to the Trepp Service may subject the user to Federal civil and criminal liabilities, which liabilities are separate and distinct from copyright violation. Any user of the Trepp Service is obligated to keep the Username and Password provided by Trepp confidential and may be subject to liability under Federal laws for failure to do so.

Trepp reserves the right, from time to time, to modify these Terms of Use by posting changes to the Trepp Website. Users should continue to review these terms whenever using the Trepp Service. The user's continued use of the Trepp Service is deemed acceptance by that user of these terms, as modified.

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Trepp's Privacy Policy applies to use of the Trepp Service, and its terms are made a part of these Terms of Use by this reference. To view Trepp's Privacy Policy, please visit <http://www.trepp.com/privacy-policy>.

Contacting Trepp: If you have any questions about the Trepp Service, or your dealings with the Trepp Website and/or Trepp Product, you can contact:

Webmaster Trepp, Inc.

600 Fifth Ave, 7th Floor, New York, NY 10020
United States

or

Webmaster Trepp UK Limited
King's Gate, 1 Bravington Walk, London, UK N1 9AE
United Kingdom

or

webmaster@trepp.com

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If you are acquiring the information, data, software and analytics on behalf of the United States Government, the following provisions apply: The Government acknowledges Trepp's representation that the information, data, software and analytics were developed at private expense and no part of them is in public domain. The information, data, software and analytics are "Commercial Items," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the information, data, software and analytics (Commercial Computer Software and Commercial Computer Software Documentation) are being licensed to U.S. Government end users (A) only as Commercial Items and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

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violation.

Use of the Trepp Service, all intellectual property issues, and your rights and obligations shall be governed by the laws of the United States of America.

You agree that Trepp's information providers are third party beneficiaries of Trepp's rights under these Terms of Use.

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THE INFORMATION PROVIDED THROUGH THIS TREPP SERVICE IS BASED ON INFORMATION GENERALLY AVAILABLE TO THE PUBLIC FROM SOURCES BELIEVED TO BE RELIABLE. NEITHER TREPP, NOR ANY OF ITS INFORMATION PROVIDERS, REPRESENT OR WARRANT THE ACCURACY OR ADEQUACY OF THE FOREGOING INFORMATION OR ANY OTHER WORK PRODUCT OR PROJECTIONS BASED UPON SUCH DATA OR OF ANY DATA COMPILED BY TREPP OR ITS INFORMATION PROVIDERS IN CONNECTION WITH SERVICES PROVIDED BY TREPP RELATED TO THE DATA PROVIDED HEREUNDER, INCLUDING ANY VALUATION PROVIDED. CERTAIN ASSUMPTIONS MAY HAVE BEEN MADE IN THE ANALYSIS PROVIDED ON THIS TREPP SERVICE WHICH HAVE RESULTED IN ANY RETURNS DETAILED HEREIN. NO REPRESENTATION IS MADE THAT ANY RETURNS INDICATED WILL BE ACHIEVED. CHANGES TO THE ASSUMPTIONS MAY HAVE A MATERIAL IMPACT ON ANY RETURNS DETAILED. PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RETURNS.

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THE SERVICE PROVIDED THROUGH THE TREPP SERVICE IS AFFECTED BY THE DATA INPUT BY THE USER THEREOF AND THE CRITERIA SELECTED BY THE USER THEREOF. AS A RESULT, THE USER'S DECISIONS IN USING THE SERVICE PROVIDED

THROUGH THE TREPP SERVICE DIRECTLY AFFECT THE OUTPUTS, CALCULATIONS AND RESULTS IN THE SERVICE PROVIDED THROUGH THE TREPP SERVICE. TREPP SHALL NOT BE LIABLE IN ANY MANNER FOR USER'S DECISIONS.

YOU AGREE AND ACKNOWLEDGE THAT TREPP IS NOT AN INVESTMENT ADVISOR, A FINANCIAL ADVISOR OR A SECURITIES BROKER. THE MATERIAL ON THIS TREPP SERVICE HAS BEEN PREPARED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES, AND IS NOT AN OFFER TO ORIGINATE, BUY OR SELL ANY MORTGAGE INSTRUMENT, TO BUY OR SELL OR A SOLICITATION OF AN OFFER TO BUY OR SELL ANY SECURITY OR INSTRUMENT OR TO PARTICIPATE IN ANY PARTICULAR TRADING STRATEGY. SUCH MATERIALS ARE INTENDED TO BE AN AID TO YOUR OWN INVESTMENT PROCESS AND YOUR INVESTMENT ACTIONS SHOULD BE SOLELY BASED UPON YOUR OWN DECISIONS AND RESEARCH. TREPP, AND/OR ITS AFFILIATES MAY HAVE POSITIONS IN, AND EFFECT TRANSACTIONS IN SECURITIES AND INSTRUMENTS OF ISSUERS MENTIONED HEREIN AND MAY ALSO PROVIDE OR SEEK TO PROVIDE SIGNIFICANT ADVICE OR INVESTMENT SERVICES, INCLUDING INVESTMENT BANKING, FOR THE ISSUERS OF SUCH SECURITIES AND INSTRUMENTS. ADDITIONAL INFORMATION IS AVAILABLE UPON REQUEST.

Nothing in these Terms of Use shall limit or exclude the liability of any person or entity for death or personal injury caused by its negligence or for fraud including fraudulent misrepresentation, willful misconduct and/or for any other liability which cannot be excluded nor limited by law.

MARKIT IBOXX TOTAL RETURN CALCULATOR (TREPP CALCULATOR)

You may receive Markit iBoxx Total Return Calculator (Trep Calculator) as part of your agreement with Trep. In connection with the receipt of the Trep Calculator, you acknowledge and agree to the following:

Trep Calculator means a website for the purpose of converting a total return index level (the "Index Level") for the Markit iBoxx Trep CMBS Original AAA Rolling Index (the "OAR Index") into a spread-to-swap (the "Spread to Swap") pricing value and for converting a Spread to Swap to an Index Level. Both calculations will be based on a static hypothetical bond cashflow (the "Hypothetical Bond") which will be aggregated "as needed" from the underlying bond cashflows of the constituent bonds within the OAR Index. The Trep Calculator will display and use live Treasury and swap rates curves provided by Trep. The Trep Calculator will output the implied duration, WAL and yield of the Hypothetical Bond given a valid input. The Trep Calculator is intended to assist you of certain of Trep's products and services, including TrepTrade™, (which may include persons who obtain IP licenses for financial products based upon a New Index, including custom index calculation) in their efforts to originate and to trade total return swaps referencing the OAR Index.

ACCESS TO CMBS ALERTS

IN THE EVENT YOU ACCESS A CMBS ALERT FROM THE TREPP SERVICE, OR BY VIRTUE OF BEING A USER OF THE TREPP SERVICE, IT IS A CONFIDENTIAL REPORT THAT CONTAINS COPYRIGHTED MATERIAL. YOU ARE NOT PERMITTED TO SHARE, MAIL, FORWARD, SEND, PUBLISH OR REPUBLISH THIS COMMUNICATION OR ITS CONTENTS TO ANYONE OUTSIDE OF YOUR OWN COMPANY'S EMPLOYEES. THE REPORT MAY NOT BE REPRINTED, REPUBLISHED, OR REDISTRIBUTED WITHOUT THE EXPRESS PRIOR WRITTEN PERMISSION OF TREPP.

While such alert is based on information from sources believed to be reliable, neither Trep nor any of its information providers represent or warrant the accuracy or adequacy of information in the alert.

Such alerts are prepared solely for informational purposes, and no alert is to be construed as an offer to originate, buy or sell any mortgage instrument, to buy or sell or a solicitation of an offer to buy or sell any security or instrument or to participate in any trading strategy. Trep and/or its affiliates may have positions in, and effect transactions in, securities and instruments of issuers mentioned herein and may also seek to provide significant advice or investment services, including investment banking, for the issuers of such securities and instruments.

RESTRICTIONS ON USE

Some information provided through the Trepp Service is nonpublic and is subject to certain laws, rules and regulations of the United States and other countries. By registering on the Trepp Service and viewing and using the information contained therein, you agree to comply with all laws, rules and regulations regarding access to and use of this information.

If you are requesting access or subscribing to the United States CMBS Library, by registering on the Trepp Service and viewing and using the information provided therein, you are certifying that you are a holder of the securities noted in the information or a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) of the securities or an "accredited investor" (as defined in Regulation D under the Securities Act of 1933) (or is acting on behalf of a holder or a "qualified institutional buyer" or an "accredited investor" of the securities) or are otherwise qualified to have access to and receive the information.

If you are requesting access or subscribing to the European CMBS Library, by registering on the Trepp Service and viewing and using the information provided therein, you are certifying that you are authorized to conduct investment business in the United Kingdom by the Financial Conduct Authority ("FCA") and acknowledging that Trepp reserves the right to refuse to provide the European CMBS library to you if you are not authorized by the FCA.

If you are requesting access or subscribing to the Canadian CMBS Library, by registering on the Trepp Service and viewing and using the information provided therein, you are deemed to be certifying that you comply with all applicable laws, rules and regulations with respect to your qualifications to have access to, receive, and use the information.

If you are requesting access or subscribing to the Asian CMBS Library, by registering on the Trepp Service and viewing and using the information provided therein, you are certifying that you comply with all applicable laws, rules and regulations with respect to your qualifications to have access to, receive, and use the information.

If you are using or distributing any of the information provided through the Trepp Service in Australia, you represent and warrant that you are a "Wholesale Client" (as defined in Section 761G of the Corporations Act of 2001 (Australia)). You acknowledge and agree that such information is not intended for use by and shall not be distributed to any person in Australia other than a Wholesale Client, and you covenant and agree that you will not distribute any of such information to a person in Australia other than a Wholesale Client.

If you are using or distributing any of the information provided through the Trepp Service in any country in Europe, the Middle East and Africa ("EMEA"), you acknowledge and agree that no Ratings included in the information shall in any circumstances be used by you where, as part of an effort to sell securities to Retail Investors on your websites or portals you use such Ratings either to (i) create a type of recommendation, (ii) create your own interpretation of the Ratings or (iii) use the Ratings in some other form of "risk classification" (the "Prohibited Purposes"). For the purposes hereof, the term "Retail Investor" shall mean an individual investor who buys and sells securities or other financial products for their personal account, and not for another company, individual or organization.

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(a) **Data Integrity.** You ("End User") will not modify or alter the Fannie Mae Data in any manner other than as contemplated hereunder. End User will respect the integrity of the Fannie Mae Data, ensuring that the Fannie Mae Data is not distorted and that none of the information in the Fannie Mae Data is deleted or changed in ways that would materially affect the integrity of the Fannie Mae Data as originally published by Fannie Mae.

(b) **Primary Purpose and Scope of Use of the Fannie Mae Data.** Fannie Mae provides the Fannie Mae Data to

facilitate investments in its mortgage-related securities, assist in providing stability in the secondary market for residential mortgages and increasing the liquidity of mortgage investments.

(c) Absolute Prohibition Against Correlation of the Fannie Mae Data to Individuals. Under no circumstance shall End User, directly or indirectly, use, copy, modify, decompile, disassemble, scrape, cache, frame, mask, correlate, or apply any process to the Fannie Mae Data in order to misappropriate any information about the Fannie Mae Data or derive any information about any particular individual including but not limited to violation of applicable privacy laws or regulations and/or in any way that would be deemed an unlawful invasion of privacy, whether or not for internal or external use of the results of such correlation. End User shall comply with all federal, state and local laws and regulations governing the access, handling, and use of the Fannie Mae Data.

Additional Rights and Obligations Applicable to End Users

End User may only use the Fannie Mae Data in furtherance and in support of End Users' internal business purposes only. End User is prohibited from reselling, disclosing or redistributing the Fannie Mae Data externally and from creating and offering any proprietary development or service offering that is derived from, incorporates, or relies upon, the Fannie Mae Data ("Derived Product") for external commercial purposes provided, however, that End User may disclose insubstantial amount of Fannie Mae Data or rely upon Derived Products in support of such End Users' own external services or products in a manner that does not (i) commercially compete with the Fannie's <Awes licensing of the Fannie Mae Data or (ii) vitiate the purpose of Section 1(c) above. Any competing external commercial redistribution or services by an End User would instead be subject either (i) to the terms and conditions of a licensing agreement as executed by and between End User and Fannie Mae, and payment of a license fee by End User to Fannie Mae, or (ii) to a specific written sub-distribution agreement between Trepp and Fannie Mae amending to that end the terms and conditions of Trepp's agreement with Fannie Mae for the licensing of the Fannie Mae Data.

Pass Through Provisions

(a) THE FANNIE MAE DATA AND ANY CONTENT, INFORMATION, DOCUMENTATION OR FUNCTIONALITY PROVIDED IN CONNECTION THEREWITH BY FANNIE MAE HEREUNDER, AND UPDATES THERETO AS RELEASED FROM TIME TO TIME BY FANNIE MAE ("CONTENT"). CONTENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE. FANNIE MAE EXPRESSLY DISCLAIMS ANY OBLIGATION TO KEEP CONTENTS UP TO DATE OR FREE OF ERRORS OR VIRUSES, OR TO MAINTAIN UNINTERRUPTED ACCESS TO THE CONTENTS. THE CONTENTS ARE PROVIDED "AS IS." FANNIE MAE ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN ANY CONTENTS. USE OF THE CONTENTS IS AT END USER'S SOLE RISK. FANNIE MAE DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATED TO THE USE OF THE CONTENTS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

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(c) Access to the Content may be terminated immediately without notice in the event of any violation of any provisions of Section 1 above.

(d) Sections 1 and 3(b) above will not apply to the licensing and offering by End User of Derived Products that

do not include and cannot be used to derive or recreate any of the Fannie Mae Data or identify any specific individual as prohibited by Section 1 above.

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(Effective October 1, 2021)



Standard Terms and Conditions

1. Definitions

“**Agreement**” means collectively this Standard Terms and Conditions, the Customer Order Form and the Terms of Use.

“**Authorized Department**” means the department, business unit or division of Customer described on the Customer Order Form, provided in the event the “Authorized Department” is not completed on the Customer Order Form, then it is understood that all departments, business units and divisions of Customer are collectively to be referenced as the Authorized Department.

“**Commencement Date**” means the date of commencement of the subscription to the Service set out on the Customer Order Form.

“**Customer**” means the customer whose name appears on the Customer Order Form.

“**Customer Order Form**” means the order form to subscribe to the Service attached herein and incorporated herein.

“**Data Feed**” means any Service that is data and information compiled by Trepp from one or more sources, and associated documentation of file formats and data elements, provided in bulk in an electronic format, including but not limited to Trepp Cash Flows, TreppCMBS Data Feed™, TreppCLO® Data Feed, Trepp Bank Navigator Data Feed™, Trepp-ALLR® CRE Data Feed, Trepp-ALLR® C&I Data Feed, LifeComps Index and Trepp Pricing Service.

“**Derived Data**” means any data, models, software, or other information that is created in whole or in part from the data or information provided in or through the Service.

“**Designated Users**” means the specific employees of Customer within the Authorized Department who are authorized to access the Service.

“**Service**” means the Service(s) described on the Customer Order Form.

“**Standard Terms and Conditions**” means these *terms* and conditions.

“**Terms of Use**” means the terms of use set forth on <http://www.trepp.com/terms-of-use> and/or <http://www.trepp.com/trepp-default-model-terms-of-use> in effect as of the Commencement Date, as may be updated from time to time. All references in such Terms of Use to the “Trepp Website” or the “Website” shall be deemed to include the Service and all references to “you” in such Terms of Use mean Customer and its Designated Users.

“**Trepp**” means Trepp, Inc., and its successors and assigns.

2. Term and Termination

2.1. This Agreement shall commence on the Commencement Date and shall continue in full force for an initial period set out on the Customer Order Form (the “**Initial Period**”), and will automatically renew thereafter for successive one (1) year periods, each a “**Renewal Period**” and collectively with the Initial Period, the “**Term**”, unless either party gives the other party written notice of termination at least three (3) months prior to the end of the Initial Period or the then-current Renewal Period. Customer acknowledges that Customer shall not receive notice of a renewal cancellation date and expressly waives the application of New York General Obligation Law section 5-903, and any similar laws.

2.2. Trepp may increase the fees for the Service and the Add-On Seat Rate (defined below) after the Initial Period or after any Renewal Period, provided that Trepp has given Customer written notice of such increase at least four (4) months prior to the end of the Initial Period or applicable Renewal Period; provided that in the event Trepp does not provide any such notice, the fees for the Service and the Add-On Seat Rate after the Initial Period or after any Renewal Period shall automatically increase by the greater of (i) 5% and (ii) the increase in the consumer price index for all urban consumers in the New York / New Jersey Metropolitan area as reported by the Bureau of Labor Statistics of the U.S. Department of Labor.

2.3. Trepp may terminate this Agreement immediately on written notice if Customer fails to make any payment due under this Agreement within ten

(10) days of the due date.

2.4. Either party may terminate this Agreement with immediate effect by written notice if the other party:

2.4.1. commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-clause of the breach, such notice to refer to the notifying party’s intent to terminate this Agreement unless the breach is remedied; or

2.4.2. enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business.

2.5. If Trepp terminates this Agreement pursuant to Section 2.3 or 2.4, all fees due by Customer through the end of the Initial Period or the then-current Renewal Period are accelerated and immediately due and payable.

2.6. Upon termination or expiration of this Agreement:

2.6.1. Customer must return, delete, or destroy all Trepp data, information, media or other materials, and remove all elements of Trepp data and/or cash flows stored in spreadsheets, documents or enterprise databases, either provided to Customer or downloaded and stored by Customer and all Derived Data, in connection with this Agreement, except for archival information required for statutory or regulatory purposes. Furthermore, Customer may no longer use the Service, Trepp data, or Derived Data for research or reporting purposes.

2.6.2. Customer must certify in writing to Trepp as to the return, deletion or destruction of any and all Trepp data, information, media or other materials provided to Customer in connection with this Agreement (and any Derived Data) in accordance with the terms of this Agreement. Such certification shall be signed by an authorized officer of Customer and shall be provided to Trepp within ten (10) days of the termination or expiration of this Agreement.

2.6.3. Notwithstanding anything to the contrary in this Agreement, after the expiration or termination of this Agreement, Customer shall have the right to retain and use for archival or reference purposes any and all reports, presentations, publications and other materials created by Customer during the term of this Agreement that contain any Trepp data provided or Derived Data created as part of the Service; provided that Customer’s retention and use of any such data shall remain subject to the surviving sections of this Agreement.

2.7. The provisions of Sections 2.5, 2.6, 2.7, 4.3, 5, 6.2 and 8 - 12 of this Agreement and obligations to pay fees hereunder shall survive any termination or expiration of this Agreement.

3. Service

3.1. Trepp shall provide Customer with access to the Service in accordance with the terms of this Agreement.

3.2. If the Service includes any Data Feed, Customer’s use of the data/prices from such Service(s) is via a license and therefore Customer does not have the right to duplicate, redistribute, sublicense, assign or otherwise transfer data/prices provided to Customer in connection with such Services.

3.3. To the extent that the Service includes a subscription of TreppTrade® and/or Trepp CMBS Analytics on the Web™, the fees for such Service will include access to TreppWatch™ for the same Designated Users as TreppTrade® and/or Trepp CMBS Analytics on the Web™.

3.4. If an Add-On Seat Rate is quoted for a certain Service, Customer may request additional access to the Service in addition to the initial Designated Users permitted under this Agreement, on the terms described herein.

3.5. Upon enabling the additional Designated Users requested by Customer pursuant to Section 3.4, no further documentation will be required between Customer and Trepp. Trepp will incrementally invoice Customer at the monthly rate described on Customer Order Form per additional Designated User (the “**Add-On Seat Rate**”) on the next applicable invoice.

It is understood and agreed that the number of Designated Users may be increased during the term of this Agreement, but may not be decreased. Upon any renewal of the term of this Agreement, with respect to each additional Designated User who was added during the immediately preceding term, Customer will continue to be billed by Trepp for additional Designated User at the Add-On Seat Rate, plus any increase as described in Section 2.2 of these Standard Terms and Conditions.

3.6. If the Service includes installed software, Trepp grants to Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable limited right and license to use that software (the "Software") solely and exclusively for the internal business use of the Authorized Department in connection with accessing and using the Service. Customer may maintain one copy of the Software for archival or backup purposes only. The Software is not intended for use with data not supplied by Trepp. Unless permitted by law, the Software may not be reverse engineered, decompiled, or disassembled. The Software (and all copies thereof) shall be returned to Trepp upon any termination or expiration of this Agreement.

3.7. Any data provided in the Service is not formatted for use with software not supplied by Trepp.

3.8. In the event the Service includes a Data Feed, Trepp's prior written approval is required for Customer to use such Service with any third party software application; provided however, that that use of such Service with data warehousing, relational database or office productivity software will be deemed approved by Trepp.

4. Payment

4.1. Customer will pay the fees for the Service described on the Customer Order Form. All fees are non-refundable.

4.2. To the extent that the fees for any Service are quoted on the Customer Order Form as a "Monthly Rate", Customer will be invoiced annually in advance for such fees. Notwithstanding the foregoing sentence and Section 12.2 below, Customer may request to be invoiced at a different billing frequency via any communication method acceptable to Trepp, including, without limitation, an e-mail notification, and such different billing frequency shall take effect if and only if Trepp agrees to Customer's request. To the extent that the fees for any Service are quoted on the Customer Order Form as "One-Time Fees", Customer will be invoiced for all of such One-Time Fees in advance. All fees are due and payable thirty (30) days from receipt of invoice by Customer. All fees and other payments pursuant to this Agreement shall be in U.S. Dollars. Any fees not paid when due shall bear interest at a monthly rate of 1.5%. It is understood and agreed that no Service for which the "One-Time Fees" apply will be made available to Customer until payment in full of such "One-Time Fees" has been received by Trepp. If Customer fails to make any payment due under this Agreement within ten (10) days of the due date, or is otherwise in breach of any of the terms of this Agreement, in addition to any of its other rights or remedies (including, without limitation, any termination rights set forth herein), Trepp reserves the right to suspend Customer's access to the applicable Service(s), without any liability of Trepp to Customer, until such payments are paid in full or such breach is remedied to Trepp's satisfaction.

4.3. Customer will pay Trepp all sales taxes or equivalent non-income based taxes such as VAT charges, as applicable, on the fees. Customer will be responsible for and reimburse Trepp for all fees and costs associated with collection of any past due amount owed by Customer.

5. Use

5.1. The Service is provided for use only by Designated Users of the Authorized Department for the Authorized Department's internal business purposes, and may not be provided to, or used or accessed by any other person or entity (including, without limitation, any employee of any other department, business unit or division of Customer) without Trepp's prior written consent. Notwithstanding anything to the contrary contained herein, Customer shall have the right to use or cite discrete portions of the Trepp data that Customer receives in connection with the Service in internal presentations or presentations to its clients or partners (but not in any filings required or made under or pursuant to any securities laws) provided that (i) Customer shall not reproduce, copy, distribute, use or cite any part of the Trepp data which could in any way result in that information or data being

used as either (A) a substitute for the Service or (B) to compete with Trepp and (ii) Customer properly and conspicuously attributes all such Trepp data as having been received from Trepp.

5.2. Derived Data may not be sold, used by or transferred to any other party without prior written consent of Trepp, except that Customer may show the Derived Data to clients in support of the normal course of its business, provided that Customer shall not employ or disseminate any amount of the Derived Data which could cause the information so used or distributed to be susceptible to use, substantially as a source of, or a substitute for, the Service or to compete with Trepp.

5.3. Notwithstanding anything to the contrary herein, the Service may not in any event be used or be permitted to be used in any manner that is competitive with Trepp's distribution or sale of all or any part of the Service or of any other product or service distributed or sold by Trepp from time to time.

5.4. The Service and any Derived Data may only be accessed and used within the United States. Any distribution of any of the data or information obtained through the Service, or any Derived Data, may not be exported out of the United States or used by any person or entity not located in the United States. Any violation of the foregoing covenant shall be considered a material breach of this Agreement and, notwithstanding anything herein to the contrary, shall give Trepp the immediate right to suspend or terminate this Agreement (at its discretion) upon written notice to Customer.

5.5. Customer shall not reverse engineer, disassemble, de-anonymize, decompile or otherwise attempt to access or determine the source of the data or source code within the Service.

5.6. None of the Service, Derived Data, nor any other data, material or any other information contained in, or provided in or through the Service and/or otherwise in connection with this Agreement, may be used, reproduced, transferred to, or combined in any way with any neural networks, machine learning system, artificial intelligence or other similar software techniques or systems whatsoever, whether now known or developed or devised following the Commencement Date.

6. Data

6.1. Customer will not print out, download or otherwise copy material amounts of data from the Service during any month without Trepp's prior written consent, which shall not be unreasonably withheld. This Section 6.1 will not apply to downloads or copying data from any Data Feed or Trepp Default Model[®].

6.2. Customer recognizes that while Trepp and its information providers rely upon sources believed to be accurate, they have not independently verified significant portions of such data. Trepp does not guarantee or warrant that it provides trading level quality data and makes no representation or warranty as to the accuracy or completeness of such data.

6.3. If the Service includes a Data Feed, Customer will implement and maintain security measures with respect to the Data Feed in Customer's possession that effectively restricts access to the Data Feed only to individuals in the Authorized Department with a need to know such Data Feed in connection with the Permitted Use, and protect the Data Feed from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those Customer employs to safeguard its most confidential information. In the event of an actual or suspected breach of such security measures, Customer shall notify Trepp within twenty-four (24) hours of such actual or suspected breach.

7. No Access to Other Trepp Products and Services

7.1. Unless specifically provided for in Section 3.3, access to the Service will not include access to other Trepp products and services, for which Trepp charges separate fees.

8. Passwords and Confidentiality

8.1. Customer will not share or send confidential email alerts from Trepp to anyone outside of its own employees, who are bound by confidentiality obligations as further described in Section 8.3 below.

8.2. Trepp will authorize a password for each Designated User of the

Service. That password is personal to the Designated User and such Designated User is obligated to keep the user name and password confidential and may not share the password with any other employee of Customer. Customer may change Designated Users and obtain new passwords for such Designated Users upon prior written notice to Trepp. Customer, shall immediately notify Trepp if any third party gains or has the potential to gain access to any of Customer's passwords, and shall be fully responsible for any and all activities that occur under any password, whether conducted by a Designated User, other employee or a third party.

8.3. Each party acknowledges that it or its employees may, in the course of performing this Agreement and/or in connection with adding additional Trepp services to this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other, its affiliated companies or third parties to whom such party has a duty of confidentiality. Any non-public information of any form disclosed by either party in connection with and/or in the performance of this Agreement, including during any discussions between the parties in respect of any other services offered by Trepp, shall be deemed to be confidential and proprietary information. Each party agrees to hold confidential information of the other party in strictest confidence and not to disclose such information to any third parties or to use such information for any purpose whatsoever other than as contemplated by this Agreement and to advise each of their respective employees, agents or consultants who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential. Confidential information shall not include information which the receiving party can show by objective or verifiable evidence is (i) in or becomes part of the public domain other than by disclosure by a party in violation of this Agreement, (ii) demonstrably known to such party previously, (iii) independently developed by such party outside of this Agreement or (iv) rightfully obtained by such party from third parties. Notwithstanding the foregoing, Customer agrees that the data compilation supplied through the Service is not in the "public domain" but is proprietary to Trepp. If the receiving party is required by law to disclose confidential information, the receiving party may do so without breaching this Section 8 upon prior written notice to the disclosing party, unless legally prohibited, and then only to the extent necessary to comply with the law. Trepp and Customer understand and agree that, in the event of a breach of this section, damages may not be an adequate remedy and each party may be entitled to injunctive relief to restrain any such breach, threatened or actual.

9. Indemnification

9.1. Customer agrees to indemnify and hold harmless Trepp (and its directors, officers, employees or agents)(collectively, the "Indemnified Parties") against any losses, claims, damages, liabilities and reasonable costs and expenses to which any of them may become subject (including any collection agent fees, court costs and attorneys' fees): (i) as a result of a breach of any warranty or covenant of Customer under this Agreement; (ii) as a result of a threatened, pending or completed claim, demand or action, by any person not a party to this Agreement arising from Customer's use or application of the Service, or their results; and/or (iii) under the Securities Act of 1933, as amended, or similar laws of any nation, or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any offering memorandum, prospectus or similar such document, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading.

9.2. The rights of any Indemnified Party under this Section 9 are in addition to any other rights that any Indemnified Party may be entitled as a matter of law or otherwise.

10. Incorporation and Inconsistency

10.1. Without limiting anything herein, the provisions in the Terms of Use shall apply to the Service and the Service is provided subject to such provisions.

10.2. The following order of preference shall be applied to this Agreement between Customer and Trepp in the event of a conflict between terms: 1. Customer Order Form; 2. Standard Terms and Conditions; 3. Terms of Use.

11. Notices

11.1. All notices given under this Agreement shall be in writing and in the English language and shall be sent by prepaid post, reputable overnight courier or email to Trepp's or Customer's principal place of business.

11.2. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered five (5) days after its dispatch.

11.3. Any notice sent by email shall be deemed (in the absence of evidence of earlier receipt) to have been delivered on the next working day following transmission.

12. Miscellaneous

12.1. This Agreement supersedes all prior oral or written understanding between the parties and constitutes the entire agreement with respect to the subject matter in this Agreement.

12.2. This Agreement shall not be modified or amended except in writing and when signed by authorized representatives of the parties thereto. Without limiting the foregoing, no amendment shall be made to this Agreement via any "click-through" or similar device that purports to require a user to accept any terms or conditions of use prior to using any website operated by or on behalf of Customer.

12.3. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.

12.4. Customer agrees that this Agreement is intended to be kept confidential to the marketplace at large. Therefore, Customer shall not disclose this Agreement, any portion hereof, or any of the terms hereof to any third party.

12.5. The parties shall at all times comply, and shall ensure that their personnel comply, with respect to the performance of this Agreement, with all applicable laws and regulations concerning bribery and corruption. Either party may terminate this Agreement with immediate effect (or on such later date as reasonably determined by the first party) by written notice to the other party if the other party commits any breach of this section or if the first party reasonably considers that the other party has committed any breach of this section.

12.6. Trepp shall not be liable for any failures or delays in the provision of the Services due to causes beyond its reasonable control or anticipation, including, without limitation, fire, war, earthquake, pandemic, epidemic, labor controversies, riots, civil commotion, acts or restrictions of any government or governmental agency, orders of court, or failures or delays of any of its third party suppliers or subcontractors.

12.7. In the event the Service includes third party data or services and Trepp's agreement with such third party for such third party data or services is terminated, the Service shall cease to include such third party data and services, and Trepp shall not be deemed to be in breach of this Agreement, provided that Trepp shall use commercially reasonable efforts to replace such terminated third party data or services with equally suitable, functionally equivalent, data or services.

12.8. Customer is not entitled to transfer or assign this Agreement, by operation of law or otherwise, without Trepp's prior written consent. Any transfer of a majority of the stock, membership interests, partnership interests or other evidences of ownership of Customer shall be deemed to be an assignment of this Agreement. Trepp may assign, sub-contract or sublet this Agreement, or any part hereof or thereof.

12.9. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. The parties agree that the federal and state courts located in New York County in the State of New York is the exclusive jurisdiction over any dispute arising out of or relating to this Agreement.

12.10. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.

Board Approvals for Certain Financial Transactions

Board action is required to approve certain transfer of funds requests as follows:

- Appropriation of Revenues
- Appropriation of Fund Balance
- Transfer of Appropriations between Departments (same fund)
- Transfers from outside the department budget, including funds from contingencies.
- New appropriations not approved in the Final Budget Hearings, such as new fixed assets, new programs/grants or building projects.

Following the Board meeting, the document is signed by the Clerk of the Board and forwarded to the Auditor.

Transfers Between Budget Units Within Same Department:

Such transfers may require Board authorization as well. These requests must be submitted to Administration who will determine the required approvals.

Transfers Approved by Administration:

Transfers from primary category to primary category, but still within the department budget require approval by Administration. Example: Transfers from salaries to services and supplies or to fixed assets as approved by Board in final hearings.

Transfers Approved by the Department of Finance:

Transfers between line-item detail accounts within primary categories may be approved by the Department of Finance. Example: Transfers from social security to retirement; from telephone to utilities; from one approved fixed asset to another to cover small shortages.

Budget Appropriation and Transfer Form:

The attached form is to be used to effect all appropriations and transfers. On any action requiring Board of Supervisors approval the form **must accompany** the agenda item and must be signed by the Department head or designee prior to submission to the Board of Supervisors. Agenda items requesting budget appropriations or fund transfers will not be placed on the agenda if the form is not included.

Special Instructions:

Copies of this form are on the intranet and on the G:/drive and can be saved to your file directory in the department for forms. The attached form is a word table and is not a "protected document", consequently you may add or delete rows as needed. It is acceptable to have a multi-page document provided the signature approval portion of the report is retained on the form.

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
TOTAL						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General	Assessor	Regular Employees	001	152000	91000	\$10,320
TOTAL						\$10,320

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General	Assessor	Contractual Services	001	152000	92047	\$10,320
TOTAL						\$10,320

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 December 14, 2021

SUBMITTED BY: Behavioral Health –Lisa Lewis/UnChong Parry

SUBJECT: ADVANCED STEP HIRE FOR A LICENSED MENTAL HEALTH CLINICIAN

SUMMARY:

Overview:

Behavioral Health is requesting to hire Jason Williams as the Licensed Mental Health Clinician for the Quality Assurance Division at Salary Range 226 Step 4. Board approval is required to hire at this level as stated in Personnel Rules #13051.

Recommendation:

Authorize the advanced step hire for a Licensed Mental Health Clinician at Salary Range 226, Step 4.

Fiscal Impact:

There is no impact to the County General Fund. This position allocation was included in the Department's Fiscal Year 2021/2022 Adopted Budgets in Budget Unit 422500 (Behavioral Health Administration)

BACKGROUND:

Jason Williams is a highly qualified licensed marriage family therapist with a Master's in Marriage and Family Therapy and a Bachelor's in Criminal Justice. He has worked as a therapist since October 2014 within the Kings County area; 3 years in the Substance Use Disorder (SUD) system of care, and the last 4 years in the Mental Health (MH) system of care. His years of clinical experience especially within the Kings County system of care within both SUD and MH has not been found within the interviews we have conducted thus far at the department, and meets the requirements that our Department is seeking as we embark upon CalAIM and the Drug Medi-Cal Organized Delivery System (DMC-ODS) initiatives. Additionally, he is a Veteran having served in the Navy Reserves for 8 years, and worked in Law Enforcement for 5 years.

(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

ADVANCED STEP HIRE FOR A LICENSED MENTAL HEALTH CLINICIAN

DECEMBER 14, 2021

Page 2 of 2

This Licensed Mental Health Clinician in the Quality Assurance Division is a crucial position for Kings County Behavioral Health that oversees the Managed Care System and the Mental Health Plan. This recruitment is a hard-to-fill position, requiring a clinician to be licensed and work outside of the clinical setting in an administrative role overseeing regulations that govern clinical care and documentation standards in community behavioral health. With Kings County being designated by the Office of Statewide Health Planning and Development (OSHPD) as a Mental Health Provider Shortage Area, prior recruitment efforts of the Department's other Quality Assurance Licensed Therapist position took two years to find a qualified licensed candidate.

Human Resources and Administration have reviewed this request and support the appointment at the fourth step.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Department of Finance – Jim Erb

SUBJECT: CONSIDER APPROVING DIRECTOR OF FINANCE’S 2022 STATEMENT OF INVESTMENT POLICY

SUMMARY:

Overview:

In accordance with Government Code sections 27133 and 53646, the Director of Finance may annually render to the Board of Supervisors and to the County Treasury Oversight Committee a statement of investment policy, which the Board shall review and approve at a public meeting. Any change in the Policy shall also be reviewed and approved by the Board at a public meeting.

Recommendation:

Approve the 2022 Director of Finance’s Statement of Investment Policy.

Fiscal Impact: None

Advisory Board Statement:

The County Treasury Oversight Committee reviewed and approved the 2022 Director of Finance’s Statement of Investment Policy on December 2, 2021.

Pursuant to Government Code section 27132 the Committee members are: Ed Hill, Board appointed member, Jim Erb, Director of Finance, Jamie Dial, representative for the Kings County Superintendent of Schools, Julie Fagundes, representative for the school districts, vacant, representative for the special districts, Travis Mann, representative for the public, and Tammy Phelps, Assistant Director of Finance - Treasury.

(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

CONSIDER APPROVING THE 2022 DIRECTOR OF FINANCE'S STATEMENT OF INVESTMENT POLICY

December 14, 2021

Page 2 of 2

BACKGROUND:

The only changes being proposed to the 2022 Director of Finance's Statement of Investment Policy are the deletion of Jefferies LLC on Schedule 1 – Statement of Authorized Firms and the addition of Cantor Fitzgerald & Co. on Schedule 1 – Statement of Authorized Firms. Your consideration for approval is respectfully requested.

COUNTY OF KINGS

DIRECTOR OF FINANCE'S

STATEMENT OF

INVESTMENT POLICY

JANUARY 1, 2022

James P. Erb, CPA
Director of Finance

Approved by CTOC December 2, 2021
Approved by BOS December 14, 2021

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I. AUTHORITY

Kings County Ordinance No.557, adopted on January 14, 1997 as an urgency ordinance, delegated to the County Director of Finance the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County treasury, pursuant to Section 53600 et seq., inclusive of Section 53684, of the California Government Code. The County Director of Finance, as agent of the county, trustee, and fiduciary, assumes full responsibility for the investment program. The Board of Supervisors shall annually review the Director of Finance's performance and may annually renew this delegation of authority for a one-year period pursuant to Government Code 53607. The Board of Supervisors may also revoke the investment authority by County ordinance.

II. POLICY STATEMENT

Annually, the County Director of Finance shall prepare an Investment Policy, pursuant to G.C. 27133 and G.C. 53646, that will be reviewed by the County Treasury Oversight Committee and rendered for approval to the Board of Supervisors and local agencies.

The purpose of this Statement of Investment Policy (Policy) is to establish cash management and investment guidelines for the County Director of Finance, who is responsible for the stewardship of the Kings County Investment Pool. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., Section 53635 et seq., and this policy. All portfolio activities will be judged by the Standard of Prudence and ranking of investment objectives. Those activities which violate its spirit and intent will be deemed to be contrary to the policy.

III. POOLED INVESTMENT FUND OVERSIGHT COMMITTEE

In accordance with California Government Code Section 27130 et seq., the Board of Supervisors, in consultation with the County Director of Finance, has created a County Treasury Oversight Committee (Resolution No. 95-081, December 5, 1995) to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities of the committee include: (a) to review and monitor the County Director of Finance's Statement of Investment Policy, (b) to cause an annual audit to be conducted to determine the County Treasury's compliance, and (c) to establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the County Treasury pool. The meeting of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign for any member of a legislative body of any local agency that has deposited funds into the county treasury, in the previous three years or during the period that the employee is a member of the committee. While serving on the Oversight Committee, a member may not directly or indirectly raise money for any member of a legislative body of any local agency that has deposited funds into the county treasury. Finally, a member may not secure employment with, or

be employed by, bond underwriters, bond counsel, security brokerages or dealers, or a financial services firms, with whom the Director of Finance is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the County treasury and investment operations.

IV. INVESTMENT OBJECTIVES

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. SAFETY OF PRINCIPAL - The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default or erosion of market value. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk is mitigated by: (a) limiting investments to the safest types of securities; (b) pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the Treasury will do business; and (c) diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk is mitigated by: (a) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and (b) by investing operating funds primarily in shorter-term securities.

B. LIQUIDITY - As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the County Director of Finance to meet all operating requirements which may be reasonably anticipated in any depositor's fund. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). No more than 35% of the portfolio may be invested in securities maturing in three to five years and during peak tax collection no more than 30%. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance. Furthermore, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets (dynamic liquidity).

C. PUBLIC TRUST - In managing the Pooled Investment Fund, the County Director of Finance and the authorized investment staff should avoid any transactions that might impair public confidence in Kings County and the participating local agencies. Investments should be made

with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. MAXIMUM RATE OF RETURN - As the fourth objective, the Pooled investment Fund is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities can be sold prior to maturity for the following reasons: (1) a declining credit security to minimize loss of principal; (2) a security swap to improve the quality, yield, or target duration in the portfolio; (3) the liquidity needs of the portfolio require that the security be sold; (4) a call notification of a make-whole bond which, given unfavorable market conditions, could deteriorate the price of the bond on the redemption date, or (5) to realize a profit. If there is a realized loss of principal, the loss will first be allocated against the interest earned in the current quarter on the sold security. If the security's current interest is not sufficient to cover the loss, then the Director of Finance may allocate the loss against a profit realized from selling a security in the same quarter, and/or the total current and future portfolio interest earnings. In the event of an imminent loss of principal for which the security's interest would not be sufficient to cover the loss, the Director of Finance may withhold from the total current and future portfolio interest earnings to reserve against a future maximum anticipated actual loss.

V. STANDARD OF CARE

A. PRUDENCE - The County Director of Finance, as a trustee and therefore a fiduciary, is subject to the Prudent Investor Standard-which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors." The standard of prudence to be used by investment staff shall be the "prudent person" standard, which provides, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, liquidity needs, as well as the probable income to be derived." This standard shall be applied in the context of managing an overall portfolio.

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds the County Director of Finance shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in order in Section IV., Investment Objectives. Investment staff acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or

market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

B. ETHICS AND CONFLICT OF INTEREST - Treasury staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. The investment staff shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. The investment staff shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the treasury.

Pursuant to Government Code Section 27133(d), the County Director of Finance, individual Treasury employees, or any member of the County Treasury Oversight Committee may not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business in an amount exceeding \$50.00.

C. DELEGATION OF AUTHORITY - Authority to manage the investment program is granted to the County Director of Finance by the Kings County Board of Supervisors. The moneys invested will be actively managed by the Director of Finance and his/her staff, who shall carry out established written procedures and internal controls for the operation of the investment program consistent with this Policy. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff. (See also Safekeeping and Custody, Internal Controls VI B. below). The authority to execute investment transactions for the portfolio shall be limited to the Assistant Director of Finance - Treasury, the Treasury Manager, and in the absence of the Treasury Manager, the Accounting Specialist-Treasury Operations.

VI. SAFEKEEPING AND CUSTODY

A. DEPOSITORY INSTITUTIONS – As far as possible, all money belonging to, or in the custody of the County Director of Finance shall be deposited for safekeeping in state or national banks selected by the Director of Finance, or may be invested as set forth in Section VII. To be eligible to receive funds, the bank shall have received an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.

B. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS - Schedule 1- Statement of Authorized Firms, on page 15, is a list of County Director of Finance approved financial institutions and broker/dealers authorized to provide investment services to the Treasury. Authorized firms can be added or deleted only with the Director of Finance’s approval. Any changes will result in modification to Schedule 1, but will not be considered a revision to this policy. Changes to authorized firms shall be reported to the County Treasury Oversight Committee and Board of Supervisors within two (2) weeks. The authorized parties include

"primary" dealers or divisions of a primary dealers, selected on the basis of creditworthiness, capital adequacy, availability of investment inventory, and experience in trading in authorized investments. Firms utilized for money market mutual funds must either attain the highest ranking or the highest letter and numerical rating provided by not less than two of the three largest nationally recognized statistical-rating organizations (NRSRO) OR have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience (i) investing in the securities and obligations as authorized in G.C. 53601, or (ii) managing money market mutual funds; and have assets under management in excess of five hundred million dollars (\$500,000,000). All financial institutions and broker/dealers who desire to become qualified firms for County Treasury investment transactions must supply the audited financial statements, proof of National Association of Securities Dealers (NASD) certification, proof of State registration, completed broker/dealer questionnaire, and certification of having read the Kings County Investment Policy. An annual review of the financial condition of qualified firms will be conducted by the Assistant Director of Finance - Treasury.

The Treasury shall not do any investment business with any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution, in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to any member of the Board of Supervisors or any candidate for those offices. Firms must provide corporate policy statements regarding compliance with political contributions limitations of Rule G-37.

C. INTERNAL CONTROLS - The County Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the investment portfolio are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Daily, or when next available, the County Director of Finance or designee will

(1) Review and initial all Investment Purchase Orders to verify compliance with the overall Policy, Investment Parameters, and Authorized Institutions.

(2) Review and initial the "Daily Balance Sheet" to insure continuous compliance of portfolio investments (percentage distribution) to the Policy and Investment Parameters.

Weekly, the County Director of Finance or designee will verify that the Portfolio Percentage Report by investment type is balanced to the Daily Balance Sheet.

Monthly, all funds maintained by the County Director of Finance, including cash in treasury, deposits in transit, Kings County Department of Finance's checking account balance, and investment holdings will be audited by the County Department of Finance – Accounting Division.

Quarterly, the County Director of Finance or designee will report compliance of the investment portfolio to the Director of Finance's Statement of Investment Policy. (See Section IX. Reporting Methods on page12)

Annually, the County Treasury Oversight Committee shall hire an external auditor to conduct an independent review to assure compliance of the Director of Finance's investment activities with the Statement of Investment Policy.

D. SAFEKEEPING - All securities purchased either outright or on repurchase agreements shall be held in safekeeping by a third party bank trust department acting as agent for the County under terms of a custody agreement executed by the bank and the Director of Finance. The only exceptions authorized are purchases from Local Agency Investment Fund (LAIF), collateralized time deposits, collateralized bank money market accounts, and investments in money market mutual funds.

E. VOLUNTARY DEPOSITORS - If a local agency determines the agency has excess funds which are not required for immediate use and with the consent of the County Director of Finance, the legislative or governing body may, by resolution or minute order, authorize the deposit of excess funds into the County Treasury for the purpose of investment pursuant to Government Code Section 53635. At no time will the County Treasury accept deposits of personal funds unless by Court order.

The County Director of Finance shall, on a case by case basis, determine the terms and conditions under which a city, public district, or any public or municipal corporations located within Kings County, and not required to deposit their funds in the County Treasury, may voluntarily deposit funds for investment purposes. The County Director of Finance shall evaluate each proposed deposit request prior to approving the deposit into the Treasury. The County Director of Finance must make a finding that the proposed deposit will not adversely affect the interests of the other depositors in the County Investment pool, prior to approving the deposit.

F. WITHDRAWAL OF FUNDS FOR EXTERNAL INVESTMENT -The County Treasury Oversight Committee's approved policy statement on "Treasury Restrictions on Withdrawal for External Investment" establishes the terms and conditions for Treasury depositors withdrawing funds for investment outside the County investment pool. (See Appendix A on page 17 and 18)

Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the County Treasury pool, shall submit a resolution or minute order approved by the legislative or governing body requesting the withdrawal of the funds. Funds withdrawn shall become the responsibility of the requesting legislative body, and the Director of Finance will be held harmless from liability.

The County Director of Finance shall evaluate each proposed withdrawal for its consistency with the County Treasury Oversight Committee policy prior to approving the withdrawal. The County Director of Finance must also make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury pool, prior to approving the withdrawal.

VII. SUITABLE AND AUTHORIZED INVESTMENTS

A. INVESTMENT TYPES - The County treasury may invest money among the following authorized investments and within the limits imposed by Government Code 53601 et seq. or 53635 et seq., or as more further restricted in Schedule 2-Investment Parameters on page 16:

- 1. United States Treasury Bills, Notes, Bonds, and Certificates of Indebtedness**, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- 2. Registered state warrants or treasury notes or bonds of the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.
- 3. Registered treasury notes or bonds of any of the other 49 states** including bonds payable solely out of the revenues from revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- 4. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- 5. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 6. Banker's Acceptances (BA)** otherwise known as Bills of Exchange or Time Drafts, both domestic and foreign, drawn on and accepted by a commercial bank.
- 7. Commercial Paper (CP)** of "prime" quality issued by corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000).

8. Negotiable Certificates of Deposit issued by a nationally or state chartered bank or a savings association or federal association, or by a federally- or state-licensed branch of a foreign bank.

9. Certificates of Deposit Account Registry Service (CDARS) placed with a local CDARS member. CDARS are fully insured as to principal and interest that may be accrued by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

10. Collateralized Time Deposits issued by a nationally or state-chartered bank or savings and loan association within the State of California with an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.

11. Repurchase Agreements or Reverse Repurchase Agreements, or Securites Lending Agreement purchased in compliance with the Government Code 53601(j). Repurchase agreements must be issued by nationally or state-chartered banks or primary security dealers with whom the County Director of Finance has entered into a Master Repurchase Agreement.

12. Medium Term Corporate Notes (MTN), defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

13. Shares of Beneficial Interest issued by diversified management companies (1) that invests in the securities and obligations as authorized by subdivision (a) to (k), inclusive, or subdivisions (m) to (o) inclusive of Government Code 53601, and that comply with the investment restrictions of Article 2 of the Government Code (commencing with Section 53630), or (2) that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. (15 U.S.C. Sec 80a-1, and following.)

14. Local Agency Investment Fund (LAIF) an investment pool created by Government Code 16429.1 in which the State Treasurer invests pooled political subdivision funds.

15. Notes, Bonds, or other obligations secured by a valid first priority security interest in eligible securities listed in Section 53651 having a market value at least equal to that required by Section 53652.

16. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

17. Supranational Debt Obligations United States dollar-denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB) only, eligible for purchase and sale within the United States. Authorized by CGC 53601 (q) and this policy.

B. RESTRICTIONS ON AUTHORIZED INVESTMENTS- In accordance with G.C. 53601.6, the County Treasury shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips. Additionally, no funds shall be invested in any security that could result in zero interest accrual if held to maturity. No funds shall be invested in Medium Term Corporate Notes with a make-whole call provision that, at time of purchase, are priced at a premium. No shares of beneficial interest will be purchased where the principal dollars invested are subject to daily net asset value (NAV) adjustments of the fund's portfolio except for the CalTrust. The Treasury shall not invest in financial options and futures contracts directly, but may purchase authorized investments of callable securities with imbedded call provisions. The Treasury will not purchase an authorized investment below the credit quality restriction of Schedule 2 - Investment Parameters, but may elect to hold an instrument to maturity that has been later downgraded by the nationally recognized statistical-rating organization i.e. Moody's, Standard and Poors, or Fitch.

C. COMPETITIVE BIDDING - Bids for investment products shall be taken from a minimum of three authorized institutions. Awards will be made giving consideration to safety, liquidity, a balanced portfolio, and diversification. Exceptions to the above would involve repurchase agreements, securities possessing unique characteristics which would make competitive bidding impractical, or market circumstances in which competitive bidding could be adverse to the best interest of the Director of Finance's investment program.

D. COLLATERALIZATION - In accordance with California Government Code 53652, 53601 (j) full collateralization of public deposits is required for collateralized time deposits, collateralized bank money market accounts, and repurchase agreements. The Director of Finance may waive collateralization for that portion of any deposit that is fully insured by the FDIC per Government Code 53653.

VIII. INVESTMENT PARAMETERS

A. DIVERSIFICATION - The investments will be diversified by security type and institution within the percent restrictions of Government Code 53601, 53601.8, 53635, 53635.2, and 53635.8 or as further defined in Schedule 2, Investment Parameters. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance.

Maximum investment amounts in any issuer name shall be limited as provided in the Investment Parameters on page 16.

B. MAXIMUM MATURITIES - Maturity limitations for each instrument type shall be restricted as provided in Government Code 53601, 53601.8, 53635, and 53635.8 or as further defined in Schedule 2 - Investment Parameters on page 16. No investment shall be made in any security, other than a security underlying a repurchase agreement authorized in this policy, which at the time of investment has a term remaining to maturity in excess of five years, unless a legislative body has granted express authority to make that investment either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment.

IX. REPORTING

A. METHODS - The County Director of Finance or designee shall prepare an investment report at least quarterly, including a succinct management summary that provides a clear picture of the status of the investment portfolio. This summary will be prepared in a manner, which will allow the reader to ascertain whether investment activities have conformed to the investment policy.

The report will be provided within 30 days following the end of the quarter covered by the report and submitted to the County Board of Supervisors, County Administrative Officer, Finance Director, other members of the County Treasury Oversight Committee, and pool participants.

The report will include the following:

1. A Statement of Compliance with the Investment Policy.
2. A listing of individual securities and moneys held at the end of the reporting period to include:
 - (a) The type of instrument.
 - (b) The name of the issuer.
 - (c) Purchase date, maturity date, and days to maturity.
 - (d) Issuers rating.(Long term or short term, as appropriate)
 - (e) Par and dollar amount invested in each security.
 - (f) The current market value of securities as of the date of the report and the source of the valuation.
3. A statement estimating the ability of the County Treasury to meet its pool's expenditure requirement for the next six months.
4. A statement of the method of interest accounting used.
5. Portfolio Sector Allocation and Quality Allocation graphs.
6. A Statement of Interest Earnings Report for the Quarter.

7. If applicable, a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, but excluding funds deposited into the Local Agency Investment Fund administered by the State Treasurer.

B. QUARTERLY INTEREST CALCULATION AND APPORTIONMENT - Gross interest for the quarter is the total interest earned on an accrual basis on the Treasury portfolio investments for that quarter. Administrative expenses pursuant to G.C. 27013 are deducted to arrive at net interest to be apportioned. Administrative expenses consist of audit expenses, direct banking expenses, not otherwise recovered directly from Treasury depositors, safekeeping fees, plus actual quarterly Treasury operational expenses. The net earnings for the quarter are divided by the Treasury's total average daily balance creating an "interest allocation factor" or "daily interest factor" for each average dollar invested. Multiply the "interest allocation factor" by the quarterly average daily balance of each fund to determine the interest earnings for each fund. Interest is apportioned quarterly to all depositors in the Treasury pool. The "interest allocation factor" can be converted into the annualized quarterly interest rate; multiply the factor by the number of days in the year, and divide that answer by the number of days in the quarter.

X. POLICY EXCEPTIONS & REVISIONS

A. EXEMPTION - Any previously legal investments, that settled prior to the effective date and that no longer meet the current guidelines of this Policy, shall be exempted from the new requirements. At maturity or liquidation, such moneys shall be reinvested only as provided by this Policy.

Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance thereof. The proceeds of sales, or funds set aside for the repayment, of any notes or other indebtedness issued shall not be invested for a term that exceeds the term of the notes.

B. AMENDMENTS - This policy shall be reviewed at least on an annual basis. Any changes shall be submitted by the Director of Finance to the County Treasury Oversight Committee for consideration and comments, and the Board of Supervisors for review and approval.

**KINGS COUNTY DIRECTOR OF FINANCE'S
SCHEDULE 1 - STATEMENT OF AUTHORIZED FIRMS**

The Treasury is authorized to conduct investment security transactions with the following investment firms and broker/dealers, designated by the Federal Reserve Bank as primary government dealers or divisions of primary dealers. Security transactions with firms, other than those appearing on this list, are prohibited.

- A. Firms designated by the Federal Reserve Bank as Primary Government Dealers or a division of a Primary Dealer:

UBS Financial Services Inc., an affiliate of UBS Securities LLC
RBC Capital Markets, LLC
~~Jefferies LLC~~
Wells Fargo Securities, LLC
Cantor Fitzgerald & Co.

- B. Firms designated for the purchase of money market mutual funds pursuant to G.C. 53601 (l) and (p):

BlackRock
Bank of the West
CalTRUST

- C. Firms designated for repurchase agreements with Master Repurchase Agreements on file:

UBS Financial Services Inc., an affiliate of UBS Securities LLC

- D. State of California, Local Agency Investment Fund

- E. Purchases directly from major issuers of commercial paper, bankers acceptances, negotiable certificates of deposit, or collateralized time deposits, meeting the requirements set forth in section 53635, 53601(g), 53601(i), 53601(n), respectively, and 53635.2 of the California Government Code.

To ensure compliance with the County Director of Finance's Investment Policy, firms designated in A and C above are supplied a complete copy of the policy and must certify having read it.

James P. Erb, CPA, Director of Finance

Dated: January 1, 2022

SCHEDULE 2 – INVESTMENT PARAMETERS (Revised 11/18/15)

AUTHORIZED INVESTMENTS	DIVERSIFICATION	PURCHASE RESTRICTIONS	MATURITY	CREDIT QUALITY (NRSRO)
U.S. Treasury notes, bills, bonds or other certificates of indebtedness	95% Max.	None	Max. 5 years	N/A
Notes, participations, or obligations issued by Federal agencies or United States government-sponsored enterprises (GSE)	85% Max.	None	Max. 5 years	N/A
Bonds, notes, warrants or certificates of indebtedness issued by the State of California or local agencies or County of Kings or any other State	20% or \$20mm Max.	None	Max. 5 years unless prior BOS approval	L/T rating A or A2 or better
Bankers Acceptances	40% Max.	Max. \$5mm any one name	Max. 180 days	S/T rating A-1 or P-1 L/T rating (if Outstanding) AA- or Aa3 or better
Commercial paper of corporations organized and operating within the U.S. with total assets exceeding \$500 mm	40% Max.	Max. 10% in any one name, No Extendable CP	Max. 270 days.	S/T rating A-1 or P-1 L/T rating (if Outstanding) AA- or Aa3 or better
State of California Local Agency Investment Fund	Max. Dollars allowed by State Treasurer	Max. Transactions allowed by State Treasurer	Overnight liquidity	N/A
Negotiable CD's issued by National or State chartered banks or a federally- or <i>state</i> - licensed branch of a foreign bank	25% Max. (CDs + CDARS)	G.C. 53638 policy restrictions	Max. 3 years	L/T rating AA- or Aa3 or better
Certificates of Deposit Account Registry Service (CDARS)	25% Max (CDs + CDARS)	G.C. 53601.8 & 53635.8 conditions apply	Max. 3 years	100% FDIC/NCUA insured as to Principal and Interest
Collateralized Time Deposits.	10% Max.	Collateral policy restrictions G.C. 53601(n)	Max. 24 months	
Repurchase Agreements with collateral restricted to U. S. Treasury, Federal Agencies, or United States government-sponsored enterprises (GSE)	10% Max.	Master Repurchase and Tri-Party Custodial Agreements to be on file. 102% haircut	Max. 1 year	
Reverse Repurchase Agreements or Securities Lending on U.S. Treasury & Federal Agency Securities in portfolio	10% Max with approval of the Director of Finance	G.C. 53601(j) Reverse Repurchase and Securities Lending restrictions	Max. 92 days unless guaranteed spread	
Corporate Notes on U.S. Corp or U.S. Subsidiary of a foreign corp.	30% Max.	Max. \$15mm any one name Make - Whole Call Restrictions	Max. 5 years	L/T rating AA- or Aa3 or better
Asset Backed Securities on U.S. Corp.	0% Max.	Not authorized	Not authorized	Not Authorized
Money Market mutual funds that invest in eligible securities meeting Government Code requirements.	20% Max. 10% per fund	Fund 5 years or more old NAV pricing restriction No front or back loads	Overnight liquidity	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc. Retain Investment Advisor per G.C. 53601(l) & (p)
Supranationals – Washington dollar denominated IBRD, IFC or IADB	20% Max. 10% per Name	Max. 10% in any one name	Max. 5 years	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc.

APPENDIX A

COUNTY TREASURY OVERSIGHT COMMITTEE

Policy Statement and Authorized Practice Approved March 4, 1996

Treasury Restrictions on Withdrawal for External Investment

Authorization: Pursuant to Government Code Section 27130 and Kings County Board of Supervisor's Resolution No. 95-081, dated December 5, 1995, the Kings County Treasury Oversight Committee is authorized to establish criteria on the withdrawal of funds on deposit in the County Treasury investment pool for the purpose of investing or depositing those funds outside the County Treasury pool.

Request for Withdrawal: Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for external deposit or investment, shall first submit a request by resolution or minute order approved by the legislative or governing body for withdrawal of the funds.

Assessment of Withdrawal Impact: The County Director of Finance shall evaluate all requests for withdrawal to determine if the interests of the other Treasury depositors in the County Treasury pool will be adversely affected. If the County Director of Finance determines that the combined number of requests or total dollar amount requested is sufficient to constitute a "run on the treasury", no withdrawal requests shall be processed until the County Treasury Oversight Committee has reviewed the treasury financial position and assists the Director of Finance in establishing an action plan.

Approval or Disapproval: The County Director of Finance shall approve all requests upon the finding that other Treasury depositors will not be adversely affected. If other Treasury depositors are perceived to be adversely impacted, the County Director of Finance may postpone action on any withdrawal request until the County Treasury Oversight Committee has reviewed the situation.

Approved Withdrawal Criteria: Approved withdrawals will be processed dependent on availability of funds, the type of investments required to be liquidated, market conditions, settlement periods, and dollar amounts to be withdrawn. The following are target goals for withdrawals:

- a. If adequate liquidity exists in short term investments and requires minimal liquidation and settlement, withdrawals of amounts up to \$1,000,000.00 shall be processed immediately upon the County Director of Finance's approval.
- b. If the County Treasury liquidity position is such as to require liquidation of more difficult investment(s), the below processing times shall apply based on the withdrawal dollar amounts and market factors.
 - (1). If the withdrawal amount is less than \$1,000,000.00, and favorable market conditions exist, requests shall be processed within three workdays.

(2). If the withdrawal amount is greater than \$1,000,000.00, or unfavorable market conditions exist, requests shall be processed within five workdays.

Disclaimer of Liability: Any and all funds withdrawn from the County Treasury investment pool for the purpose of investing or depositing such funds outside the pool shall become the responsibility of the legislative body requesting the action. The County Director of Finance or County of Kings shall in no manner be held responsible or liable for withdrawn funds or investments purchased with said funds. The request of any legislative body, by resolution or minute order, authorizing the withdrawal of funds for deposit or investment outside the County Treasury investment pool must provide a disclaimer of liability. The Director of Finance shall not honor any such withdrawal request if a disclaimer clause is not provided.

GLOSSARY OF TERMS

AGENCIES OR FEDERAL AGENCIES: Federal sponsored agency securities including discount notes, or interest bearing notes, and bonds. The agencies were created by Congress to reduce the cost of capital for certain borrowing sectors of the economy deemed to be important enough to warrant assistance, such as farmers, homeowners, and students.

ASKED PRICE: The lowest price at which a dealer is willing to sell a security.

BANKERS ACCEPTANCES (BA'S): A time draft or bill of exchange that is accepted payment by banks engaged in financing of international trade. The accepting institution guarantees payment of the bill as well as the issuer.

BID: Price at which someone is willing here and now to purchase a security.

BOOK VALUE: The value at which a security is carried on the inventory list or other financial records of an investor. The Book Value may differ significantly from the security's current value in the market.

BROKER: Person or firm acting as intermediary between buyer and seller.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CERTIFICATES OF DEPOSIT (CD'S): A time deposit with a specific maturity evidenced by a certificate. They are issued in two forms negotiable and collateralized.

Negotiable Certificates of Deposit: May be sold by one holder to another prior to maturity. The issuing bank agrees to pay the amount of the deposit plus interest earned to the BEARER of the certificate at maturity.

Collateralized Time Deposits: These certificates are collateralized and are not money market instruments since they cannot be traded in the secondary market. They are issued on a fixed maturity basis and fixed payee.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICES (CDARS): Certificates of Deposit that are placed by a member bank with commercial banks, savings banks, savings and loan associations, or credit unions, such that the principal and all accrued interest during the term of the certificate are fully insured by either the FDIC OR NCUA.

COLLATERAL: Securities pledged by a bank to secure deposits of public funds, or an asset pledged by a borrower to a lender.

COMMERCIAL PAPER: An unsecured short-term promissory note issued by corporations with maturities ranging from 2 to 270 days.

COUNTY TREASURY OVERSIGHT COMMITTEE: A committee established by Board of Supervisors Resolution No. 95-081, dated December 5, 1995 to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities include: (1) review and monitor the County Director of Finance's investment policy, (2) cause an annual audit to be conducted to determine the county treasury's compliance, and (3) establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the county treasury pool.

COUPON RATE: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own account.

DEBENTURE: A longer-term debt instrument issued by a corporation that is unsecured by other collateral. Hence, only the good faith and credit standing of the issuer backs the security.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery vs. payment and delivery vs. receipt. Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills

DIVERSIFICATION: A process of investing assets among a range of security types by sector, maturity, and quality rating.

DOLLAR WEIGHTED AVERAGE MATURITY: The sum of the amount of each outstanding investment multiplied by the number of days to maturity, divided by the total amount of outstanding investments.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL FARM CREDIT BANKS (FFCB): is a nationwide system of lending institutions that provide credit and related services to farmers, ranchers, producers and harvesters of agricultural products, and other farm related businesses.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan association. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC) : is a federally chartered and stockholder-owned corporation. Freddie Mac purchases mortgage loans from qualified financial institutions and resales these loans in the form of guaranteed mortgage securities.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional Federal Reserve Banks, their 24 branches, and all national and state banks that are members of the system.

FLOATER: A derivative that has its coupon determined by using the yield of other securities.

FUTURES: Futures contracts are the units of trading at a commodity exchange. They are legally binding agreements made within the confines of an exchange trading area. All futures contracts call for the purchase or sale of a physical commodity of financial instrument on dates from one month to more than two years in the future.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae) Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institution. Security holder is protected by full faith and credit of the U.S. Government. Ginnie MAE securities are backed by the FHA, VA, or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

GOVERNMENT-SPONSORED ENTERPRISES (GSE): General term for several privately owned, publicly chartered agencies created to reduce borrowing costs for certain sectors of the economy such as farmers, homeowners and students. The GSEs that issue debt instruments include: Federal Home Loan Banks, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit System, Federal Agricultural Mortgage Corporation, and the Student Loan Marketing Association.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable sales can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the California State Treasurer for investment and reinvestment.

MARKET RISK: The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, etc.).

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO) Independent credit rating agencies which are utilized to analyze and rate the quality of the issuers underlying debt.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

OPTIONS: The buyer of a call option has the right to buy the underlying security at fixed price. The option seller is obligated to sell the security if the buyer chooses to exercise the option.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealer, banks and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In California the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities approved by the State, the authorized investments. The trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, this is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT: A dealer of securities buys securities from an investor with an agreement to sell them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" or "investor" money for the period of the agreement, and the terms of the agreement are structured to compensate the dealer for this. Investors use reverse-repos to meet temporary cash shortages without liquidating the investments.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITY: Any investment instrument authorized for purchase under Government Code 53601 or 53635.

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investor in securities transactions by administering securities legislation.

SECURITIES LENDING AGREEMENT: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

SUPRANATIONALS: An international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

SURPLUS FUNDS: All moneys are not required to meet the banks demands on the treasury to redeem check warrants on any given day are considered "surplus funds" for investments.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY NOTES: A interest bearing security issued by the U.S. Treasury to finance the Federal debt with a maturity range of from zero to ten years.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities between ten to thirty years.

TRI-PARTY CUSTODIAL AGREEMENT: A third party custodian bank agrees to safekeep the repo collateral in a segregated custody account for the client. The custodian bank independently prices the collateral and ensures that the collateral is properly securitized.

UNIFORM NET CAPITAL RULE (SEC RULE 15C3-1): Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period of the date of purchase to the date of maturity of the bond.

YIELD-TO-CALL (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE: A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Department of Finance – Jim Erb

SUBJECT: DELEGATION OF INVESTMENT AUTHORITY TO THE KINGS COUNTY
DIRECTOR OF FINANCE

SUMMARY:

Overview:

Annually, the Board of Supervisors is requested to consider the delegation of investment authority to the Kings County Director of Finance. Submitted for your Board's action is a resolution delegating investment authority to the Kings County Director of Finance for the period of January 1, 2022 continuing through December 31, 2022.

Recommendation:

Adopt the Resolution delegating investment authority to the Kings County Director of Finance.

Fiscal Impact: None.

BACKGROUND:

Pursuant to Section 53607 of the California Government Code, your Board has annually delegated certain investment authority to the County's Director of Finance for a one-year period. Kings County Ordinance No. 557, adopted January 14, 1997, allows for the annual delegation to be achieved through a Board resolution. Board Resolution 20-075 delegated investment authority for the 2021 calendar year, which expires December 31, 2021. Staff respectfully requests your Board consider adopting a new resolution delegating investment authority to the Kings County Director of Finance for Calendar Year 2022.

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.

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

IN THE MATTER OF DELEGATING
INVESTMENT AUTHORITY TO THE
KINGS COUNTY DIRECTOR OF FINANCE UNDER
SECTION 53607 OF THE CALIFORNIA
GOVERNMENT CODE _____ /

RESOLUTION NO. _____

WHEREAS , on January 14, 1997, the Board of Supervisors adopted Kings County Ordinance No. 557, pursuant to the terms of which investment authority was granted to the Kings County Treasurer for a one-year period to end in January 1998 ;

WHEREAS, Ordinance No. 557 provides that all future delegations of investment authority by the Board shall be by Board resolution; and

WHEREAS, the Board now wishes to delegate investment authority to the Kings County Director of Finance for the 2022 calendar year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Delegation of Investment Authority. Pursuant to Government Code section 53607 and Kings County Ordinance No. 557, the Kings County Director of Finance is hereby delegated the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury commencing on January 1, 2022, and continuing through December 31, 2022.

2. The Kings County Director of Finance shall assume full responsibility for said transactions until such time as the Board of Supervisors revokes this delegation of authority or until its expiration on December 31, 2022, unless renewed on or before that date by the Board of Supervisors.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 14TH day of December 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 14th day of December, 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 December 7, 2021

SUBMITTED BY:

Job Training Office – Lance Lippincott

SUBJECT:

INCUMBENT WORKER TRAINING CONTRACT WITH ADVENTIST HEALTH SYSTEM/WEST

SUMMARY:

Overview:

This action would authorize the Kings County Job Training Office to provide incumbent worker training services for Adventist Health System/West, an allowable activity for local workforce entities under the Workforce Innovation and Opportunity Act.

Recommendation:

Approve the Agreement for Training Services with Adventist Health System/West allowing the Kings County Job Training Office to provide incumbent worker training services, retroactively effective September 30, 2021 through September 1, 2022.

Fiscal Impact:

There is no fiscal impact to the County General Fund. The Kings County Job Training Office’s separate Workforce Innovation and Opportunity Act allocations will fund this program in an amount not to exceed \$101,090. This amount has been included in the Fiscal Year 2021-22 budget for the Kings County Job Training Office.

BACKGROUND:

Under the Workforce Innovation and Opportunity Act (WIOA) incumbent worker training is intended to provided both workers and businesses with the opportunity to build and maintain a quality workforce, as well as increase both participants’ and business’ competitiveness. Incumbent worker training is a type of work-based training and upskilling designed to ensure Kings County workers can acquire and develop the skills necessary to avert layoff or increase the skill levels of workers so that they can be promoted, opening up backfilling opportunities for workers with fewer skills and experience.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: _____

I hereby certify that the above order was passed and adopted

, Clerk to the Board

By _____, Deputy.

Agenda Item

INCUMBENT WORKER TRAINING CONTRACT WITH ADVENTIST HEALTH SYSTEM/WEST

December 7, 2021

Page 2 of 2

The proposed incumbent worker training with Adventist Health System/West is specifically designed to help fill an occupational gap in the nursing sector, specifically certified medical assistants. The goal of the program is to increase healthcare access and improve quality of care for patients in Kings County. Recruiting has been particularly difficult in rural counties like Kings County. When it comes to certified medical assistants, the reported turnover has been significantly higher than other impacted positions at local facilities.

The proposed incumbent worker training-medical assistant training will provide opportunities for current Adventist Health System/West employees in positions that are compensated at a lower level, to receive medical assistant training and positions with Adventist Health upon successful completion of the program. This training shall consist of 430 lecture hours, 90 lab hours, and 200 practicum hours, covering all necessary facets of medical assistant training. All participants completing the training will receive an increase in compensation due attributed to the training providing the certification/training necessary to become a medical assistant.

KINGS COUNTY
CONTRACT NO. _____

**AGREEMENT FOR TRAINING
SERVICES**

THIS AGREEMENT is made and entered into on _____ (the "Effective Date"), between the County of Kings, a political subdivision of the State of California, (hereinafter referred to as "County") and Adventist Health System/West (hereinafter referred to as "Trainer") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the County desires to contract for special services, which consists of training services to train medical assistants ("MA") under the Workforce Innovation and Opportunity Act ("MA Program");

WHEREAS, the Trainer is specially trained, experienced, expert and competent to perform such services;

WHEREAS, the Trainer is providing training specific to in-demand industries in Kings County as identified in the Kings County Workforce Development Board Strategic Plan 2021; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Trainer shall provide training services in good and professional manner in accordance with: a) this Agreement's terms and conditions; and b) **Exhibit A and Exhibit B**. Services shall include all activities necessary to perform such training service described in this Agreement.

2. TERM

This Agreement commences on the September 30, 2021, and terminates on September 1, 2022. The Parties may extend the term only by mutual agreement in writing between the Parties. The Parties acknowledge and understand this Agreement is retroactive from September 30, 2021.

This Agreement may be terminated by either Party at any time without cause or legal excuse by providing the other Party with thirty (30) days' written notice.

3. COMPENSATION

County shall pay Trainer \$101,090.00, and in accordance with **Exhibit B** as compensation for the MA Program and described in the attached exhibits. County shall not pay Trainer without formal approval of the County's Board of Supervisors or its authorized agent. In no event will County pay, nor is Trainer entitled to receive compensation over \$101,090.00.

County shall not be responsible for any charges or expenses incurred by Trainer, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by County.

4. PRICING CONDITIONS

Upon completion of the required services, Trainer shall: a) submit an invoice detailing the services it has performed under this Agreement; and b) complete and submit to the County, Form W-9, "A Request for Taxpayer Identification Number and Certification." Upon County's approval, it shall pay Trainer within thirty (30) days after the County receives said bill. Any invoice received after the fourth (4th) working day of a month may not be processed for payment until the following month.

5. INDEPENDENT CONTRACTOR

Trainer is and remains an independent contractor. Any person employed by Trainer to perform services are deemed Trainer's employee, agent or subcontractor and are not be entitled to workers' compensation or any other benefits afforded by County to its employees. Trainer shall indemnify, defend, and hold County harmless against any and all claims for workers' compensation and any other benefits paid to persons performing services hereunder.

County shall not be responsible for deducting any taxes, unemployment and disability benefit withholding, social security or other expenses. Trainer, Trainer's employees, agents and independent contractors possess no authority, nor will they represent themselves as having any authority to bind County in any manner whatsoever.

///

6. CONFIDENTIALITY

Any information (written, oral, or observed) received by the Trainer during the course of the Trainer providing services to County are confidential. This information may only be used in the provision of services under this Agreement and may not be revealed to any third parties during this Agreement or after its expiration without the prior written consent of County.

7. INSURANCE

Without limiting the County's right to obtain indemnification from Trainer or any third parties, prior to the commencement of work or execution of this Agreement, Trainer shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Trainer shall provide an Endorsed Additional Insured page from Trainer's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Trainer shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law. County hereby acknowledges and agrees that Trainer's participation in the Adventist Health System/West self-insurance program satisfies the insurance requirements of this Section 7.

Endorsement of Policies. Trainer shall cause each policy outlined below to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

Insurance Limits. Trainer shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

Commercial General Liability. Two Million Dollars (\$2,000,000) per

occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage.

Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident, and not less than One Hundred Thousand Dollars (\$100,000) for property damages, or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. Trainer shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Trainer's wrongful acts, errors, and omissions.

Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.

Trainer shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Trainer to furnish insurance during the term of this Agreement.

8. INDEMNIFICATION

Trainer shall indemnify, defend and hold harmless, County, its, elected, officials, officers, employees, agents and assigns from and against any and all third-party claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatever kind or nature, at any time to the extent arising from Trainer's negligence or willful misconduct. Trainer's liability for indemnity under this Agreement applies, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Trainer, except to the extent the claim, demand, liability, judgment, award, interest, attorney's fee, cost or expense is caused by the negligent or willful misconduct of the County, its officers, employees, agents or assigns. Trainer shall, on request from County, and at its own expense: a) defend any action, suit or proceeding arising hereunder; and b) reimburse and pay County for any loss, cost, damage or expense (including

attorneys' fees and costs) suffered by it hereunder. This section survives the termination of this Agreement.

County shall indemnify, defend and hold harmless, Trainer, its officers, employees, agents and assigns from and against any and all third-party claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatever kind or nature, at any time to the extent arising from County's negligence or willful misconduct. County's liability for indemnity under this Agreement applies, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the County, except to the extent the claim, demand, liability, judgment, award, interest, attorney's fee, cost or expense is caused by the negligent or willful misconduct of the Trainer, its employees, agents or assigns. County shall, on request from Trainer, and at its own expense: a) defend any action, suit or proceeding arising hereunder; and b) reimburse and pay Trainer for any loss, cost, damage or expense (including attorneys' fees and costs) suffered by it hereunder. This section survives the termination of this Agreement.

9. SUBCONTRACTS AND ASSIGNMENT

Trainer shall not subcontract this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Trainer remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Trainer shall include this provision in any and all subcontracting agreements entered into under this Agreement. Trainer shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

Trainer hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Trainer for sale to the County pursuant to this Agreement.

10. LIMITED EFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Trainer constitute, or be construed as, a waiver by County of any breach of covenant, or any default, which may then exist, on the part of the Trainer. The making of any such payment by County while any such breach or default exists, will not be construed as

acceptance of substandard or careless work or as relieving Trainer from its full responsibility under this Agreement.

No waiver by either Party of any default, breach or condition precedent is valid unless made in writing and signed by the Parties. No oral waiver of any default, breach or condition precedent binds any of the Parties. Waiver by either Party of any default, breach or condition precedent will not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

11. APPLICABLE LAW; VENUE

This Agreement and all documents issued or executed pursuant, and the rights and obligations of the Parties under this Agreement are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement is binding upon County unless agreed in writing by the Parties. Venue is Kings County, California.

12. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Trainer and any subcontractors shall comply with all applicable federal, state and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, national origin, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability, gender identity or expression, military status, or any other protected class. Trainer shall ensure the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Trainer represents that it is in compliance with shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

Trainer shall compile data, maintain records, and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Trainer shall include this nondiscrimination provision in all subcontracts related to

this Agreement.

13. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- (a) Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- (b) First Class Mail. When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- (c) Certified Mail. When mailed by certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.
- (d) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- (e) Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the Party giving notice, notice is effective upon receipt, provided that: 1) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or 2) the receiving Party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the Party intended to be noticed is effective on the first date that the Party refused or unclaimed the notice, or the date postal authorities, messengers, or overnight carrier find it undeliverable. Information for this notice to the Parties to this Agreement at the time of endorsement of this Agreement is as follows:

County

Job Training Office
124 N. Irwin Street
Hanford, CA 93230
Fax: (559) 7395

Contractor

Adventist Health
c/o Jennifer Diehl
ONE Adventist Way
Roseville, CA 95661

Any Party may change its address or fax number by providing the other Party

notice of the change in its notice address in any manner permitted by this Agreement.

14. ENTIRE AGREEMENT

This Agreement, including its Recitals and Exhibits are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Trainer other than those contained in this Agreement.

15. OWNERSHIP OF DOCUMENTS

Trainer shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

16. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Trainer's compliance with the provisions of this Agreement to County's reasonable satisfaction. County shall determine compliance in good faith as a reasonable person would under the circumstances.

17. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any Party other than Trainer.

18. LAWS, LICENCES, PERMITS AND REGULATIONS

Trainer and County shall comply with all federal, state and local laws, and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Trainer and County, their sub-grantees, Trainers, or subcontractor, and their work.

Trainer shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials constitutes a breach of this Agreement and

grounds for the termination of this Agreement by County.

19. BREACH OF CONTRACT

Upon breach of this Agreement by Trainer, County shall have all remedies available to it both in equity and/or at law.

20. REMEDY FOR BREACH AND RIGHT TO CURE - Omitted.

21. SUCCESSORS IN INTEREST

All the terms, covenants, and conditions of this Agreement bind and are in full force and effect upon any successors in interest and assigns of the Parties. This paragraph does not waive any of the conditions against assignment set forth in this Agreement.

22. CONFLICT OF INTEREST

Trainer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Trainer shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Trainer shall ensure that no County officer or employee in a position that enables it to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Trainer shall ensure that no County employee has any relationship to the Trainer or officer or employee of the Trainer, nor that any such person will be employed by Trainer in the performance of this Agreement without immediate divulgence of such fact to the County.

23. CAPTIONS

The captions of each paragraph in this Agreement are inserted only for convenience and reference, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affects it.

24. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Trainer from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

25. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, war, civil disturbance, labor dispute or other cause beyond a Party's reasonable control, provided written notice is provided to the other Party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

26. NO THIRD PARTY BENEFICIARIES

Unless otherwise specifically stated within this Agreement, the County and Trainer are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

27. OWNERSHIP OF DOCUMENTS

The County owns, and is entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Trainer prior to termination of this Agreement by the County or upon completion of the work pursuant to this Agreement. The County's reuse of any such materials on any project other than the project for which they were originally intended shall be at the County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

28. DUPLICATION OF COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both Parties.

29. ELECTRONIC SIGNATURES

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

30. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this

Agreement and bind the Party to which its signature represents.

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

ADVENTIST HEALTH SYSTEM/WEST

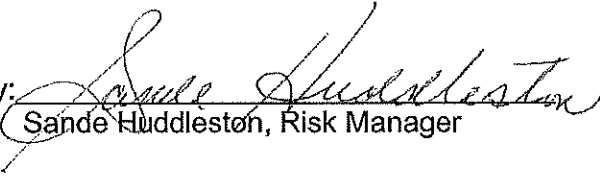
By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

By:  _____
Name John Beaman
Title Authorized Signatory

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By:  _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Diane Freeman, Interim County Counsel

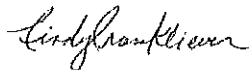
By:  _____
Cindy Crose Kliever
2021.10.22 16:28:47 -07'00'
Cindy Crose Kliever, Deputy County Counsel

Exhibit "A"

Adventist Health

Medical Assistant Training Scope of Work

Goal

The MA Program goal is to increase healthcare access and improve quality of care for patients in Kings County by improving team care efficiencies, increasing provider support, and providing advancement opportunities for staff.

Need Statement

Adventist Health hospitals in the Central Valley serve Fresno, Kings, Madera, and Tulare Counties. The population served is predominantly enrolled in Medi-Cal. In many cases, the communities within these counties experience a shorter life span, poorer quality of life, riskier health behaviors, less clinical care and access to medical care, and more unfavorable social and economic factors when compared to other counties in the state.

According to the Bureau of Labor Statistics, the growth of the medical assistant field on the national level is expected to increase by twenty-four percent (24%) through 2024. Despite demand for medical assistants, most counties in California reported moderate or high difficulty in recruiting entry-level medical assistants.

Recruiting is particularly difficult in rural counties such as Kings County. In California, forty-three (43) of the State's fifty-eight (58) counties are primarily rural and recruiting for these positions was "very difficult" or "moderately difficult."

In addition to the challenges in filling these vital positions, clinics and hospitals are seeing a high volume of voluntary turnover among new employees. When it comes to medical assistants, the reported turnover rates are generally even higher. Physician office practice managers reported concern regarding the time spent on the frequent training of new medical assistants for the specific needs of a practice, as a result of the frequent turnover of staff. Some medical offices report turnover rates of twenty percent (20%) to thirty percent (30%) per year.

Quality measures, specifically meaningful use/promoting interoperability, indicate insufficient training contributes to higher medical assistant turnover. Medical assistants that are not able to work with patients to the best of their abilities and properly utilize the Electronic Health Record are not only more likely to vacate their position, but also leave negative effects on clinical quality and patient satisfaction measures.

While working with the Medi-Cal and at-risk populations, quality and patient satisfaction are critical in improving health outcomes. The MA Program will provide the tools, training, career advancement, and externship opportunities required to properly prepare, support, and retain medical assistants to provide whole-person care.

Exhibit "A"

Project Summary

The MA Program will improve team care efficiencies, increase provider support, and provide advancement opportunities for professional staff through the development of a medical assistant training program.

Project Description

Medical Assistant Training

The MA Program is a comprehensive study of the clinical and clerical duties MAs are required to perform in the workplace. The Trainer shall carry-out the MA Program and train students to become a dynamic part of the Adventist Health healthcare team, with opportunities to grow professionally in a wide variety of healthcare occupations.

Trainer shall:

1. Design a MA training program, leveraging Trainers multidisciplinary team of health care experts.
2. Build a customized curriculum that is aligned with Trainer's current workforce needs and clinical skill development goals.
3. Provide access to training and education to include 430 lecture hours, 90 lab hours, 200 practicum hours, for a total of 720 program hours to be completed over a seven (7) month period and shall include the following in its curriculum:
 - A) Medical Terminology;
 - B) Anatomy/Physiology;
 - C) Pharmacology;
 - D) Infection Control;
 - E) Pathology;
 - F) Nutrition/Wellness;
 - G) Administrative Procedures (i.e. bookkeeping, medical billing, computer IT);
 - H) Clinical and Diagnostic Lab Procedures;
 - I) Wound care;
 - J) Vital signs, height, weight;
 - K) Audiometry and vision training;
 - L) EKG placement;

Exhibit "A"

- M) Venipuncture, urine samples;
 - N) Medication administration;
 - O) Podiatry;
 - P) Gynecology exam;
 - Q) Lavage ears;
 - R) Sutures, lacerations;
 - S) Cryotherapy;
 - T) Insertions/drainage, cyst removal;
 - U) Joint injection and aspiration;
 - V) Biopsies (i.e. punch, endometrial);
 - W) Cut tongue-tie; and
 - X) Spirometry; pulmonary function tests.
4. Utilize internal and external communication strategies to attract local candidates to the medical assistant training program.
 5. Collaborate with the Kings County Workforce Board to attract and engage potential candidates.
 6. Conduct interviews with prospective candidates to determine eligibility and qualification.
 7. Include the following components. Students will engage in didactic lectures:
 - A) Fifteen (15) hours of online modules per week.
 - B) Two (2) hours per week of virtual class discussion with Professor.
 - C) Procedure Lab Boot Camps will be conducted over four (4) weekends.
 - D) Two hundred (200) hours of on-site practicum at the Trainer's facility.
 - E) Collect and report feedback through continuous staff evaluation, preceptorship, and mentorship.
 8. Offer industry-recognized certificate of completion.

Individuals Directly Served

Beneficiaries of the MA Program include patients, medical assistant students, entry-level staff, and providers.

Exhibit "A"

As stated, many Kings County patients are enrolled in Medi-Cal and experience shorter life spans, poorer quality of life, riskier health behaviors, less clinical care and access to medical care, and more unfavorable social and economic factors than most in the state. Patients will ultimately benefit from this program through improved quality of care and satisfactory service from comprehensively trained staff and medical assistants. Entry-level staff at Adventist Health generally have high school or GED-level education. Advancement opportunities are limited as is the potential to increase earnings. The MA Program will provide a pipeline for entry-level staff to advance their careers in the medical field by becoming medical assistants. This career ladder progression increases staff skills to promote entry-level staff to higher level medical assistant positions.

Providers are limited in our rural region. Current providers will benefit from working with highly trained medical assistants to improve productivity. Increasing patient communication and "face time" to improve patient experience when the provider's time is limited is an essential role of the medical assistant and is a great benefit to providers.

Measurable Objectives

The MA Program primary objective is to train eleven (11) incumbent workers at Adventist Health to become MAs within the Adventist Health marketplace.

Exhibit "B"
TO AGREEMENT FOR TRAINING SERVICES

Program / Description	Quantity / Item	TOTALS
Training to include: i. Medical Terminology ii. Anatomy/Physiology iii. Pharmacology iv. Infection Control v. Pathology vi. Nutrition/Wellness vii. Administrative Procedures (i.e. bookkeeping, medical billing, computer IT) viii. Clinical and Diagnostic Lab Procedures ix. Wound care x. Vital signs, height, weight xi. Audiometry and vision training xii. EKG placement xiii. Venipuncture, urine samples xiv. Medication administration xv. Podiatry xvi. Gynecology exam xvii. Lavage ears xviii. Sutures, lacerations xix. Cryotherapy xx. Insertions/drainage, cyst removal xxi. Joint injection and aspiration xxii. Biopsies (i.e. punch, endometrial) xxiii. Cut tongue-tie xxiv. Spirometry; pulmonary function tests	Provide access to training and education to include: o 430 lecture hours o 90 lab hours o 200 practicum hours o Training totaling 720 program hours to be completed over a seven (7) month period Maximum Participants: 11 Number of Cohorts: 1	
BUSINESS MATCH		
COST PER PARTICIPANT		\$9,190
TOTAL COST FOR COHORT		\$101,090



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Administration – Edward Hill/Domingo Cruz

SUBJECT: ASSEMBLY BILL 1869 COUNTY ALLOCATION

SUMMARY:

Overview:

On November 8, 2021, the California Department of Finance sent a letter, which provided an allocation schedule to backfill counties due to revenues lost from the repeal of various criminal administrative fees by Assembly Bill (AB) 1869. Chapter 79, Statutes of 2021 (AB 143) “require the Director of Finance to finalize a methodology to determine per-county allocations based on a county’s adult population, felony and misdemeanor arrests, and felony and misdemeanor filings, as specified.”

Recommendation:

Accept the Assembly Bill 1869 annual allocations from the California Department of Finance for Fiscal Years 2021-2022 through 2025-2026 to backfill Probation Department and Sheriff’s Office due to revenue lost from repeal of various criminal administrative fees.

Fiscal Impact:

The yearly allocation for Fiscal Years (FY) 2021-2022 through 2025-2026 is \$336,311. The total allocation for five (5) years is \$1,681,555. Each year, Probation Department’s Budget Unit 234000 – Probation Admin, Account 85201 (St Aid – AB 1869 Back Fill) will receive \$245,435 (73%), and the Sheriff’s Budget Unit 223000 – Sheriff Detention, Account 85201 (St Aid – AB 1869 Back Fill) will receive \$90,876 (27%). Percentage calculation is based on a five-year revenue analysis, which was coordinated between the Administrative Office, Probation Department, and the Sheriff’s Office.

BACKGROUND:

On September 18, 2020, Governor Newsom signed AB 1869, which eliminated 23 different criminal administrative fees charged by local governments to individuals arrested, prosecuted, or convicted of a crime.

(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

ASSEMBLY BILL 1869 FINAL COUNTY ALLOCATION

December 14, 2021

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In addition, AB 1869 set aside \$65 million annually from FY 2021-2022 through FY 2025-2026 to backfill counties for estimated lost revenue. Probation Department and the Sheriff's Office are the ones impacted by this bill when it was signed to law. In Probation, there are twelve (12) fees that were discontinued, and the Sheriff has one (1). The first allocation became available on December 2, 2021 for distribution to the two departments.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Administration – Edward Hill

SUBJECT: REAPPOINTMENT OF THE KINGS COUNTY AGRICULTURAL
COMMISSIONER AND SEALER OF WEIGHTS AND MEASURES

SUMMARY:

Overview:

The California Food and Agricultural Code (Section 2121) and the California Business and Professions Code (Section 12200) requires the appointment of the County Agricultural Commissioner and County Sealer of Weights and Measures by the Board of Supervisors to a term of four years.

Recommendation:

Consider reappointing Mr. Jimmy Hook to the position of Kings County Agricultural Commissioner and Sealer of Weights and Measures, effective December 4, 2021, for another four year term.

Fiscal Impact:

None

BACKGROUND:

Mr. Jimmy Hook was originally appointed as the County's Agricultural Commissioner-Sealer of Weights and Measures on December 4, 2017, and his current term in office expired on December 4, 2021. Based upon Mr. Hook's overall performance, it is recommended that he be reappointed to the Agricultural Commissioner-Sealer of Weights and Measures position for another four-year term, effective December 4, 2021

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 December 14, 2021

SUBMITTED BY: Administration – Edward Hill/Matthew Boyett
County Counsel – Diane Freeman

SUBJECT: RESOLUTION ADOPTING NEW SUPERVISORIAL DISTRICT MAP

SUMMARY:

Overview:

Every ten years the County’s supervisorial districts must be redrawn so that each district is substantially equal in population, the process of which is called redistricting. The County began its redistricting process in July 2021 with the first of six public hearings. After considering all draft maps submitted by November 22, 2021, and during the December 7, 2021 public hearing, the Board voted to bring map Public 120 forward for formal adoption by resolution on December 14, 2021.

Recommendation:

Adopt the resolution revising boundaries for supervisorial districts following the 2020 Federal Census in accordance with California Elections Code Section 21500, et seq.

Fiscal Impact:

None.

BACKGROUND:

Every ten years the County’s supervisorial districts must be redrawn so that each district is substantially equal in population, the process of which is called redistricting. The County began its redistricting process in July 2021 with the first of six public hearings. The six public hearings were held on July 20th, 2021 (10:00 AM), July 27th, 2021 (10:00 AM), August 31st, 2021 (10:00 AM), November 3rd, 2021 (6:30 PM), November 16th, 2021 (6:30 PM), and December 7th, 2021 (10:00 AM).

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

RESOLUTION ADOPTING A NEW SUPERVISORIAL DISTRICT MAP

December 14, 2021

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(Cont'd)

Public hearings before November 3rd were pre draft map hearings consisting of presentations given by National Demographics Corporation (NDC) on the federal and state laws governing redistricting, the County's redistricting process, process timeline, and also had time for public comment on redistricting as well as comment regarding communities of interest and proposed district boundaries. Public hearings from November 3rd on were post draft map hearings where the Board were presented with draft map options available for discussion and consideration as new district boundaries. As part of the Board-approved process and timeline, the County would accept draft maps for Board consideration submitted by November 22nd, 2021 at 5:00 PM.

During the sixth and final public hearing on December 7th, 2021, the Board approved to bring forward draft map Public 120 for formal adoption via resolution at the December 14th, 2021 regular Board meeting.

The County's redistricting process has complied with the Fair Maps Act requirements, which include:

Webpage Requirements

- Create a redistricting webpage to be maintained for 10 years;
- Post an explanation of the redistricting process and the process for giving public comments in English and all legally required languages;
- Include on the webpage the hearing calendar, notices and agendas, recordings or summaries of hearings, all draft maps considered, and the final adopted map (the final map to be posted after adoption).

Public Engagement

- Identify local organizations that may be interested in redistricting and reached out to them with information and educational materials;
- Create an interested-person sign-up on the County's webpage;
- Identify the applicable minority languages for the County;
- Create a process for receiving written public comment on redistricting, including a dedicated web form or email address and a physical address.

Public Hearings

- Hold at least four public hearings for the public to give input on maps.

Hearing Timing

- Hold one hearing outside of regular business hours;
- If a redistricting hearing is scheduled within a regular meeting of a jurisdiction's governing body, provide notice for the hearing at a fixed time and begin the hearing at that time.

Hearing Accessibility

- Ensure all hearing locations are accessible to person with disabilities.

Hearing Notice

- Provide at least five-day online notice of hearings.

Agenda Item

RESOLUTION ADOPTING A NEW SUPERVISORIAL DISTRICT MAP

December 14, 2021

Page 3 of 3

- This requirement is reduced to three days in the last 27 days before a jurisdiction's redistricting deadline.
- Maintain and update a calendar of hearing dates on the redistricting webpage.

Live Translation

- Provide live translation at hearings upon request by a member of the public.

Recordkeeping

- Record hearings, or prepare a written summary of each public comment and board deliberation.

Map Drafts and Adoption

- Enable the public to submit written testimony and maps.
- Do not post draft maps until at least 21 days after the release of the state-adjusted census data.
- Post draft maps for at least seven days before adopting a final map.

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

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

IN THE MATTER OF REVISED BOUNDARIES
FOR SUPERVISORIAL DISTRICTS FOLLOWING
THE 2020 FEDERAL CENSUS IN ACCORDANCE
WITH CALIFORNIA ELECTIONS CODE SECTION
21500, ET SEQ. _____/

RESOLUTION NO. 21-_____

WHEREAS, following each federal decennial census the County of Kings must adopt boundaries for all of the supervisorial districts of the County with any necessary revisions so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution; and

WHEREAS, California Elections Code sections 21500 through 21509 set forth the criteria, requirements, procedures and deadlines for the adoption of supervisorial district boundaries following the release of census data on or before December 15, 2021; and

WHEREAS, the County of Kings last adopted boundaries for supervisorial districts by Ordinance No. 653 on July 26, 2011; which are codified in Code of Ordinances, County of Kings Sections 2-9 through 2-12; and

WHEREAS, Elections Code Section 21500 provides that supervisorial districts may be adopted by ordinance or resolution; and

WHEREAS, the delay in the release of census data and necessary adjustments by the State of California for the residence of incarcerated persons for purposes of redistricting, and the impending deadlines for conducting the June 7, 2022 primary election, make it necessary and in the public interest to use the most expeditious and efficient means of adoption of new supervisorial district boundaries by resolution rather than ordinance; and

WHEREAS, the Board of Supervisors has adopted Ordinance No. 700, repealing County of Kings, Code of Ordinance, Chapter 2, Article 1, Sections 2-8 through 2-12 in their entirety, and amending County of Kings, Code of Ordinances Chapter 2, Article 1, to add a new Section 2-8 providing for adoption of supervisorial district boundaries by resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Kings finds and declares as follows:

1. The Board of Supervisors held public hearings before and after drawing draft maps as required by Elections Code section 21507.1, as follows:
 - a. July 20, 2021 10:00 am Board Chambers, Hanford, CA – before drawing draft maps;
 - b. July 27, 2021 10:00 am Board Chambers, Hanford, CA – before drawing draft maps;
 - c. August 31, 2021 10:00 am Board Chambers, Hanford, CA – before drawing draft maps;
 - d. November 3, 2021 6:30 pm Board Chambers, Hanford, CA – after drawing draft

- maps with review and discussion of alternative maps;
 - e. November 16, 2021 6:30 pm Board Chambers, Hanford, CA – after drawing draft maps with review and discussion of draft maps; and
 - f. December 7, 2021 10:00 am Board Chambers, Hanford, CA – for selection of map for approval that best satisfies the criteria set forth in Elections Code section 21500, subdivisions (b) through (d).
2. As directed by the Board of Supervisors, staff additionally conducted public presentations at City Council meetings in each of the County’s four cities located throughout the County of Kings to educate the public on the County’s redistricting process and encourage participation as follows:
- a. October 5, 2021 5:00 pm, City of Hanford Council Chambers, Hanford, CA;
 - b. October 12, 2021 5:30 pm, City of Corcoran Council Chambers, Corcoran, CA;
 - c. October 14, 2021 6:15 pm, City of Avenal Council Chambers, Avenal, CA; and
 - d. October 19, 2021 5:30 pm, City of Lemoore Council Chambers, Lemoore, CA.
3. The County took steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process by:
- a. Providing information to media organizations;
 - b. Engaging with community groups and organizations;
 - c. Engaging in a social media campaign;
 - d. Arranging for live translations of all public meetings and workshops;
 - e. Disseminating all written public outreach materials in Spanish and English;
 - f. Publishing the date, time, and location of all public hearings and workshops on the County website; and
 - g. Allowing the public to submit testimony and draft maps in writing and electronically.
4. Of the alternatives prepared by County staff, independent consultants, and the public, the Supervisorial Districts set forth in detail by census blocks in Attachment A, to the extent practicable best meet the applicable legal redistricting criteria in order of priority:
- a. Population Equality within allowed percentage deviation;
 - b. Geographic contiguity;
 - c. Respect for the integrity of local neighborhoods or communities of interest;
 - d. Respect for geographic integrity of cities or census designated places in a manner that minimizes its division;
 - e. Establishes boundaries that are easily identifiable and understandable by residents, following natural and artificial barriers, by streets or the boundaries of the county,
 - f. Geographic compactness;
 - g. Racial and ethnic balance; and
 - h. Does not favor or discriminate against a political party.

BE IT FURTHER RESOLVED, the Board of Supervisors of the County of Kings hereby adopts the supervisorial district boundaries for each district as more fully set forth in Attachment A, and as depicted on the map in Attachment B.

BE IT FURTHER RESOLVED, that the district boundary descriptions and map are effective upon adoption and shall be posted on the County website.

PASSED AND ADOPTED by the Board of Supervisors, County of Kings, State of California on this 14th day of December 2021, by the following vote:

AYES:	SUPERVISORS
NOES:	SUPERVISORS
ABSTAINING:	SUPERVISORS
ABSENT:	SUPERVISORS

Craig Pedersen, Chairperson
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this 14th day of December, 2021

Clerk of said Board of Supervisors

APPROVED AS TO LEGAL FORM:
Diane Freeman, County Counsel

Date: _____

Exhibit A

Boundaries to be determined by Board action.

Exhibit B

Map to be determined by Board action.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 14, 2021

SUBMITTED BY: Department of Public Health – Darcy Pickens/Heather Silva

SUBJECT: NOVEL CORONAVIRUS 2019 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 the County of Kings 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 are vaccines for antiviral treatment of COVID-19. 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 of the Board

By _____, Deputy.