

Board Members

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



Staff

Kyria Martinez, County Administrative Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, September 19, 2023

Time: 9:00 a.m.

Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ website: <https://www.countyofkings.com>

The meeting can be attended on the Internet by clicking this link:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=maaad87a709f8848862e68bd784cd6d1b>

or 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 link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access.*WebEx will be available for access at 8:50 a.m.*

Members of the public who wish to view/observe the meeting virtually can do so on the internet at:

www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:

<https://youtube.com/live/QvzooVmdpc4?feature=share>

****Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.**

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Candace Cortez - 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. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for September 12, 2023.
- B. Approval of the minutes from the regular meeting for September 12, 2023.

IV. CONSENT CALENDAR

A. Behavioral Health Department:

- 1. Consider authorizing the advanced step hire of Grant Zweifel as a Clinical Program Manager at Salary Range 248.0, Step 5.

B. County Counsel:

- 1. Consider appointing Michael Nordstrom, Cory VanderHam, and Craig Andrew to four-year terms as Directors of the Angiola Water District to qualify, take office, and serve as if elected at a general District election.

C. Sheriff's Office:

- 1. a. Consider authorizing the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase the service handgun for Deputy Sheriff Kody Holt;
- b. Approve the purchase of a Glock handgun as replacement;
- c. Adopt the budget change. **(4/5 vote required)**

V. REGULAR AGENDA ITEMS

A. District Attorney's Office – Sarah Hacker

- 1. Consider approving the Agreement with John Bratsch for legal services effective upon execution through June 30, 2024.

B. Administration – Kyria Martinez/Matthew Boyett

- 1. a. Consider authorizing the County Administrative Officer to sign the Agreement between the Department of Water Resources of the State of California, Empire Westside Irrigation District, and the County for the transfer of 2,000 acre-feet of Table A water from Empire West Side Irrigation District to Kings County;
- b. Authorize the County Administrative Officer to sign the Agreement between Sandridge Partners and the County holding the County harmless for being a party to the transfer Agreement between the Department of Water Resources of the State of California, Empire Westside Irrigation District, and the County for the transfer of 2,000 acre-feet of Table A water from Empire Westside Irrigation District to Kings County.

VI. STUDY SESSION

A. Agricultural Department – Jimmy Hook/Mario Gutierrez

- 1. Receive a presentation on the 2022 Annual Crop Report outlining the status of agriculture in Kings County.



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

- ◆ **Workers Compensation: (1 Case) [Govt. Code Section 54956.95]**
- ◆ **Conference with Real Property Negotiator [Government Code Section 54956.8]**
Property: Avenal Courthouse
501 E. Kings Street
Avenal, CA 93204
Negotiation Parties: Kyria Martinez
Under Negotiation: Purchase of Property

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, September 26, 2023 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

FUTURE MEETINGS AND EVENTS

September 26	9:00 AM	Regular Meeting
October 3	9:00 AM	Regular Meeting
October 10	9:00 AM	Regular Meeting
October 10	2:00 PM	Regular Meeting – Board of Equalization
October 17	9:00 AM	Regular Meeting

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Staff

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Board of Supervisors

Regular Meeting Action Summary

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I. 9:00 AM

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Candace Cortez - Koinonia Church

PLEDGE OF ALLEGIANCE

MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, RUSTY ROBINSON, RICHARD FAGUNDES

MEMBERS ABSENT: DOUG VERBOON

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.

Pedro Aguilar, Kings County resident stated that he ran the swap meet at the Kings Fair Grounds for 18 years and recently opened his own swap meet in Armona at the Kings Drive In Theatre and was shut down due to code enforcement issues.

Rose Mary Rahn, Kings County Public Health Director gave an update on COVID-19 cases in the County and on West Nile Virus cases.

Darrin Ellis, Kings County resident and former Kings County Deputy/School Resources Officer stated the importance of the School Resources Officers and the role they have in students lives and the safety of the students and staff in the schools.

For the record due to technical difficulties the recording for WebEx and Youtube were corrected and available from this point forward.

Christi Lupkes, Kings County Behavioral Health Deputy Director stated gave an update on the commitment to the community through the mobile crisis services and stated that phase 2 of the grant process has been applied for to receive additional funding for the program.

Lisa Lewis, Kings County Behavioral Health Director expressed her gratitude to Katie Arnst, Kings County Behavioral Health Deputy Director who is leaving for a job in Oregon on September 15, 2023.

Kyria Martinez, Kings County Administrative Officer introduced Matthew Boyett, who recently promoted to Kings County Deputy Administrative Officer and Megan Vega, who recently was hired as Kings County Deputy Administrative Officer and stated that she was excited to have them on the team of staff in Administration. Matthew Boyett thanked CAO, Martinez for the opportunity and stated that Kings County is a great place to work, and he looks forward to the future. Megan Vega thanked CAO, Martinez for the opportunity to work for Kings County and stated that her family is from Kettleman City, and Avenal and she is looking to working at Kings County.

Daniela Peralta, Valley Voices representative stated through an interpreter that she is a resident of Avenal and stated that there are challenges to services due to language barriers and would like to see the County look to State and Federal levels for funding to help with the services to the community.

Ivette Chaidez, Kings County stated that she has heard that the flea market at the Kings Drive-In was shut down due to not having permits to run that type of business at that location asked the Board to support a text change to the General Plan to allow the applicant to continue to do business at the location.



Ereyda Jaimes, stated through an interpreter that she is a Kings County resident and has known Pedro Aguilar for 15 years while he ran the swap meet at the Kings Fair Grounds and followed him to the Kings Drive-In location and stated that before the move to the new location the Kings Fair Grounds was not providing running water for the vendors or restrooms and that was a health issue and wanted to bring that to the attention of the Board.

Mary Roach, Kings County resident stated that she is in support of Pedro Aguilar as a friend and one of his vendors and stated that new management at the Kings Fair Grounds let him go and when he moved to the Armona location she followed him and stated that he and the vendors need the swap meet to make a living and he got permission from the property owners to be there.

William Lynch, Kings County Fire Chief gave a brief update that all Fire Personnel are back in the County after being deployed to fires in Northern California.

III.

APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for August 29, 2023.
- B. Report out of Closed Session from the special meeting for September 7, 2023.

REPORT OUT: DIANE FREEMAN, COUNTY COUNSEL STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION AT THEIR AUGUST 29, 2023 AND SEPTEMBER 7, 2023 MEETINGS.

- C. Approval of the minutes from the regular meeting for August 29, 2023.
ACTION: APPROVED AS PRESENTED (RF, RR, JN, RV-Aye, DV-Absent)
- D. Approval of the minutes from the special meeting for September 7, 2023.
ACTION: APPROVED AS PRESENTED (RR, RF, RV- Aye, JN-abstained, DV-Absent)

IV.

CONSENT CALENDAR

A. Agricultural Department:

- 1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Noxious Weed Program retroactively effective from July 1, 2023 to June 30, 2025. **[AGMT 23-132]**
- 2. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Organic Inspection program retroactively effective from July 1, 2023 to June 30, 2024. **[AGMT 23-133]**
- 3. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Certified Farmers Market Inspection Program retroactively effective from July 1, 2023 to June 30, 2024. **[AGMT 23-134]**

B. Behavioral Health Department:

- 1. Consider approving the Agreement with Public Health Management Corporation for the Risk and Needs Triage software program for Collaborative Justice Treatment Court retroactively effective from June 1, 2023 to May 31, 2024. **[AGMT 23-135]**

C. Child Support Services:

- 1. Consider approving a Memorandum of Understanding between Kings County Child Support Services and Kings County Department of Public Works for vehicle maintenance and motor pool services retroactively effective from July 1, 2023 to June 30, 2024. **[AGMT 23-136]**
- 2. Consider approving the Intra-County Plan of Cooperation between Kings County Child Support Services and Kings County Information Technology Department for maintenance, monitoring, and data processing services retroactively effective from July 1, 2023 to June 30, 2024. **[AGMT 23-137]**

D. County Counsel:

- 1. Consider approving the advanced step hire of Zachary Adams, Deputy County Counsel I, Range 232.5, Step 5, \$42.79 per hour effective on date of hire.



E. Department of Finance:

1. Consider adopting a Resolution establishing property tax rates within Kings County for Fiscal Year 2023-24. **[RESO 23-065]**

F. Human Resources Department:

1. Consider receiving a report on the suspension of competition for the Assistant Sheriff-STC position approved by the Human Resources Director, and the appointment of Chrystal Thomas to the Assistant Sheriff-STC position effective September 4, 2023 (Pay Period 19-2023).
2. Consider approving the revised job specification for Paralegal.

G. Human Services Agency:

1. a. Consider authorizing the Director of the Human Services Agency to accept additional Medi-Cal Health Enrollment Navigators Project grant funds that includes a revised and approved Work Plan and Budget Plan from the Department of Health Care Services;
- b. Authorize the Director of the Human Services Agency to sign the Medi-Cal Health Enrollment Navigators Project amended allocation agreement for the revised Work Plan and Budget Plan that becomes effective once signed by the County and the Department of Health Care Services. **[AGMT 22-182.1]**

H. Public Health Department:

1. Consider authorizing the Public Health Department to waive the administrative fee for influenza vaccines offered to Kings County residents via community vaccination events and for clients who are uninsured, until all State provided free flu vaccines are distributed.
2. a. Consider approving the Agreement with California Association of Environmental Health Administrators to provide part-time Registered Environmental Health Specialist effective upon execution through December 31, 2024; **[AGMT 23-138]**
- b. Adopt the budget change. **(4/5 vote required)**
3. Consider authorizing the Public Health Director to accept the California Department of Public Health's Future of Public Health funding allocation annually for the purpose of enhancing the public health workforce and infrastructure.
4. Consider approving the Memorandum of Understanding with Cal Poly Corporation, San Luis Obispo for the Early Intervention to Promote Cardiovascular Health of Mothers and Children program effective upon execution until June 1, 2030. **[AGMT 23-139]**
5. Consider approving the Agreement with the Department of Health Care Services for participation as a provider in the Family Planning Access Care Treatment program effective upon execution. **[AGMT 23-140]**

I. Public Works Department:

1. Consider approving the construction contract with JT2, Incorporated, doing business as Todd Companies for the Burris Park and Hickey Park Playground Shade Project. **[AGMT 23-141]**

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

V.

REGULAR AGENDA ITEMS

A. Human Resources Department – Carolyn Leist/Ashley Hernandez/Danyele Leap/Adrian Lambing/Melissa Avalos

1. a. Consider approving the new job specification for County Health Officer and set the salary at Salary Band Designation 1 (\$14,000-\$19,000 monthly);
- b. Allocate a 1.0 Full-Time Equivalent County Health Officer in Budget Unit 411100.

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

2. Consider authorizing the Human Resources Director to sign the Side Letters of Agreement with the General and Supervisor's Membership of the California League of City Employees' Association.

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



3. a. Consider approving the new job specification for the Animal Shelter Technician Trainee and set the salary at Range 154.0 (\$2,782 - \$3,394 monthly);
- b. Approve the revised job specification for Animal Shelter Technician I and set the salary at Range 159.0 (\$2924 - \$3567 monthly);
- c. Set the salary for Animal Shelter Technician II at Range 169.0 (\$3,229 - \$3,942 monthly);
- d. Set the salary for Animal Control Officer I at Range 169.0 (\$3,229 - \$3,942 monthly);
- e. Set the salary for Animal Control Officer II at Range 179.0 (\$3,567 - \$4,354 monthly);
- f. Set the salary for Animal Control Officer III at Range 189.0 (\$3,942 - \$4,808 monthly).

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

4. Consider authorizing the Human Resources Director to sign the Side Letter of Agreement with the Probation Officers' Association.

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

5. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Detention Deputy Association for a term beginning July 1, 2023 and ending June 30, 2024.

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

6. Consider authorizing the Human Resources Director to sign the revised Side Letter of Agreement with the Prosecutor's Association.

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

7. a. Consider approving the new job specification for Environmental Health Technician and set the salary at Range 184.0 (\$3,749 - \$4,576 monthly);
- b. Allocate a 1.0 Full-Time Equivalent Environmental Health Technician in Budget Unit 411500.

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

8. Consider authorizing the Human Resources Director to sign the Side Letter of Agreement with the Firefighters' Association.

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

9. Consider authorizing the Human Resources Director to sign the Side Letter of Agreement with the Blue Collar Membership of Service Employees International Union, Local 521.

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

10. Consider authorizing the Human Resources Director to sign the Side Letter of Agreement with the Deputy Sheriff's Association.

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

11. a. Consider approving a 1.5% cost-of-living increase for all unrepresented management, appointed department heads and elected department heads (Assessor/Clerk/Recorder, District Attorney, and Sheriff) effective September 4, 2023 (Pay Period 19-2023);
- b. Approve the Salary Resolution which reflects recommended and previously authorized classification and salary changes, including benefit changes to unrepresented management, and the adjustment of salary bands one and two. **[RESO 23-060]**

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

B. Information Technology Department- John Devlin

1. Consider approving the Agreement with Qualys for vulnerability and software patch management for computers and servers for the term of five (5) years, effective upon execution by all parties. **[AGMT 23-142]**

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

C. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider adopting the Resolution accepting additional Right of Way on behalf of the general public for County Right of Way along Houston Avenue. **[RESO 23-066]**

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



2. Consider approving the Plans and Specifications for the New Fabric Shade Structure at the Burris Park Amphitheater.

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

3. Consider canceling Bid # 2023-51 for the Avenal Cutoff Roadway Improvements Phase I project.

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

D. Probation Department - Leonard A. Bakker II/Leticia Ibarra

1. Consider approving the Agreement with Champions Recovery Alternative Programs, Incorporated to provide residential and outpatient substance abuse disorder treatment retroactively effective from July 1, 2023 to June 30, 2024. **[AGMT 23-143]**

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

E. Sheriff's Office – David Robinson

1. a. Consider approving the Agreements with Lakeside Union Elementary School District, Armona Union Elementary School District, and Reef-Sunset Union School District for School Resource Deputy Services retroactively effective from July 1, 2023 to June 30, 2024;
- b. Authorize the Sheriff to sign Agreements with Lakeside Union Elementary School District, Armona Union Elementary School District, and Reef-Sunset Unified School District for School Resource Deputy Services retroactively effective from July 1, 2023 to June 30, 2024; **[AGMT 23-144, AGMT 23-145, AGMT 23-146]**
- c. Add 2.0 Full-Time Equivalent Deputy Sheriff I/II to Budget Unit 222000;
- d. Adopt the budget change. **(4/5 vote required)**

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

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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Supervisor Neves stated that he continues to monitor the Tulare Lake flooding and stated that the elevation is receding, he stated that he attended the Kings Waste & Recycling Authority meeting, he thanked Administration for putting together the ribbon cutting event for the Kings Building and stated that he is glad it is still standing, attended a meet and greet at Lemoore Naval Air Station, attended the South Fork Kings meeting, attended the San Joaquin Clean Energy zoom meeting, attended the West Hills College preseason Volleyball game, attended the CalViva Public Policy meeting but due to no quorum no business was conducted, attended the Madera County Fair, attended the Kings County Blood Drive where 36 pints were collected, attended the Lemoore High School football game which wrapped up the season home games, he stated that two structures were a total loss from fires in Stratford but no one was hurt and stated that he attended the Avenal Health walk.

Supervisor Fagundes stated that he attended the Kings Waste & Recycling Authority meeting and attended the Kings Building ribbon cutting event and was really impressed with the facility.

Supervisor Robinson stated that stated that he had a meeting with Kings Commission on Aging on homelessness in the County, attended the Kings County night at the Grizzlies game and is the assistant coach for soccer for his sons youth team.

Supervisor Valle stated that he is working on preparing for Operation Gobble.



Mary Roach, Kings County resident stated that she lives in Home Garden and that the area needs a lot of attention, homes recently burned down and clean up of trash.

Supervisor Valle stated that he represents Home Garden, and a lot of money and effort has gone into the area and that that he is aware of the homes that burned down and Mr. Reed on the Home Garden Community Services District Board is a contact for some of the issues brought up today. He asked Mrs. Roach to call him directly and stated that he would give her a business card after the meeting.

- ♦ **Correspondence: Kyria Martinez stated that the Board received the August 2023 Monthly Kings County Investment Pool Transaction Activity Report from the Director of Finance dated September 1, 2023.**
- ♦ **Upcoming Events: Kyria Martinez stated that the City of Hanford together with the Hanford Chamber of Commerce will host a free Concert in Civic Park on September 12 & 19, 2023 from 6:00 p.m.-9:00 p.m. with KJUG radio. Job Training Office will host its Kings County Job Fair on Thursday, September 14, 2023 from 9:00 a.m.-1:00 p.m. at the Hanford Civic Center. Kings County Commission on Aging will host their Senior Carnival Park Event on Friday, September 15, 2023 from 9:00 a.m. – 2:00 p.m. at Burriss Park. This is a free event. The Sarah Mooney Museum will host the Legends of Lemoore Cemetery Walk on September 30, 2023 at 9:00 a.m. or 10:30 a.m. Tickets are \$20. The Links for Life Pink Passion Picnic is on Tuesday, October 17, 2023. There will be a free Kings County Public Safety Event that will take place on Thursday, October 19, 2023 from 5:00 p.m.-7:00 p.m. at the Kettleman City Park. There will be BBQ and information on many services that Kings County Offers.**
- ♦ **Information on Future Agenda Items: Kyria Martinez stated that the following items would be on a future agenda: Agriculture Department - Study Session regarding the Release of the 2022 Agricultural Crop Report for Kings County; Behavioral Health Department - Advanced Step Hire for a Clinical Program Manager; County Counsel - Appointment of 3 directors to the Angiola Water District in Lieu of Election; District Attorney - Proposed Contract for Legal Services for John Bratsch and Sherriff's Office - firearm purchase.**

VII.

CLOSED SESSION

- ♦ **Conference with Labor Negotiator/Meet and Confer [Govt. Code Section 54957.6]
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore**
 - General Unit - CLOCEA
 - Supervisor's Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy's Association
 - Firefighter's Association
 - Deputy Sheriff's Association
 - Probation Officer's Association
 - Prosecutor's Association
 - Unrepresented Management
- ♦ **Significant exposure to litigation: (1 Case)
In Re: Report on Conditions at Kings County Juvenile Center
[Govt. Code Section 54956.9 (d)(2)(e)(2)]**



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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 19, 2023

SUBMITTED BY: Behavioral Health Department –Lisa Lewis/Christi Lupkes
SUBJECT: ADVANCED STEP HIRE FOR A CLINICAL PROGRAM MANAGER

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is requesting to hire Grant Zweifel as a Clinical Program Manager for the Quality Assurance Unit within the KCBH Administrative Division at Salary Range 248, Step 5. Board approval is required to hire at this level as stated in Personnel Rules #13051.

Recommendation:

Authorize the advanced step hire of Grant Zweifel as a Clinical Program Manager at Salary Range 248.0, Step 5.

Fiscal Impact:

This position allocation was included in the department’s Fiscal Year 2023/2024 Final Budget in Budget Unit 422200 (Mental Health).

BACKGROUND:

Mr. Zweifel is an experienced licensed marriage and family therapist who has worked in the mental health field for 29 years in California’s central valley. Within the 29 years of experience, Mr. Zweifel worked as a mental health clinician providing clinical services for 18 years, an electronic health record System Administrator for Tulare County’s Mental Health Department for 9 years, and as a licensed mental health clinician within the Tulare County Mental Health Department’s Quality Assurance Unit over the last year.

Mr. Zweifel’s professional experience both providing specialty mental health services (SMHS) to individuals experiencing severe mental illness (SMI) and serious emotional disturbance (SED), and experience in supporting SMHS through state-required quality assurance activities, in addition to experience as a System Administrator, brings a unique and highly specialized ability to KCBH.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ADVANCED STEP HIRE FOR A CLINICAL PROGRAM MANAGER

September 19, 2023

Page 2 of 2

This position oversees the Quality Assurance Unit within the KCBH Administrative Division which serves as the primary point of contact for the state Department of Health Care Services (DHCS) as it relates to contractually required performance measures and quality assurance activities, system and chart reviews and audits, and provider and client system supports. One of the most unique skills Mr. Zweifel brings is his experience in performing nearly each of the roles within the Quality Assurance Unit, and as such has the capacity to provide optimal support and growth to each team member and area within this Unit that was newly formed in Kings County just over 5 years ago in 2017/2018.

Lastly, the Clinical Program Manager classification is a hard-to-fill position, as it requires the incumbent be a licensed clinician and have administrative experience in mental health services. Kings County is designated by the Office of Statewide Health Planning and Development (OSHPD) as a Mental Health Provider Shortage Area. KCBH has consistently found challenges in recruiting licensed professionals.

Human Resources and Administration have reviewed this request and support the appointment at the fifth 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 September 19, 2023

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: APPOINTMENT OF THREE DIRECTORS TO THE ANGIOLA WATER DISTRICT IN LIEU OF ELECTION

SUMMARY:

Overview:

The Angiola Water District requests the Kings County Board of Supervisors appoint Michael Nordstrom, Cory VanderHam, and Craig Andrew in lieu of election to four-year terms as District directors pursuant to Elections Code 10515 to qualify, take office, and serve as if elected at a general District election.

Recommendation:

Appoint Michael Nordstrom, Cory VanderHam, and Craig Andrew to four-year terms as Directors of the Angiola Water District to qualify, take office, and serve as if elected at a general District election.

Fiscal Impact:

None.

BACKGROUND:

Pursuant to Elections Code section 10515, when the number of individuals who have filed a Declarations of Candidacy for a district office does not exceed the number of offices to be filled, the Board of Supervisors shall appoint the candidate in lieu of holding the election. The Angiola Water District (“District”) scheduled a general District election for November 7, 2023 to fill three (3) director positions. Michael Nordstrom, Cory VanderHam, and Craig Andrew were the only individuals that filed Declarations of Candidacy. The District’s Secretary, as the person responsible for conducting the election, has certified that the number of persons who have filed declarations of candidacy for director does not exceed the number of offices of director to be filled and that all conditions necessary for the requested appointment are satisfied (See Exhibit A).

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

ANGIOLA WATER DISTRICT

CERTIFICATE OF FACT

[Elections Code section 10515(a)]

I, Staci Wilkins, declare as follows:

I am the Secretary of the Board of Directors for the Angiola Water District and make this declaration pursuant to Elections Code section 10515(a).

By 5:00 p.m. on August 11, 2023, the 88th day before the general district election scheduled to be held on November 7, 2023, only one person filed a declaration of candidacy for each of the elective offices to be filled at that election, and a signed petition requesting that the general District election be held has not been presented to any District representative or officer.

The District requests that the Board of Supervisors, at a regular or special meeting held prior to prior to November 27, 2023, appoint the following named candidates to the office of director for the term ending December, 2027:

Michael Nordstrom
Cory VanderHam
Craig Andrew

The candidates have filed a Declaration of Candidacy and all other required forms and materials on or before the date required by law. The candidates have taken and subscribed the Oath of Allegiance. The candidates are each a holder of title to land in the District or the legal representative of a holder of title to land in the District.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: August 30, 2023



Staci Wilkins, Secretary



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 19, 2023

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: SERVICE HANDGUN PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office is seeking authorization to allow the Deputy Sheriffs' Association to purchase a service handgun for Kody Holt and authorize the Kings County Sheriff's Office to purchase a handgun as replacement.

Recommendation:

- a. Authorize the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase the service handgun for Deputy Sheriff Kody Holt;
- b. Approve the purchase of a Glock handgun as replacement;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The Deputy Sheriffs' Association will pay replacement value of the handgun, estimated to be a total of \$481. The Kings County Sheriff's Office will purchase a replacement weapon at a cost, not to exceed \$481, to be paid out of Budget Unit 222000.

BACKGROUND:

The Deputy Sheriffs' Association is requesting to purchase a Glock handgun from the Kings County Sheriff's Office. In turn, the Deputy Sheriffs' Association will present the service handgun to Kody Holt upon his separation from the Kings County Sheriff's Office. The Kings County Sheriff's Office is asking to purchase a new handgun to replace Kody's service handgun.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff-Operations	Firearms	100000	222000	94009	\$481
TOTAL						\$481


Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff-Operations	Other Revenue	100000	222000	88025	\$481
TOTAL						\$481

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TO BE TRANSFERRED OUT
TOTAL						\$0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
TOTAL						\$0

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 September 19, 2023

SUBMITTED BY: District Attorney – Sarah Hacker

SUBJECT: PROPOSED CONTRACT FOR LEGAL SERVICES FOR JOHN BRATSCHE

SUMMARY:

Overview:

This District Attorney seeks the Board’s approval of a contract for legal services to assist the District Attorney’s Office with prosecuting cases and maintaining public safety.

Recommendation:

Approve the agreement with John Bratsch for legal services effective upon execution through June 30, 2024.

Fiscal Impact:

The total fiscal impact will not exceed \$104,000 for the remainder of the fiscal year. Because this contract was not included in the DA’s Final Budget, salary savings from frozen positions will be utilized to compensate for the contract.

BACKGROUND:

Recently, the Kings County District Attorney’s Office has experienced a high attrition rate among its deputy district attorneys. Since February of this year, seven attorneys have left the office for higher paying positions in other counties and two more are expected to leave. The Kings County District Attorney’s Office is in the process of hiring additional deputy district attorneys but has not been able to fill all of the remaining open positions. The Board recently authorized additional measures allowing the District Attorney to hire new attorneys and recruitment is ongoing. Until such time as it takes to recruit, train, and staff the office, the District Attorney seeks to use independent contractors to ensure that cases are timely and effectively prosecuted.

The District Attorney seeks the legal services of John Bratsch, an independent contractor who worked at the Tulare County District Attorney’s Office from 1997-2004. During Mr. Bratsch’s tenure at the Tulare County

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PROPOSED CONTRACT FOR LEGAL SERVICES FOR JOHN BRATSCH

September 19, 2023

Page 2 of 2

District Attorney's Office, he worked as a deputy district attorney on misdemeanor, felonies, serious and violent crimes. In 2004, Mr. Bratsch left the Tulare County District Attorney's Office to serve as Dean at College of the Sequoias. Mr. Bratsch will primarily assist the District Attorney's Office with filing so that the fully employed deputy district attorneys can focus their attention on appearing in court.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2023 ("Effective Date"), by and between the County of Kings, a political subdivision of the State of California ("County") and **John Bratsch**, ("Contractor") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the County requires legal consulting services to assist the Kings County District Attorney's Office to assist with the prosecution of cases; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall utilize his ability, experience, and talent to faithfully, industriously and professionally perform the work set forth the Scope of Work attached as **Exhibit A** to the County's reasonable satisfaction. The County's acceptance of Contractor's work does not constitute a release of Contractor from his professional responsibility.

Contractor affirms that he possesses current valid appropriate licensure, including, but not limited to, driver's license and professional license, as required to perform the work under this Agreement.

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

4. One Year TERM

This Agreement commences on the Effective Date and terminates one year thereafter, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for a term of six months after the end of the Term upon written agreement of the Parties and approval of the County's Board of Supervisors ("Board.")

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all billing records in accordance with generally accepted accounting procedures; b) clearly identify and the billing records; c) keep said billing records readily accessible; and d) maintain the billing records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

The Contractor will not retain any criminal files or records outside of the Kings County District Attorney's Office's file management system, Prosecutor by Karpel.

6. AMENDMENTS

This Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its or his intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County or the Contractor may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement. If the Contractor's Insurance Policy is terminated, cancelled, or becomes ineffective without the Contractor acquiring new insurance coverage in accordance with this Agreement, such discontinuation shall be considered a material breach of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor 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 the Insurance Policies or proof of the same 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.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies 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.

D. 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.

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

Workers Compensation as required by law. Contractor represents that at the time of entering this Agreement, Contractor is exempt from providing workers compensation insurance because Contractor is a sole proprietor and does not have any employees. Contractor shall provide Client prompt notice if these circumstances change and shall comply with Client's reasonable workers compensation requirements for independent contractors.

F. Rating of Insurers. Contractor shall obtain insurance 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 upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor 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 Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by the Contractor's insurance policy limits, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

B. This indemnification specifically includes any claims that may be against the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

C. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, and Government Code sections 6250 *et seq.*

Contractor shall abstain from defending or assisting in the defense of, or act as counsel for, any person accused of any crime in any county as required by Government Code section 26540.

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering

services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. ASSIGNMENT

Contractor shall not assign this Agreement.

16. UNFORESEEN CIRCUMSTANCES

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.

17. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

18. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

County

Sarah M. Hacker, District Attorney
District Attorney's Office
1400 West Lacey Blvd., Building 4
Hanford, CA 93230

Contractor

John Bratsch
1837 N. Noyes Street
Visalia CA 93291

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

19. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

20. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

21. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

22. NO THIRD-PARTY BENEFICIARIES

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

23. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

24. ELECTRONIC SIGNATURES; COUNTERPARTS

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

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF KINGS

By: _____
Richard Valle, Chair
Kings County Board of Supervisors

By: John Bratsch
John Bratsch

ATTEST

By: _____
Catherine Venturella, Clerk of the
Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: _____

Risk Management

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Diane Freeman

Exhibits/Attachments: **Exhibits A and B**

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

COUNTY OF KINGS

By: _____
Richard Valle, Chair
Kings County Board of Supervisors

By: John Bratsch
John Bratsch

ATTEST

By: _____
Catherine Venturella, Clerk of the
Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: Spent 08/31/2023

Risk Management

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: _____

Exhibits/Attachments: **Exhibits A and B**

Exhibit A: Scope of Work

Review cases submitted to the Kings County District Attorney's Office from local law enforcement agencies, the California Department of Corrections and Rehabilitation, the California Highway Patrol, and Kings County Humans Services Agency.

Upon a determination of probable cause, prepare complaints and informations for filing with the Kings County Superior Court.

Provide guidance and advise Kings County Deputy District Attorneys with their assigned cases upon their request for assistance.

Conduct research, analyze and interpret existing laws, court decisions, pending legislations, and other legal authorities.

Conduct any other legal services as requested by the Kings County District Attorney's Office.

Exhibit B: Compensation/Fees

The County agrees to pay Contractor at a rate of \$100.00 per hour for hourly work performed. The Contracts shall bill in 6-minute increments (or .1 hour) of time. Contractor represents that it will perform no less than ten (10) hours and no more than twenty (20) hours per week of Services ("Service Hours."). The calculation for Required Service Hours uses the average number of Service Hours performed each week per month. However, under no circumstances should the Contractor exceed twenty (20) hours of service within a seven-day time frame. Service Hours shall be primarily performed remotely. If the County needs in person performance, the County shall notify Contractor seven days in advance of any needed in-person performance. Contractor may agree to appear in-person for the performance of any legal services with less than seven days notice at her discretion.

When the County observes a holiday during the week, the number of required Service hours will be reduced by eight (8) hours for each observed holiday for that week.

The County shall provide the Contractor with a County-owned computer for Contractor's use in performing legal services for the County. The computer shall be programmed with Prosecutor by Karpel and the Contractor shall receive a user name and password to access the Kings County District Attorney's digital files.

The County shall reimburse the Contractor for expenses incurred in providing Services provided the District Attorney approves any expenses in writing before the Contractor incurs the cost.

Exhibit A: Scope of Work

Review cases submitted to the Kings County District Attorney's Office from local law enforcement agencies, the California Department of Corrections and Rehabilitation, the California Highway Patrol, and Kings County Humans Services Agency.

Upon a determination of probable cause, prepare complaints and informations for filing with the Kings County Superior Court.

Provide guidance and advise Kings County Deputy District Attorneys with their assigned cases upon their request for assistance.

Conduct research, analyze and interpret existing laws, court decisions, pending legislations, and other legal authorities.

Conduct any other legal services as requested by the Kings County District Attorney's Office.

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The County agrees to pay Contractor at a rate of \$100.00 per hour for hourly work performed. The Contracts shall bill in 6-minute increments (or .1 hour) of time. Contractor represents that it will perform no less than ten (10) hours and no more than twenty (20) hours per week of Services ("Service Hours."). The calculation for Required Service Hours uses the average number of Service Hours performed each week per month. However, under no circumstances should the Contractor exceed twenty (20) hours of service within a seven-day time frame. Service Hours shall be primarily performed remotely. If the County needs in person performance, the County shall notify Contractor seven days in advance of any needed in-person performance. Contractor may agree to appear in-person for the performance of any legal services with less than seven days notice at her discretion.

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The County shall provide the Contractor with a County-owned computer for Contractor's use in performing legal services for the County. The computer shall be programmed with Prosecutor by Karpel and the Contractor shall receive a user name and password to access the Kings County District Attorney's digital files.

The County shall reimburse the Contractor for expenses incurred in providing Services provided the District Attorney approves any expenses in writing before the Contractor incurs the cost.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 19, 2023

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: AGREEMENT WITH THE DEPARTMENT OF WATER RESOURCES AND EMPIRE WESTSIDE IRRIGATION DISTRICT FOR THE TRANSFER OF TABLE A WATER AND ANCILLARY AGREEMENT WITH SANDRIDGE PARTNERS

SUMMARY:

Overview:

Empire Westside Irrigation District (Empire) has requested that the Department of Water Resources (DWR) approve a non-permanent transfer of up to 2,000 acre-feet (AF) of Empire’s approved 2023 Table A State Water Project (SWP) water to Kings County. This request was made on behalf of Sandridge Partners (Sandridge), who farms in both Empire and Kings County service areas, in order to better manage their water supply. Sandridge has property located in Green Valley Water District (Green Valley), which is inside Kings’ SWP service area. DWR will only allow SWP water to be transferred between SWP contractors. Empire and Kings County are both SWP contractors, however Green Valley is not. As such, the County is a required party in facilitating such request.

Recommendation:

- a. Authorize the County Administrative Officer to sign the agreement between the Department of Water Resources of the State of California, Empire Westside Irrigation District, and the County for the transfer of 2,000 acre-feet of Table A water from Empire West Side Irrigation District to Kings County;
- b. Authorize the County Administrative Officer to sign the agreement between Sandridge Partners and the County holding the County harmless for being a party to the transfer agreement between the Department of Water Resources of the State of California, Empire Westside Irrigation District, and the County for the transfer of 2,000 acre-feet of Table A water from Empire Westside Irrigation District to Kings County.

Fiscal Impact:

There is no fiscal impact with this action.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH THE DEPARTMENT OF WATER RESOURCES AND EMPIRE WESTSIDE IRRIGATION DISTRICT FOR THE TRANSFER OF TABLE A WATER AND ANCILLARY AGREEMENT WITH SANDRIDGE PARTNERS

September 19, 2023

Page 2 of 2

BACKGROUND:

Empire Westside Irrigation District (Empire) has requested that the Department of Water Resources (DWR) approve a non-permanent transfer of up to 2,000 acre-feet (AF) of Empire's approved 2023 Table A State Water Project (SWP) water to Kings County. This request was made on behalf of Sandridge Partners (Sandridge), who farms in both Empire and Kings County service areas, in order to better manage their water supply. Sandridge has property located in Green Valley Water District (Green Valley), which is inside Kings' SWP service area. DWR will only allow SWP water to be transferred between SWP contractors. Empire and Kings County are both SWP contractors, however Green Valley is not. As such, the County is a required party in facilitating such request.

The 2,000 AF of Table A water allocated to Empire previously scheduled to be delivered to Empire will now be delivered to the Kings County service area via Green Valley's turnouts at Reach 31A of the California Aqueduct. The 2,000 AF Table A water will still be considered part of Empire's Table A allocation for 2023 even though it will be delivered to Kings County's service area.

As an intermediary party to this transfer of water, the County is also seeking additional approval of an ancillary agreement between the County and Sandridge holding the County harmless for its part in facilitating the transfer, as Sandridge is the requesting party and direct beneficiary who initiated the need for the agreement between DWR, Empire, and the County. The result of both agreements would indemnify the County on all fronts for its participation in the transfer of 2,000 AF of Table A water from Empire to the County.

Both agreements have been reviewed and approved by County Counsel as to form.

State of California
The Resources Agency
DEPARTMENT OF WATER RESOURCES

AGREEMENT AMONG
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,
EMPIRE WESTSIDE IRRIGATION DISTRICT
AND
COUNTY OF KINGS
FOR
A COMMON LANDOWNER NON-PERMANENT TRANSFER
OF A PORTION OF
EMPIRE WESTSIDE IRRIGATION DISTRICT'S
STATE WATER PROJECT TABLE A WATER

SWP #23035

THIS AGREEMENT is made under the provisions of the California Water Resources Development Bond Act, and other applicable laws of the State of California among the Department of Water Resources of the State of California, herein referred to as "DWR," Empire Westside Irrigation District, herein referred to as "Empire," and, County of Kings, herein referred to as "Kings." DWR, Empire, and Kings may be referred to individually as "Party" or collectively as "Parties."

RECITALS

- A. DWR and Empire have entered into a water supply contract, dated December 30, 1963, as subsequently amended, providing that DWR shall supply certain quantities of water to Empire, providing that Empire shall make certain payments to DWR, and setting forth the terms and conditions of such supply and payment (hereinafter "Empire's' Water Supply Contract").
- B. DWR and Kings have entered into a water supply contract, dated August 1, 1967, as subsequently amended, providing that DWR shall supply certain quantities of water to Kings, providing that Kings shall make certain payments to DWR, and setting forth the terms and conditions of such supply and payment (hereinafter "Kings' Water Supply Contract").
- C. DWR, Kings, and Green Valley Water District (Green Valley) have entered into an "Agreement Among the Department of Water Resources of the State of California, County of Kings, and Green Valley Water District for the Operation and Maintenance of the Green Valley Turnout, a Permanent Turnout Within the California Aqueduct Right of Way", SWPAO #12600, dated June 28, 2012, which provides the terms and conditions for the operation and maintenance of the Green Valley Turnout located at Milepost 3.79 of Reach 31A of the California Aqueduct's Coastal Branch.
- D. Empire, Green Valley, and Sandridge Partners have entered into a "Water Conveyance Agreement," dated August 12, 2023, which provides for the delivery of a portion of Empire's State Water Project (SWP) water supplies to the Green Valley Turnout, for use by Sandridge within Kings' boundaries through December 31, 2035.
- E. Empire has requested DWR's approval for a non-permanent transfer of up to 2,000 acre-feet of Empire's approved 2023 SWP Table A water (Empire's 2023 Table A Water) to Kings. The request was made on behalf of landowner Sandridge Partners, which farms in both the Empire and Kings service areas. Empire's 2023 Table A Water will be delivered to Green Valley in Reach 31A of California Aqueduct's Coastal Branch for subsequent delivery into Kings service area which is within the SWP place of use.
- F. Empire and Kings confirm that the non-permanent Table A transfer satisfies the criteria in Article 57(d) and Article 57(g) of TLBWSD's and Kings' respective Water Supply Contract and have provided supporting documentation to DWR demonstrating compliance, which DWR has reviewed in approving the transfer request.
- G. In compliance with the California Environmental Quality Act (CEQA), Empire, as the lead agency, has determined that the transfer of water pursuant to this Agreement is categorically exempt from CEQA and will file a Notice of Exemption (NOE) with the State Clearinghouse (SCH). DWR, as a responsible agency, will

file a NOE based on CEQA Guidelines Section 15301 (Existing Facilities) with SCH upon execution of this Agreement.

AGREEMENT

DWR approves a change in point of delivery to facilitate a same landowner transfer of up to 2,000 acre-feet of Empire's 2023 Table A Water to Kings, subject to the following terms and conditions:

TERM

1. This Agreement shall become effective upon execution by all Parties, and shall terminate on December 31, 2023, or upon final payments to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to DWR, Empire, or Kings within the applicable statute of limitations is finally resolved, whichever occurs later.

UNIQUENESS OF AGREEMENT

2. DWR's approval to transfer a portion of Empire's 2023 Table A Water to Kings under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

APPROVALS

3. The delivery of water under this Agreement shall be contingent upon, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. Empire and Kings shall be responsible for complying with all applicable legal requirements and for securing any required consent, approvals, permits, or orders. Empire and Kings shall furnish to DWR copies of all approvals and agreements required for the delivery of water under this Agreement.

NO EXCEEDANCE OF EMPIRE'S TABLE A ALLOCATION

4. In any given year, the amount of Empire's Table A Water transferred under this Agreement and any other transfer or exchange agreement, plus the amount of Empire's Table A Water delivered to Empire or stored outside of Empire's service area under Article 56 of Empire's Water Supply Contract, shall not exceed the Table A amount allocated to Empire for that year.

DELIVERY OF EMPIRE'S TABLE A WATER TO KINGS

5. DWR will deliver up to 2,000 acre-feet of Empire's 2023 Table A Water to Kings through Green Valley's turnout(s) at Reach 31A of the California Aqueduct's Coastal Branch through December 31, 2023.
6. Water delivered to Kings under this Agreement shall be used in Kings' service area, which is within the SWP place of use.

7. The delivery of water to Kings under this Agreement shall be in accordance with schedules reviewed and approved by DWR. DWR's approval for this delivery is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
8. The sum of deliveries scheduled to Kings under this Agreement, plus scheduled Kings SWP water deliveries, plus deliveries to Kings under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under Kings' Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

9. All water delivery schedules and revisions shall be in accordance with Article 12 of Empire's and Kings' respective Water Supply Contract with DWR.
10. In coordination with Kings, Empire shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #23035. Monthly schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
11. In coordination with Kings, Empire shall submit weekly water schedules, indicating timing and point of delivery requested with reference to SWP #23035, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sunday to the to the following:
 - a. Office of the Division Manager
Water Operation Scheduling Section
Water_deliv_sched@water.ca.gov
 - b. Office of the Division Manager
Power Management and Optimization Section
POCOptimization@water.ca.gov
 - c. Office of the Division Manager
Day-Ahead Scheduling Unit
Presched@water.ca.gov
 - d. Office of the Division Manager
Operations Reporting Unit
OCO_car_reprt@water.ca.gov
Phone: (916) 574-2677

- e. San Joaquin Field Division
Water Operation Section
SJFD@water.ca.gov

WATER DELIVERY RECORDS

- 12. DWR will maintain monthly records accounting for the delivery of Empire's 2023 Table A Water to Kings under this Agreement.

CHARGES

- 13. Empire shall pay to DWR the charges associated with the delivery of water under this Agreement from the Delta to the point of delivery at Reach 31A of the California Aqueduct's Coastal Branch. Empire shall pay the Variable Operation, Maintenance, Power, and Replacement Component of the Transportation Charge and the Off-Aqueduct Power Facilities costs for each acre-foot of water delivered to Reach 31A.
- 14. DWR recognizes that Empire is not participating in the repayment of Reach 31A, while arranging for deliveries to R31A. However, since Kings is participating in the repayment of Reach 31A and because at least one of the contractors involved in this Agreement is participating in repayment of costs of all aqueduct reaches involved, DWR will not charge an extra use of facilities charge for the transportation of water under this Agreement. Empire will hold harmless and indemnify DWR for any increased costs that DWR may incur as a result of not requiring payment of an extra use of facilities charge for services under this Agreement.
- 15. In addition to the charges identified above, Empire agrees to pay to DWR any additional identified demonstrable increase in costs that would otherwise be borne by DWR or by the SWP contractors not signatory to this Agreement as a result of DWR providing service under this Agreement.
- 16. Payment terms under this Agreement shall be in accordance with Empire's Water Supply Contract.
- 17. All payments under this Agreement not covered under Empire's Water Supply Contract with DWR shall be due 30 days after the date of DWR's billing. DWR shall charge interest if payments are delinquent by more than 30 days. Empire shall pay to DWR accrued interest on all overdue payments at the rate of one percent (1%) per month from the due date to the date of payment.

NO IMPACT

- 18. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. Empire and Kings shall be responsible, jointly and severally, as determined by

DWR, for any adverse impacts that may result from water deliveries under this Agreement.

LIABILITY

19. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of Kings' Water Supply Contract, with responsibilities under the terms of that article shifting from DWR to Kings when the water is delivered to the designated turnout(s).
20. Empire and Kings agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
21. If uncontrollable forces preclude DWR from delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to transfer or deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. Empire and Kings shall not be entitled to recover any administrative costs or other costs associated with the delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

DISPUTE RESOLUTION

22. In the event of dispute regarding interpretation or implementation of this Agreement, the Director of DWR or his/her authorized representative and authorized representatives of Empire and Kings, shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

ASSIGNMENT OF AGREEMENT

23. Without the prior written consent of DWR, Empire and Kings, this Agreement is not assignable by Empire or Kings in whole or in part.

PARAGRAPH HEADINGS

- 24. The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

OPINIONS AND DETERMINATION

- 25. Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any Party, such terms are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

MODIFICATION OF AGREEMENT

- 26. No modification of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties to this Agreement.

NO MODIFICATION OF WATER SUPPLY CONTRACT

- 27. This Agreement shall not be interpreted to modify the terms or conditions of Empire's and Kings' respective Water Supply Contract. Unless expressly provided herein, the terms and conditions of Empire's and Kings' respective Water Supply Contract and any future amendments apply to this Agreement.

SIGNATURE CLAUSE

- 28. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing Empire and Kings to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

EXECUTION

- 29. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
- 30. All Parties will receive an executed copy of this Agreement vis DocuSign after all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form
and Sufficiency

STATE OF CALIFORNIA DEPARTMENT
OF WATER RESOURCES

Thomas Gibson
General Counsel
Department of Water Resources

John Leahigh
Assistant Division Manager,
Water Management
Division of Operations and Maintenance

Date

Date

EMPIRE WESTSIDE IRRIGATION
DISTRICT

COUNTY OF KINGS

Scott Sills

Name

General Manager

Title

9/1/2023

Date

Name

Interim County Administrative Officer

Title

Date

Certificate Of Completion

Envelope Id: 88D0D3082CF14EC7A429288CA4DEB0F9

Status: Sent

Subject: Please DocuSign: SWP #23035

FormID:

Optional 1:

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

SWP Contracts

AutoNav: Enabled

715 P Street

Envelopeld Stamping: Enabled

Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

SWPContracts@water.ca.gov

IP Address: 67.58.225.113

Record Tracking

Status: Original

Holder: SWP Contracts

Location: DocuSign

September 1, 2023 | 11:45

SWPContracts@water.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Water Resources

Location: DocuSign

Signer Events**Signature****Timestamp**

Kyria Martinez

Sent: September 1, 2023 | 12:04

kyria.martinez@co.kings.ca.us

Viewed: September 7, 2023 | 15:47

Interim County Administrative Officer

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: September 7, 2023 | 15:47

ID: 4fe3007f-05c4-4032-b444-e832d521574f

Scott Sills

scott@lagunaid.com

General Manager

Security Level: Email, Account Authentication
(None)*Scott Sills*

Sent: September 1, 2023 | 12:04

Viewed: September 1, 2023 | 15:27

Signed: September 1, 2023 | 15:28

Signature Adoption: Pre-selected Style

Using IP Address: 195.155.56.250

Electronic Record and Signature Disclosure:

Accepted: September 1, 2023 | 15:27

ID: 881521c4-1f99-4d73-b0b8-87fe2d7a1031

Katerina Deaver

katerina.deaver@water.ca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Laura Boosalis

laura.boosalis@water.ca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Thomas Gibson

Thomas.Gibson@water.ca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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John Leahigh
john.leahigh@water.ca.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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SWP Contracts & Agreements Section
swpcontracts@water.ca.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	September 1, 2023 12:04
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Water Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davis@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

Kings County Agreement No. _____

**ANCILLARY AGREEMENT BETWEEN
KINGS COUNTY AND
SANDRIDGE PARTNERS**

**(INDEMNITY TO KINGS COUNTY FOR ITS AGREEMENT TO ENTER INTO
DEPARTMENT OF WATER RESOURCES SWPAO AGREEMENT #23035 FOR THE
BENEFIT OF SANDRIDGE PARTNERS)**

This agreement is entered into between Kings County (“Kings”), in its capacity as a State Water Contractor, and Sandridge Partners (“Sandridge”), as an ancillary agreement to SWPAO agreement #23035 (“23035”).

RECITALS

1. 23035 is an agreement between Kings, Empire Westside Irrigation District (“Empire”), and the California Department of Water Resources (“DWR”), for the transfer of up to 2,000 acre-feet of Table A water from Empire to Kings between execution of the agreement and December 31, 2023.
2. According to Recital E of 23035, this is a non-permanent transfer agreement, made by Green Valley Water District on behalf of Sandridge, who farms in both Empire and Kings service areas; Sandridge intends to use the transferred water to better manage its water supplies; and Empire’s water will be delivered to Kings through Green Valley Water District’s conveyance structures for use on lands within the Kings County portion of Green Valley’s service area within the State Water Project place of use.
3. Agreement 23035 requires that Kings and Empire agree to defend and hold DWR harmless and shall indemnify DWR for any claims against it resulting from its approval or implementation of the transfer.

AGREEMENT

In consideration of Kings entering into 23035 for the benefit of Sandridge, Sandridge does hereby agree that it will defend and hold Kings, its officers, employees, and agents free and harmless of all claims, costs, expenses, damages or liabilities, and from all suits, actions and/or judgments, and cost of defending same, arising out of the transfer of water under 23035; and will indemnify Kings, its officers, employees and agents from all lawsuits, costs, damages, judgements, attorneys’ fees, and liabilities Kings, its officers, employees, and agents may incur as a result of approving 23035.

Kings County Agreement No. _____

By signing below, I do hereby certify that I am authorized to enter into this agreement on behalf of my respective party to this agreement.

Kings County

Name _____

Title County Administrative Officer

Date 9-19-23

Sandridge Partners

Name _____

Title Manager

Date 9-14-23



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 19, 2023

SUBMITTED BY: Agricultural Department – Jimmy Hook/Mario Gutierrez

SUBJECT: STUDY SESSION – RELEASE OF THE 2022 AGRICULTURAL CROP REPORT FOR KINGS COUNTY

SUMMARY:

Overview:

This is a presentation to the Board regarding the 2022 Annual Crop Report on the status of agriculture in Kings County prior to releasing it to the public.

Recommendation:

Receive a presentation on the 2022 Annual Crop Report outlining the status of agriculture in Kings County.

Fiscal Impact:

None.

BACKGROUND:

By order of legislation, pursuant to Sections 2272 and 2279 of the California Food and Agricultural code, all County Agricultural Commissioners are charged with the duty of compiling reports of the condition, acreage, production, and value of the agricultural products in each county. Every year, the department presents such a report to the Board before releasing it to the public.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.