

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
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, April 23, 2024
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.countyofkingsca.gov>

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m60eaa5fd3a34552302cb18a17740eaa1>

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 <https://youtube.com/live/TTwBX07SJSA?feature=share>

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

Members of the public may submit written comments on any matter within the Board’s subject matter jurisdiction, regardless of whether it is on the agenda for the Board’s consideration or action, and those comments may become part of the administrative record of the meeting. Comments will not be read into the record, only the names of those who have submitted comments will be read. Written comments should be directed to bosquestions@co.kings.ca.us email by 8:00 a.m. on the morning of the noticed meeting to be included in the record, those comments received after 8:00 a.m. may become part of the record of the next meeting. E-mail is not monitored during the meeting. To submit written by U.S. Mail to: Kings County Board of Supervisors, Attn: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Tim Brown – First Presbyterian 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 item 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 April 16, 2024.
- B.** Approval of the minutes from the regular meeting for April 16, 2024.

IV. CONSENT CALENDAR

A. Public Health Department:

- 1. a. Consider approving the budget adjustment for the Department of Public Health for additional grant funding from the California Department of Resources Recycling and Recovery Senate Bill 1383 Local Assistance Grant;
- b. Adopt the budget change. **(4/5 vote required)**
- 2. Consider approving an Agreement with the University of Southern California-Leonard Davis School of Gerontology to allow dietetic interns to obtain practical learning experience at the Kings County Department of Public Health effective upon execution with automatic annual renewals until cancelled.

B. Administration:

- 1. Consider ratifying a Resolution proclaiming the existence of a local emergency due to the recent localized migration of the beet leaf hopper, a vector for the curly top virus.

V. REGULAR CALENDAR

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

- 1. Consider approving the subcontract Agreement with Advocates for Human Potential, Incorporated for the Behavioral Health Bridge Housing Program retroactively effective from January 11, 2024 through June 30, 2027.
- 2. a. Consider approving the amendment to the Agreement with the California Department of Health Care Services for the Mental Health Plan contract retroactively effective from July 1, 2022 through June 30, 2027;
- b. Adopt a Resolution authorizing the Director of Behavioral Health to sign the Agreement with the California Department of Health Care Services for the Mental Health Plan contract and any addendums retroactively effective from July 1, 2022 through June 30, 2027.

B. District Attorney's Office – Sarah Hacker/Shanna Meier

- 1. Consider adopting a Resolution proclaiming April 21-27, 2024 as Crime Victim's Rights Week.

C. Department of Finance – Erik Ureña/Tammy Phelps

- 1. a. Consider approving a property tax advance loan Agreement with the South Fork Kings Groundwater Sustainability Agency to assist in meeting current operating expenses and cash flow needs pending receipt of direct assessment payments;
- b. Adopt a Resolution approving the temporary transfer of fund to the South Fork Kings Groundwater Sustainability Agency to assist in meeting current operating expenses and cash flow needs pending receipt of direct assessment payments, and directing the County Treasure to make such transfer.



VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. CLOSED SESSION

- ◆ **Conference with Labor Negotiator: [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

VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, April 30, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY MEETING

X. 11:00 AM IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY MEETING

FUTURE MEETINGS AND EVENTS

| | | |
|----------|---------|--|
| April 30 | 9:00 AM | Regular Meeting |
| May 7 | - | Regular Meeting Canceled due to Kings County Employee Appreciation Event |
| May 14 | 9:00 AM | Regular Meeting |
| May 14 | 2:00 PM | Board of Equalization Regular Meeting |
| May 21 | 9:00 AM | Regular Meeting |
| May 28 | | Regular Meeting Canceled Due to Memorial Day Holiday on May 27, 2024 |

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board of Supervisors office at (559) 852-2362 by 9:00 a.m. on the Monday prior to this meeting.

Agenda backup information and any public records provided to the Board after the posting of the agenda for this meeting will be available for public review within 24 hours of receipt of said documents, at the Kings County Board of Supervisors office, located at 1400 W. Lacey Blvd., Hanford, CA 93230 or at

<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
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 Action Summary**

Date: Tuesday, April 16, 2024
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.countyofkingsca.gov>

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Tyler Jones – Koinonia Church
PLEDGE OF ALLEGIANCE
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, RUSTY ROBINSON, RICHARD FAGUNDES
MEMBERS ABSENT: DOUG VERBOON



Supervisor Robinson read a letter from Supervisor Verboon to the State Water Resources Control Board into the record.

II.

UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other item of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

Lupe Villa, Kings County Registrar of Voters gave an update on the General Election for District 20 Congressional District and upcoming Presidential Election in November.

Marie Waite, Kings County Child Support Services Director wanted to recognize Kimberlee Eggert, Assistant Child Support Services Director for 23 years of service to Kings County and introduced Marie (Mary) Conley as the new Assistant Child Support Services Director to the Board.

Carolyn Leist, Kings County Human Resources Director provided an update on the Fire Department promotions and introduced the six new firefighters for the department.

Kyria Martinez, Kings County Administrative Officer introduced Vicki Cervantes as the new Kings County Library Director to the Board.

Tammy Blevins, Kings County resident stated that she has worked for the Kings County Fire Department and asked the Board to support of the Kings County Firefighters with a contract and adequate compensation for the dedicated people who work for the department.

Paris Skruggs, Kings County resident stated his concerns for how the Kings County Firefighters have been treated and stated that Corcoran firefighters are revered at their presence at events, and he is here to stand with the Kings County Firefighters for more staffing and adequate wages.

Haley Moreno, Kings County resident stated that her husband is an Engineer for Kings County Fire Department and the employees have been working without a contract for so long and the department is behind on equipment purchases and wage increases and asked the Board to find a way to move forward.

Alan Moreno, Kings County resident and Kings County Fire Department Engineer read a letter into the record from Alyssa Haley requesting wage increases and fairness for Kings County Firefighters.

Shawn Jansen, Kings County resident and Kings County Fire Department read a letter from his wife asking for appropriate compensation for employees of the Kings County Fire Department.

Doug Soper, retired Tulare County Firefighter, and former Kings County Firefighter stated that he left due better pay in Tulare County where his retirement is double what it would have been if he retired from Kings County and stated that the Kings County Firefighters deserve more money.

Mike Rodarmel, retired Kings County Firefighter asked for higher wages for Kings County Firefighters.

Logan Odneal, staff for Senator Padilla wished Supervisor Verboon good luck in speaking at the State Water Resources Control Board meeting today in Sacramento to request to not place the Tulare Lake Basin in a probation status.



Supervisor Valle welcomed the Kings County Firefighters and the public here today and stated that the Board has had to stay quiet due to the negotiations taking place and he understands both sides of the issue. He stated that this has gone on too long and stated that attorneys representing both sides in negotiations are not required and asked to have the negotiations to be on a more personal basis with two Board members, the Human Resources Director, and representatives of the Firefighters Association in a room to work out the issues. He stated that he has been here 16 years and has supported public safety and two years ago the Kings County Firefighters Association asked the voters to approve a ½ cent sales tax initiative to help with the very issues that are on the table today and they voted no but he stood up and supported that initiative. He stated that he will probably get in trouble for saying this today but he has wanted to let everyone know his thoughts.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for April 9, 2024.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their April 9, 2024 meeting.

B. Approval of the minutes from the regular meeting for April 9, 2024.

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

IV. CONSENT CALENDAR

A. Agricultural Department:

1. a. Consider approving the Memorandum of Understanding with the California Department of Food and Agriculture for the County's Seed Law Enforcement Program retroactively effective from July 1, 2023 through June 30, 2024;
- b. Authorize the Agricultural Commissioner to sign future invoices with the California Department of Food and Agriculture for reimbursement of costs associated with the County's Seed Law Enforcement Program retroactively effective from July 1, 2023 through June 30, 2024. **[AGMT 24-041]**

B. Behavioral Health Department:

1. Consider authorizing the advanced step hire of Dustin Biel as a Clinical Program Manager at Salary Range 249.5, Step 5.
2. Consider authorizing the advanced step hire of Sandra Ruiz-Rivas as a Clinical Program Manager at Salary Range 249.5, Step 5.
3. Consider adopting a Resolution supporting and promoting the Kings County Sober Graduation Program. **[RESO 24-023]**

C. Child Support Services Department:

1. Consider authorizing the advanced step hire of Marie (Mary) Conley as the Assistant Director of Child Support Services at Salary Range 266.5, Step 4.

D. Human Services Agency:

1. Consider approving an Agreement with Kings Partnership for Prevention to perform administrative services and support for the Child Abuse Prevention Coordinating Council effective April 16, 2024 through April 15, 2027. **[AGMT 24-042]**

E. Probation Department:

1. Consider approving an Agreement with the Superior Court of California to continue providing pretrial services in Kings County effective July 1, 2024 through June 30, 2025. **[AGMT 24-043]**

F. Public Health Department:

1. a. Consider authorizing the acceptance of a \$5,000 sponsorship from CalViva Health for the Kings County Women, Infants and Children Program;
- b. Adopt the budget change. **(4/5 vote required)**



G. Public Works Department:

1. Consider approving the Notice of Completion for the Stratford Levee project to provide notice to interested parties that the work has been completed.
2. Consider approving the Notice of Completion for the Burris Park and Hickey Park Playground Shade Project to provide notice to interested parties that the work has been completed.

H. Sheriff's Office:

1. a. Consider approving the purchase of two pairs of AVS-9 Night Vision Goggles for the Sheriff's Office Air Support Unit;
b. Adopt the budget change. **(4/5 vote required)**
2. a. Consider approving the purchase of five rifles and five less lethal shotguns;
b. Adopt the budget change. **(4/5 vote required)**

I. Administration:

1. Consider appointing one new member to the CalViva/Tri-County Health Authority Commission.
2. Consider appointing one new member to the Kings County Agricultural Advisory Committee.

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

V.

REGULAR CALENDAR

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

1. Consider approving the participation Agreement with California Mental Health Services Authority for the Central Valley Suicide Prevention Hotline Program retroactively effective from July 1, 2023 through June 30, 2024. **[AGMT 24-044]**

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

B. Public Works – Dominic Tyburski/Mitchel Cabrera

1. Consider approving an Agreement with Ceres Environmental Services, Incorporated for disaster debris removal services effective upon execution for a term of thirty-six months. **[AGMT 24-045]**

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

C. Administration – Kyria Martinez/Matthew Boyett

1. Consider authorizing the Chairman to sign letters of support for California Disaster Assistance Act funding to replace and repair damaged county roads due to the flooding events of 2023 to Senator Laphonza Butler, Senator Melissa Hurtado, Senator Alex Padilla, Representative David Valadao, and Assemblyman Devon Mathis.

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

2. a. Consider approving one of the following actions regarding the County's ballot for special benefit assessments levied by the Mid-Kings River Groundwater Sustainability Agency to support compliance efforts of the Sustainable Groundwater Management Act;
 1. Vote "Yes", approving the proposed special benefit assessment, and authorize the County Administrative Officer to submit the applicable ballot on behalf of the County.
 2. Vote "No", rejecting the proposed special benefit assessment, and authorize the County Administrative Officer to submit the applicable ballot on behalf of the County.
 3. Take no action.



- b. Consider approving one of the following actions regarding the groundwater extraction fee proposed by the Mid-Kings River Groundwater Sustainability Agency to support dry well mitigation, recharge basin development, and subsidence mitigation as part of compliance efforts of the Sustainable Groundwater Management Act;
 1. Take no action.
 2. Protest the proposed extraction fee and authorize the County Administrative Officer to submit the applicable protest form.

ACTION: APPROVED ITME 2A2 AND 2B2 AS PRESENTED (RV, JN, RF, RR-Aye, DV-Absent)

VI. STUDY SESSION

A. Administration – Kyria Martinez/Megan Vega

1. Receive an overview and update on the evaluation of the County’s indigent defense system.

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

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).

Supervisor Neves stated that he participated in the Kings County Health Equity Advisory Panel zoom meeting, attended the South Fork Kings Groundwater Sustainability Agency meeting, attended the Kings County Health Equity Advisory Panel mixer event, announced softball for Lemoore High School, attended the Grizzly Baseball game representing “My job depends on Ag” event, participated in the presentation day event for regional 4-H groups held in Corcoran, attended the Kings County Health Equity Advisory Panel meeting and cooked for the Kings County Firefighter welcome potluck.

Supervisor Fagundes stated that he attended the Kings/Tulare Area Agency on Aging meeting and cooked for the Kings County Firefighter welcome potluck.

Supervisor Robinson stated that he attended the Armona Community Services District meeting, met with Nate Ferrier from the Kings County Sheriff’s Office, met with staff from the Hanford Sentinel to discuss topics related to the community of Armona and attended a meeting with Kings County Sheriff’s Office staff to discuss concerns within their department.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received a report from the California Highway Patrol dated April 5, 2024 regarding a CHP HazMat Report relating to an incident on Kansas and 11th Avenue. The Board received a Community Update from DTSC regarding a Chemical Waste Management Kettleman Hills Facility Public Notice for Proposed Renewal of Hazardous Waste Facility Permit.**
- ◆ **Upcoming Events: Kyria Martinez stated that Kings County Behavioral Health will host its Family Member Support Group today on April 16, 2024 from 5:30 p.m.-7:30 p.m. at the Kings Building located on our campus. Kings County District Attorney’s Office Victim Witness Assistance Program will host its annual quilt unveiling in support of National Crime Victims’ Rights Week next week on Tuesday, April 23, 2024 from 6:0 p.m.-7:30 p.m. at the Koinonia Church Learning Center Auditorium in Hanford. Kings County Behavioral Health will host its Veteran’s Support Group next week on Tuesday, April 23, 2024 from 5:30 p.m.-7:30 p.m. at the Veterans Memorial Hall in Hanford. Kings County Public Health will host the Kings County Employee Blood Drive on Thursday, May 2, 2024 at the Parking lot closest to the old Sheriff’s Office parking across the grand jury parking lot Kings County Library will host its Spring Book Sale on Saturday, May 4, 2024 from 10:00 a.m.-2:00 p.m. at the Hanford Branch Library.**



- ◆ Information on Future Agenda Items: **Kyria Martinez stated that the following items would be on a future agenda: Administration - Health Insurance Renewal for FY 24-25; Behavioral Health - Advocates for Human Potential Behavioral Health Bridge Housing Program Agreement and Department of Health Care Services Amendment and Resolution; District Attorney’s Office - Proclaiming April 21-27, 2024 Kings County Crime Victim’s Rights Week; Department of Finance - Property Tax Advance Loan Request by South Fork Kings Ground Water Sustainability Agency; Public Health Department - Senate Bill 1383 Local Assistance Grant Budget Change and Dietetic Internship Agreement with University of Southern California – Leonard Davis School of Gerontology.**

VIII. CLOSED SESSION

- ◆ **Conference with Real Property Negotiators: (1 Case) [Govt. Code Section 54956.8]**
- ◆ **Property: 1426 South Drive, Hanford, CA 93230**
Agency Negotiator: Kyria Martinez
Negotiation Parties: Lacey Campus Partners, II LLP
Under Negotiation: Price and Terms of Payment
- ◆ **Conference with Labor Negotiator: [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

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, April 23, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

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

FUTURE MEETINGS AND EVENTS

| | | |
|----------|---------|--|
| April 23 | 9:00 AM | Regular Meeting |
| April 30 | 9:00 AM | Regular Meeting |
| May 7 | - | Regular Meeting Canceled due to Kings County Employee Appreciation Event |
| May 14 | 9:00 AM | Regular Meeting |
| May 21 | 9:00 AM | Regular Meeting |

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Doug & Julie Freitas

10888 Highway 41

Lemoore, CA 93245

April 15, 2024

Joe Neves

Richard Valle

Doug Verboon

Rusty Robinson

Richard Fagudes

This letter is to urge all of you to vote NO on the ballot and to PROTEST THE EXTRACTION FEE!! This does not need to be voted on at this time. Both Doug and I are going to the State Water Board Meeting tomorrow at 9:30am. I truly think we can make this work better for the Farmer and everyone involved! The Farmers are paying for all these "fees" proposed by the GSA's. WE are not a cash cow!! Please wait to vote on this!! At least till after the State Water Board meeting tomorrow.

Regards,

A handwritten signature in black ink, appearing to read "Doug Freitas". The signature is stylized and cursive.

Doug Freitas

Doug & Julie Freitas

10888 Highway 41

Lemoore, CA 93245

April 15, 2024

Joe Neves

Richard Valle

Doug Verboon

Rusty Robinson

Richard Fagudes

This letter is to urge all of you to vote NO on the ballot and to PROTEST THE EXTRACTION FEE!! This does not need to be voted on at this time. Both Doug and I are going to the State Water Board Meeting tomorrow at 9:30am. I truly think we can make this work better for the Farmer and everyone involved! The Farmers are paying for all these "fees" proposed by the GSA's. WE are not a cash cow!! Please wait to vote on this!!

Sincerely,



Julie Freitas

From: [Ivette Chaidez Villarreal](#)
To: [BOS Questions](#)
Subject: Public Comment re: KCFD 4/16/24
Date: Monday, April 15, 2024 10:40:00 PM

Good morning Catherine and Diane,

I hope you're both doing well. Please see my public comment for today's BOS meeting below.

Good morning Chairman and members of the board,

Over the last year, I have followed the Kings County Firefighters and their fight for a fair contract. Last week I sat here and listened to stories from some of them, their spouses, and even one of the 20+ firefighters we lost to another department. Our firefighters put their lives on the line to protect our community, facing dangers that most of us can only imagine. However, these dedicated individuals are currently facing the additional challenge of being understaffed, which significantly compounds the risks they already face. I am here today to urge you to grant the Kings County Fire Department a fair contract as soon as possible.

As you know, firefighting is an inherently perilous job. From battling raging fires, rescuing individuals trapped in burning buildings, and often being the first on-scene of horrific crash sites, firefighters confront life-threatening situations regularly. When they are understaffed, their ability to effectively respond to emergencies is severely compromised. Response times especially matter for communities that are further out like Stratford, Avenal, and Kettleman City. Longer response times can make the critical difference between preventing total property losses and, tragically, even loss of life; a point that is critical to emphasize when our county only has 1 hospital.

It is imperative that our firefighters have the resources and support they need to carry out their duties safely and effectively. This includes fair compensation and adequate staffing levels to ensure prompt emergency response times. By providing the Kings County Fire Department with a fair contract, you not only demonstrate your appreciation for their invaluable service but also safeguard the well-being of our entire community.

I respectfully urge you to hear the pleas of my fellow community members and prioritize the safety and security of Kings County residents by promptly addressing the needs of our firefighters.

Thank you for your attention to this urgent matter.

Ivette Chaidez Villarreal

Civic Engagement Program Director



PO Box 903

Hanford, CA 93232

Personal Mobile: (559) 537-9986

Office: (559) 530-3778

VV Mobile: (559) 413-8500

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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 April 23, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Troy Hommerding

SUBJECT: SENATE BILL 1383 LOCAL ASSISTANCE GRANT BUDGET CHANGE

SUMMARY:

Overview:

Kings County Department of Public Health, Environmental Health Services (EHS) requested grant funding from the California Department of Resources Recycling and Recovery (CalRecycle) for the Senate Bill (SB) 1383 Local Assistance Grant on December 12, 2023. As of March 2024, CalRecycle awarded EHS additional funding. The department is requesting an amendment to the Fiscal Year 2023-24 Adopted Budget to incorporate the additional funding.

Recommendation:

- a. Approve the budget adjustment for the Department of Public Health for additional grant funding from the California Department of Resources Recycling and Recovery Senate Bill 1383 Local Assistance Grant;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the County General Fund associated with the recommended action. The recommended action will increase revenue and expenditure allocations equally in the Fiscal Year 2023-24 Adopted Budget in Budget Unit 411500 – Environmental Health Services by \$87,593.

BACKGROUND:

In September 2016, Governor Edmund Brown Jr. set goals to reduce short-lived climate pollutants. SB 1383 (Lara, Chapter 395, Statutes of 2016) requires a 75% reduction of organic waste disposal by 2025 and the salvage of potentially donatable food to provide nourishment to millions of Californians. Jurisdictions are required to offer organic waste collection services from residential and commercial sources to divert waste from landfills and minimize greenhouse gas emissions. In 2021, the Legislature and Governor Gavin Newsom granted jurisdictions additional time to ensure compliance with the plan.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SENATE BILL 1383 LOCAL ASSISTANCE GRANT BUDGET CHANGE

April 23, 2024

Page 2 of 2

The SB 1383 Local Assistance Grant program is designed to help local jurisdictions achieve compliance. The department intends to utilize the grant to support the development of the Kings County Food Education and Donations (FED) program. The objective of Kings County FED is to develop education materials, reduce food waste, alleviate hunger, and build a sustainable food recovery network while complying with SB 1383 requirements. This program will primarily focus on enhancing education and outreach to Tier 1 and Tier 2 facilities and generators in unincorporated areas, and educational support for other jurisdictions within Kings County. Additionally, the department intends to utilize the grant to defray the costs of developing and distributing educational materials to include but are not limited to brochures, videos, and workshops, to raise awareness about the County's Edible Food Recovery efforts in English and Spanish. This will further support and foster partnerships with existing community organizations while also conducting outreach to additional community organizations to strengthen the impact of the Kings County FED program for Edible Food Recovery initiatives and requirements.

The Board authorized the department to apply for the CalRecycle SB 1383 Local Assistance Grant Program on December 12, 2023. Funding for Kings County was estimated to be \$75,000. The final award determined by CalRecycle is now \$87,593.

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 | Environmental Health Services | Special Dept | 100000 | 411500/ 415400 | 92063 | 87,593 |
| | | | | | | |
| | | | | | TOTAL | 87,593 |

| Funding Sources: | | | | | | |
|------------------|-------------------------------|------------------|----------|-------------------|-------------|----------------------|
| FUND NAME | DEPT. NAME | ACCOUNT NAME | FUND NO. | DEPT. NO. | ACCOUNT NO. | APPROPRIATION AMOUNT |
| General | Environmental Health Services | St Aid - Intrgov | 100000 | 411500/ 415400 | 85125 | 87,593 |
| | | | | | | |
| | | | | | TOTAL | 87,593 |

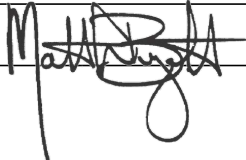
(B) Budget Transfer:

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

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

Explanation: There is no impact to the County General Fund associated with the recommended action. The recommended action will increase Fiscal Year 2023-24 budget unit 411500 – Environmental Health Services by \$87,593.

Dept. of Finance Approval _____ Department Head Rose Mary Rahn
990E4008E21399DDE7E1F7CE2152D177 readySign

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 April 23, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Heather Silva

SUBJECT: DIETETIC INTERNSHIP AGREEMENT WITH UNIVERSITY OF SOUTHERN CALIFORNIA–LEONARD DAVIS SCHOOL OF GERONTOLOGY

SUMMARY:

Overview:

Kings County Department of Public Health (KCDPH) is requesting to enter into a new agreement which would allow dietetic interns from the University of Southern California–Leonard Davis School of Gerontology (USC) to obtain practical learning experience as it pertains to the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program.

Recommendation:

Approve an agreement with the University of Southern California-Leonard Davis School of Gerontology to allow dietetic interns to obtain practical learning experience at the Kings County Department of Public Health effective upon execution with automatic annual renewals until cancelled.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action. Neither party shall be obligated to provide any monetary compensation to the other as a result of this agreement. This agreement is for educational field experience, and no funds are exchanged.

BACKGROUND:

Registered dietitians provide nutrition education, counseling, and therapy in community and healthcare settings. In addition, they manage food service operations in schools, hospitals, and nursing homes. Their training requires attainment of a bachelor’s degree, a one-year internship that provides experience in a variety of work settings, and passage of a standardized exam to attain registered status.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

DIETETIC INTERNSHIP AGREEMENT WITH UNIVERSITY OF SOUTHERN CALIFORNIA–LEONARD DAVIS SCHOOL OF GERONTOLOGY

April 23, 2024

Page 2 of 2

USC, a globally renowned institution, has been at the forefront of advancing education and research in geriatrics. The KCDPH WIC rotation contributes to the training required for the Community Nutrition Discipline, Education, and Leadership standards. This partnership enables interns to gain practical learning experiences within the WIC Program. The education of dietetic interns holds significant importance in fostering the development of proficient registered dietitians. Historically, recruiting dietetic professionals for the WIC Program has proven challenging. Investing in intern training is not only crucial for the profession but also augments the pool of qualified registered dietitians, potentially benefiting the WIC Program in the future.

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

GERONTOLOGY INTERNSHIP AFFILIATION AGREEMENT

This GERONTOLOGY INTERNSHIP AFFILIATION AGREEMENT (“Agreement”) is entered into on the 23rd day of April, 2024, by and between the University of Southern California, acting through its Leonard Davis School of Gerontology, whose principal place of business is 3715 McClintock Avenue, Los Angeles, California 90089-0191 (“University”), and County of Kings (“County”) (singularly a “Party,” collectively the “Parties”), whose principal place of business is 1400 W. Lacey Blvd Hanford CA 93230 .

Recitals

WHEREAS, the University has a graduate curriculum in nutrition, dietetics and foodservice management and an internship is a required and integral component of those curricula; and

WHEREAS, the University desires the cooperation of County in implementing an internship in nutrition and food services management at County and training University students in the practical application of nutrition and food services; and

WHEREAS, County will benefit from the contributions of the students participating in the Internship Program; and

WHEREAS, County wishes to assist the University in implementing the Internship Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the County enter into this Agreement on the terms and conditions set forth below.

The University Rights and Responsibilities

1. To establish the educational objectives for the Internship Program and to implement the Internship Program pursuant to these objectives.
2. To assign students to County who meet the University’s requirements and qualifications to participate in the Internship Program.
3. To appoint a University faculty or staff member as “Internship Director” to administer the University’s responsibilities related to the Internship Program and to oversee the students’ internship experience at County.
4. To establish and maintain ongoing communication with the Preceptor, as defined below, regarding the Internship Program.
5. To notify the Preceptor, at a time mutually agreed upon, of the University’s planned schedule of students’ assignments, including the names of the students, level of academic preparation, and length and dates of the internship experiences.
6. To inform students that they are to obtain and maintain adequate health insurance coverage during the time that students participate in the Internship Program and to provide evidence of such coverage to County, at County’s reasonable request.
7. To ensure that all students participating in the Internship Program at County will have and maintain professional liability insurance coverage in the amounts set forth below.

8. To direct the assigned students to comply with the existing pertinent rules and regulations of the County and all reasonable directions given by qualified County personnel.
9. To provide course grades based on mid-point and end of rotation student evaluations (tool provided by University) completed by County.
10. To inform County in the event that a student withdraws from the Internship Program or otherwise is unable to complete the Internship Program.

County Rights and Responsibilities

1. To cooperate with University in establishing and implementing the Internship Program at County.
2. To provide one (1) qualified County supervisor (“Preceptor”) for each student participating in the Internship Program. Selection of Preceptor will be mutually agreed upon by the University and the County prior to the commencement of each internship. Preceptor will be responsible for the supervision of students at all times while students are at the County. Preceptor’s responsibilities include the following:
 - Orient the student to the County;
 - Assist the student in gaining access to information and data required for the tasks and responsibilities to be completed by the student;
 - Monitor student’s attendance;
 - Meet with student at regular intervals;
 - Submit a final evaluation report of the student’s activities; and
 - Any other responsibilities mutually agreed upon by the Parties.
3. To provide field experiences in accordance with the mutually agreed upon goals and objectives of the Internship Program. On-site visits will be arranged when feasible and/or upon request by the University. County shall advise the University of any changes in its personnel, operation, or policies that may materially affect the students’ field experiences or the Internship Program at County.
4. To ensure that students are given duties commensurate with their skills and experience.
5. To provide the physical facilities, resources, equipment, and all other items necessary to operate the Internship Program at County, including use of library facilities, reasonable work, and storage space.
6. To determine the number of students which it can accommodate during a given period of time and notify the University promptly prior to the commencement of the Internship Program.
7. To provide the assigned students with a copy of the County’s existing pertinent rules and regulations with which the students are expected to comply.
8. To make available, whenever reasonably necessary, emergency health care for the assigned students, the cost of which shall be borne by the students.

9. To request the University to withdraw a student from the Internship Program at County when student's performance is unsatisfactory to County or student's behavior is disruptive to County or its patients. County shall state its reasons for requesting a student withdrawal in writing to the Internship Director. It is understood that except as set forth in paragraph 10 below, only the University can withdraw a student from the Internship Program at County.
10. To immediately remove from the County any student who poses an immediate threat or danger to personnel or the quality of services provided at County. Preceptor shall notify the Internship Director prior to removing the student.
11. To comply with all applicable federal, state, and local laws, ordinances, rules, and regulations regarding the operation of the Internship Program, including laws, rules and regulations concerning the confidentiality of student records.
12. To comply with all applicable requirements of any accreditation authority and to permit the authorities responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by County for purposes of the Internship Program.
13. To comply with all federal, state, and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.
14. To retain full responsibility for ensuring that (i) all patient care services and procedures performed by students comply with applicable federal, state, and local laws, rules and regulations; (ii) students are appropriately credentialed to perform each such service and procedure in accordance with County rules and regulations, and (iii) all necessary consents are obtained prior to the furnishing of any clinical services by students.
15. To retain full responsibility for the care of patients at County and maintain administrative and professional supervision of students insofar as their presence affects the operation of County and/or the direct and indirect care of patients.
16. To provide appropriate Personal Protective Equipment (PPE) to limit student exposure and possible transmission of COVID-19 and other communicable diseases during the full duration of the internship.

General Provisions

1. Non-discrimination. The Parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, handicap, or national origin.
2. Coordination of Internship Program. The Parties shall use reasonable efforts to establish the educational objectives for the Internship Program, devise methods for its implementation and continually evaluate to determine the effectiveness of the field experience.
3. Students Not University Employees. The Parties hereto agree that the University's students are not to be considered employees or agents of either the University or the County for any purpose, including Worker's Compensation or employee benefit program.
4. Insurance. Each Party to this Agreement shall provide and maintain, at its own expense, a program of insurance or self-insurance covering its activities and operations hereunder. Such program of

insurance or self-insurance shall include, but not be limited to, comprehensive general liability and professional liability.

- a. The general liability insurance shall have a minimum coverage of \$1,000,000 per occurrence and cost \$3,000,000 aggregate.
- b. The professional liability insurance shall carry a single limit coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- c. Each Intern shall have Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- d. University shall deliver to County an endorsement or amendment of all required policies of insurance as evidence of insurance protection prior to the commencement of any work under this Agreement.
- e. Upon written request, either Party shall provide the other with a certificate evidencing such coverage.

5. Indemnification:

- a. University agrees to indemnify, defend and hold harmless County and its board members, officials, employees and agents against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from Fresno Pacific's sole negligence, or in proportion to the University's comparative fault.
- b. County agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from County's sole negligence, or in proportion to the County's comparative fault.

6. Term. This Agreement shall be effective for a period of one year when executed by both Parties. This Agreement will be automatically renewed annually unless otherwise indicated in writing by one of the Parties at least thirty (30) days prior to the end of the term, or unless terminated in accordance with paragraph 7 below.

7. Termination. This Agreement may be terminated by either Party with or without cause upon thirty (30) days written notice, provided that all students currently enrolled in the Internship Program at County at the time of notice of termination shall be given the opportunity to complete the Internship Program at County.

8. Confidentiality:

- a. During the term of this Agreement, University and University Interns may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third Party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration or cancellation of the Agreement.
- b. All information and records obtained in the course of providing services under this Agreement shall be confidential and University shall comply and ensure University Interns comply with state and federal requirements regarding confidentiality of patient information (including but not limited to Civil Code Section 56 et seq., the Confidentiality of Medical

Information Act, Title 45, Code of Federal Regulations, section 205.50 for Medi-Cal eligible patients, and the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164). University shall comply and ensure Interns comply with all applicable patients' rights regulations and statutes. This provision shall survive the termination, expiration or cancellation of this Agreement.

- c. Attached to this Agreement as Exhibit "A" and incorporated by reference, is a Business Associate Agreement as required by the HIPAA.
9. No Agency. Both Parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the Parties, and neither Party shall so hold itself out. Neither Party shall have the right to obligate or bind the other Party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
10. Assignment. Neither Party hereto shall have the right, directly or indirectly, to assign, transfer, convey, or encumber any of its rights under this Agreement without the prior written consent of the other Party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University and County.
11. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
12. Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
13. Non-Discrimination: In performing under this Agreement, University shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation.
14. Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the Parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given herein, or such addresses as may be designated from time to time during the term of this Agreement.
15. Authority to Sign. The Parties signing below are authorized and empowered to execute this Agreement and bind the Parties to the terms and conditions contained herein.
16. Counterparts and Electronic Signatures: The Parties may execute this Agreement in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The Parties agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.
17. No Third Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

18. No Waiver. Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any provisions contained herein.
19. Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the Parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both Parties hereto subsequent to the execution of this Agreement.
20. Patient Privacy. The Parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each Party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each Party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that Party under this Agreement. Nothing in this Section shall require either Party to waive the attorney-client, accountant-client, or any other applicable legal privilege.
21. Limitation on Damages. Notwithstanding anything to the contrary contained in this agreement, to the maximum extent permitted by law, in no event will either Party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

UNIVERSITY

The University of Southern California, acting through its
Leonard Davis School of Gerontology

By: Mark Todd Date: Mar 4, 2024
Name: Mark Todd
Title: Vice Provost, Academic Operations

County of Kings

By: _____ Date: _____
Doug Verboon
Chair, Board of Supervisors

Attest

By: _____
Catherine Venturella, Clerk of the Board

Approved as to Insurance

By: Sarah Poots
813BB3CAD3655817F55583489257E37C readysign
Sarah Poots, Risk Manager

Approved as to Form

Diane Freeman, County Counsel
Zachary Adams
By: 1F53C3B3637BD6989DD5F11B66AE8E36 readysign
Zachary S. Adams, Deputy County Counsel

Exhibits/Attachments:
Exhibit "A": HIPAA Business Associate Agreement

Please Return this Affiliation Agreement to:
Jeannie Wakamatsu, MPH, RDN
Program Manager
Coordinated Program in Nutrition, Healthspan & Longevity
Leonard Davis School of Gerontology
University of Southern California
3715 McClintock Avenue, Room 229
Los Angeles, CA 90089-0191
Direct: 213-821-9769
E-mail: wakamats@usc.edu

Exhibit A

County of Kings HIPAA Business Associate Agreement

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to the University of Southern California-Leonard Davis School of Gerontology (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, the University of Southern California-Leonard Davis School of Gerontology, as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

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

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

1) **Use and Disclose for Management and Administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Type of Services to be Provided by the Business Associate.** The Business Associate will provide Nursing Student who will perform as trainees at the County's Public Health Agency. The Business Associate will also provide Instructors and/or Clinical Preceptors who shall supervise all instruction and activities of the students. Said services are set forth in the Agreement.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

- i. What data elements were involved and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings
Administration
Attn: HIPAA compliance officer
1400 W. Lacey Blvd., Bldg. 1

Hanford, California 93230
(559) 852-2589

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. Obligations of County.

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in

writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from

unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of

any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are

not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. System Security Controls.

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that

administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. **Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. **Data Backup Plan.** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. **Supervision of Data.** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. **Escorting Visitors.** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 23, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: RESOLUTION PROCLAIMING LOCAL EMERGENCY DUE TO
MIGRATION OF THE BEET LEAF HOPPER

SUMMARY:

Overview:

The Kings County Code of Ordinances allows the Director of Emergency Services of Kings County to proclaim the existence or threatened existence of a local emergency if the Board of Supervisors is not in session. Due to the recent localized migration of the beet leaf hopper, a vector for the curly top virus, there is an extreme threat to tomato crops in Kings County. As such, the Director of Emergency Services proclaimed the existence of a local emergency on April 19, 2024. Such a proclamation needs to be ratified by the Board within seven days to be effective.

Recommendation:

Ratify a resolution proclaiming the existence of a local emergency due to the recent localized migration of the beet leaf hopper, a vector for the curly top virus.

Fiscal Impact:

None.

BACKGROUND:

Recently, there has been a localized migration of the beet leaf hopper, a vector for the curly top virus. Such a virus is an extreme threat to tomato crops in Kings County. The migration event has created conditions of immediate peril to tomato crops within the county. The 2021 tomato crop in Kings County was approximately 30,247 acres with a value of \$128,712,000, and in 2022 was approximately 28,818 acres with a value of about \$177,492,000. The final tomato crop numbers for 2023 have not yet been finalized at this time. The declaration

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION PROCLAIMING LOCAL EMERGENCY DUE TO MIGRATION OF THE BEET LEAF HOPPER

April 23, 2024

Page 2 of 2

of a local emergency relaxes some regulatory requirements for the application of neonicotinoid pesticides upon which the crop is highly reliant to combat beet leaf hoppers. The full scope of damage cannot be determined with certainty at this time but can be mitigated in part with immediate action. A pest control adviser has advised staff that beet leaf hoppers must be controlled to prevent crop failure.

Due to the immediacy and extreme peril to the vital tomato crop in Kings County, the Director of Emergency Services proclaimed the existence of a local emergency on April 19, 2024. Such a proclamation needs to be ratified by the Board within seven days to be in full force and effective.

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

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

* * * * *

RATIFYING PROCLAMATION THAT RESOLUTION NO. _____
A STATE OF EMERGENCY EXISTS
WITHIN THE COUNTY OF KINGS AND
RATIFYING PROCLAMATION OF LOCAL
EMERGENCY

WHEREAS, Government Code section 8630 empowers the Board of Supervisors and officials designated by ordinance to proclaim a local emergency; and

WHEREAS, Chapter 6, section 6-7 of the Kings County Ordinance Code empowers the Director of Emergency Services to proclaim the existence of a local emergency when the Board of Supervisors is not in session, which was done on April 19, 2024, due to the detection of a localized migration event of Beet Leafhoppers, an invasive species that acts as a vector for the Curly Top Virus beginning on April 19, 2024 (see Exhibit “A,” attached hereto); and

WHEREAS, Chapter 6, section 6-7 of the Kings County Ordinance Code and section 8630 of the California Government Code provide that the Director of Emergency Service’s proclamation of a local emergency expires unless it is ratified by the Board of Supervisors within seven (7) days of the proclamation; and

WHEREAS, Beet Leafhoppers live on vegetation in the foothills near the valley floor and migrate towards the valley floor and tomato crops on the valley floor when foothill vegetation begins to dry out; and

WHEREAS, pest control advisors have informed County of Kings staff that the event creates conditions of immediate peril to tomato crops within the County of Kings and requested an emergency declaration to address the threat (see attached Exhibit “B,” Request for Local Emergency use of Neonicotinoids for Beet Leafhoppers); and

WHEREAS, Beet Leafhoppers must be controlled to prevent Curly Top Virus infection and crop failure; and

WHEREAS, the crop is highly reliant on neonicotinoids to combat Beet Leafhoppers and prevent the spread of the Curly Top Virus; and

WHEREAS, pest control advisors have informed County staff that they detected a migration that must be addressed to prevent crop failure; and

WHEREAS, the Curly Top Virus affects tomatoes, which are annually grown in California on approximately 235,000 acres, including 28,818 acres in Kings County, at annual harvesting value of \$177,492,000; and

WHEREAS, pursuant to Article 2, Subchapter 6, Chapter 4, Division 6, Title 3 of the California Code of Regulations, applications of neonicotinoids are restricted; however, an application made in response to a proclaimed local emergency is not subject to that Article provided that operators conducting such applications also meet other specified regulatory requirements; and

WHEREAS, there are many uncertainties associated with producing agricultural commodities, including the essential need for timeliness in farming practices; and

WHEREAS, the Director of Emergency Services has requested that the Board of Supervisors ratify the previously proclaimed local emergency.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. This Board finds and determines that the above recited facts are true and correct.
2. As a result of the localized outbreaks of the Beet Leafhopper and Curly Top Virus detected April 18, 2024 and damages described above, the Board hereby finds that conditions exist within the County which have resulted in the local emergency continuing and pursuant to Government Code section 8630, the April 19, 2024 proclamation by the Director of Emergency Services is hereby ratified and extended, and approves submittal of a request for assistance from the California Disaster Assistance Act when the scope of damages are fully known.
3. The Chairman of the Board of Supervisors, Chief Administrative Officer and the Director of Emergency Services are hereby authorized to take all reasonable steps to obtain state and/or federal assistance with respect to the local emergency.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ____ day of _____, 2024, by the following vote:

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

By: _____
Doug Verboon,
Chairperson of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this ____ day of _____,
2024.

By: _____
Catherine Venturella,
Clerk of the Board of Supervisors

PROCLAMATION OF LOCAL EMERGENCY
DUE TO PRESENCE OF BEET LEAF HOPPER,
A VECTOR FOR THE CURLY TOP VIRUS IN
THE COUNTY OF KINGS

WHEREAS, Government Code section 8630 and Chapter 6, Section 6-7 of the Kings County Code of Ordinances empower the Director of Emergency Services to proclaim the existence of a local emergency when the County of Kings is affected or is likely to be affected by a public calamity and the Board of Supervisors is not in session.

WHEREAS, the Director of Emergency Services of the County of kings makes the following findings:

- That the Board of Supervisors is not in session and that conditions of extreme peril to the safety and persons and property have arisen within Kings County and local emergency response agencies are faced with being extended beyond their functional capabilities.
- Due to a localized migration of the beet leaf hopper, a vector for the curly top virus, there is an extreme threat to tomato crops in Kings County.
- The migration event has created conditions of immediate peril to tomato crops within the County of Kings. The Kings County tomato crop is approximately 28,818 acres at a value of \$177,492,000.
- The full scope of damage cannot be determined with any certainty at this time but can be mitigated in part if immediate action is taken.
- A pest control adviser has advised staff that beet leaf hoppers must be controlled to prevent crop failure.

WHEREAS, the Director of Emergency Services does hereby find that there is an imminent and proximate threat to the persons and property in Kings County due to vector borne crop virus.

NOW, THEREFORE, the Director of Emergency Services hereby proclaims and declares that a local emergency now exists in the County of Kings. It is further proclaimed and ordered that during the existence of the local emergency, the powers, functions and duties of the organizations of this County shall be those prescribed by state law and by the ordinances of this County and by the County of Kings Emergency Plan, approved by the Board of Supervisors Resolution No. 15-063 on November 3, 2015, as from time to time amended thereafter.

Dated: _____

4-19-24

A handwritten signature in blue ink that reads "Joe Neves". The signature is written in a cursive style and is positioned above a horizontal line.



April 19, 2024

Jimmy Hook
Kings County Agricultural Commissioner/Sealer
680 Campus Drive
Hanford, California 93230

Subject: Request for Local Emergency use of Neonicotinoids for Beet Leafhoppers

Dear Mr. Hook,

In Kings County this year, the transplanting of processing tomatoes began in late February. When the conventionally farmed seedling tomato plants arrive to the field to be planted, they have already been treated with Verimark insecticide to protect them from Beet Leafhopper infestation and transmission of Beet Curly Top Virus. Verimark insecticide provides predictable and reliable protection from this pest/disease dynamic for a period of about 4 weeks after transplanting.

As of April 18, 2024, growers have observed a continuous increase in the amount of Beet Leaf Hoppers being detected in their weekly monitoring program. Even with the protection of Verimark, Beet Leafhopper feeding, and Curly Top Virus infection is already starting to occur at low levels. The Verimark is nearing the end of its control window, and tomato plants in the field will become susceptible to continuous Beet Leafhopper feeding, and thus transmission of Beet Curly Top Virus, without additional insecticide applications. In order to prevent further infestation and transmission of the viral disease, growers and Pest Control Advisors have already begun using follow-up applications of Sivanto insecticide to extend the period of control.

The disease has now been observed in production fields this year, and we have seen a concerning trend over the last two weeks of increasing amounts of Beet Leafhoppers on sticky traps. It is reasonable to expect continued pest and disease pressure.

Beet Leafhoppers are a non-native and invasive species to California. They are the only known vector for the disease Beet Curly Top Virus. Beet Curly Top Virus is deadly to processing tomatoes and in past production years has been the cause of crop failure.

Previous to 2024, growers and Pest Control Practitioners had access to use Neonicotinoid insecticides as a safe and effective tool to manage against Beet Leafhoppers and Curly Top Virus. As of January 1st, 2024, the California Department of Pesticide Regulation imposed regulations on this class of chemistry and severely restricted their use in an effort to protect pollinators. The nature of these regulations severely limits the use of these pesticides rendering them ineffective in the management of Beet Leafhoppers.



Title 3, of the California Code of Regulations Section 6990 (c) allows for an exemption from the new regulations to address a local emergency. Growers and Pest Control Advisors have an institutional knowledge of this pest/disease complex and have already exercised a pest control effort that works well within the regulatory framework. However, with the continued presence of the pest, and a need to prevent virus transmission, it is becoming clear that the existing pest control measures will fall short and not provide adequate control of this invasive pest and deadly virus.

I ask that a local emergency be declared to allow for the use of Neonicotinoid products in Kings County as prescribed by the label. The University of California Statewide Integrated Pest Management Program recognizes the Neonicotinoid class of pesticides as the most effective and least harmful to natural enemies, honeybees, and the environment.

Sincerely,



Beau Howard
District Manager, Tulare District
PCA #115923





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 23, 2024

SUBMITTED BY: Behavioral Health Department – Lisa Lewis/Christi Lupkes
SUBJECT: SUBCONTRACT AGREEMENT WITH ADVOCATES FOR HUMAN POTENTIAL, INCORPORATED FOR BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) requests approval of the subcontract agreement with Advocates for Human Potential, Incorporated for the Behavioral Health Bridge Housing (BHBH) Program.

Recommendation:

Approve the subcontract agreement with Advocates for Human Potential, Incorporated for the Behavioral Health Bridge Housing Program retroactively effective from January 11, 2024 through June 30, 2027.

Fiscal Impact:

This agreement has no impact to the General Fund. On January 11, 2024, KCBH received a notice of award for this grant funding in the amount of \$2,919,309. KCBH will use this grant to invest in the BHBH Program. The funding of this program will be distributed across four fiscal years (FY) as follows: FY 2023-24 \$1,092,127, FY 2024-25 \$646,219, FY 2025-26 \$590,480, and FY 2026-27 \$590,483. Sufficient revenue and expenditures have been allocated in the FY 2023-24 Adopted Budget and FY 2024-25 Requested Budget in Budget 422400 (BH Grants).

BACKGROUND:

The BHBH Program was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), providing \$1.5 billion in funding through June 30, 2027, to address immediate housing and treatment needs of people experiencing unsheltered homelessness who have behavioral health conditions,

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SUBCONTRACT AGREEMENT WITH ADVOCATES FOR HUMAN POTENTIAL, INCORPORATED FOR BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM

April 23, 2024

Page 2 of 2

including serious mental illness (SMI) and/or substance use disorder (SUD). Additionally, the passage of Senate Bill (SB) 1338, which established the Community Assistance, Recovery, and Empowerment (CARE) Program, adds Section 5982(b) to the Welfare and Institutions Code (WIC) to stipulate that CARE Program participants be prioritized for any appropriate bridge housing funded by the BHBH Program. The BHBH Program design and implementation efforts will be coordinated with the California Health and Human Services (CalHHS) Agency and the Department of Health Care Services (DHCS) CARE Program planning efforts to ensure counties prioritize BHBH Program funding at the local level for this population.

DHCS awarded KCBH with \$2,919,309. This is a pass-through funding agreement from DHCS, who are subcontracting with Advocates for Human Potential (AHP), for administration of the grant.

Bridge Housing settings will include voluntary supportive services to help program participants obtain and maintain housing, manage symptoms of behavioral health conditions, and focus on recovery and wellness. KCBH will be contracting with Kings Community Action Organization (KCAO) to implement the BHBH Program. KCAO will be overseeing the startup of infrastructure and program operations. Bridge Housing is transitional housing with the aim of transitioning vulnerable clients out of homelessness to provide a short-term stable experience that can facilitate placement into a more permanent housing solution. Bridge Housing is often considered the missing link between the shelter system and permanent housing. In addition to being a valuable building block in the County's preparation for the State-required CARE Program, housing navigation and linkage to support services will also be key components of this BHBH Program to assist participants in becoming document-ready and prepared for access to sustainable, affordable, permanent housing resources.

This subcontract agreement is retroactive due to negotiations between DHCS and AHP. No work has been completed and no costs have been incurred, and work will not begin until this agreement is executed and an agreement has been executed with KCAO. The retroactive date of this agreement is the date KCBH received the award letter.

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

THE ATTACHMENT IS ON FILE WITH THE CLERK OF THE BOARD AND CAN BE LOCATED ON OUR WEBSITE AT:

<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 23, 2024

SUBMITTED BY: Behavioral Health Department – Lisa Lewis/Christi Lupkes

SUBJECT: AMENDMENT TO THE AGREEMENT WITH CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR THE COUNTY MENTAL HEALTH PLAN CONTRACT

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an amendment to the agreement with the California Department of Health Care Services (DHCS) for the Mental Health Plan (MHP) contract for Specialty Mental Health Services (SMHS) for the term of July 1, 2022 through June 30, 2027.

Recommendation:

- a. Approve the amendment to the agreement with the California Department of Health Care Services for the Mental Health Plan contract retroactively effective from July 1, 2022 through June 30, 2027;
- b. Adopt a resolution authorizing the Director of Behavioral Health to sign the agreement with the California Department of Health Care Services for the Mental Health Plan contract and any addendums retroactively effective from July 1, 2022 through June 30, 2027.

Fiscal Impact:

There is no impact to the County General Fund or exchange of funds through this agreement. The agreement allows for the County to provide SMHS to eligible Medi-Cal beneficiaries in Kings County and claim Federal Financial Participation funds for services provided from July 1, 2022 to June 30, 2027.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AMENDMENT TO THE AGREEMENT WITH CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR THE COUNTY MENTAL HEALTH PLAN CONTRACT

April 23, 2024

Page 2 of 2

BACKGROUND:

The KCBH MHP contract with DHCS is required by the State to participate in the Medi-Cal program. The Medi-Cal program is a public health program administered by DHCS that provides health care services to low-income individuals and families. KCBH MHP provides or arranges for the provision of SMHS to Plan Members to address mental health needs and treatment as identified through assessment and evaluation.

The MHP contract between DHCS and KCBH specifies terms and conditions to allow for the provision of SMHS for all eligible Medi-Cal Plan Members in the county. Services covered through this contract include mental health therapy, case management, medication support, crisis intervention, and inpatient psychiatric services.

The MHP contract is entered into in accordance with the California Welfare and Institutions Code (WIC) sections 14680 through 14727. WIC section 14712 directs DHCS to implement and administer Managed Mental Health Care for Medi-Cal Plan Members of the State through contracts with county MHPs.

On September 13, 2022, the Board approved the DHCS MHP contract with KCBH, authorizing the Director of KCBH to sign the agreement and any amendments to Agreement No. 22-159 for the term of July 1, 2022 through June 30, 2027. On February 23, 2024, DHCS released to county MHPs an amendment to the MHP contract requiring execution by April 23, 2024. The amendments to the contract are primarily to add and revise language to reflect the array of changes brought forth by the California Advancing and Innovating Medi-Cal (CalAIM) Program as well as to change terminology from Medi-Cal Beneficiaries to Medi-Cal Plan Members, further aiding in the advancement of parity between the public and private payor system.

The term of this agreement is retroactively effective from July 1, 2022, through June 30, 2027. This item is being presented retroactively due to the requirement from DHCS to amend the current agreement, maintaining the full term. Additionally, DHCS requires an approved resolution and Board minute order from the Board which approves and authorizes execution of this amendment and authorizes the Director of KCBH to sign.

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

THE ATTACHMENT IS ON FILE WITH THE CLERK OF THE BOARD AND CAN BE LOCATED ON OUR WEBSITE AT:

<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 23, 2024

SUBMITTED BY: District Attorney – Sarah Hacker/Shanna Meier

SUBJECT: PROCLAIMING APRIL 21, 2024 TO APRIL 27, 2024 AS KINGS COUNTY
CRIME VICTIM’S RIGHTS WEEK

SUMMARY:

Overview:

The Kings County District Attorney Victim Witness Program is committed to recognizing the annual tribute to victims of crime. The 2024 National Crime Victim’s Rights Week theme is “How Would You Help? Options, services, and hope for crime survivors.” The 2024 theme asks friends, family members, neighbors, colleagues, community leaders, victim service providers, criminal justice practitioners, and health professionals how can crime victims be helped? This year’s theme is a call to action for everyone to create safe environments for crime victims to share what happened to them. By doing so, support can be offered for life saving services and most importantly, hope.

Recommendation:

Adopt a resolution proclaiming April 21-27, 2024 as Crime Victim’s Rights Week.

Fiscal Impact:

None

BACKGROUND:

Each year since 1981, National Crime Victim’s Rights Week has been promoted throughout the nation to focus attention on the plight of crime victims in Kings County, the state, and the nation. A resolution approved by the Board will validate efforts to serve and educate citizens of Kings County. It will also honor and commemorate Kings County victims of crime. The resolution has been reviewed and approved by County Counsel as to form.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF PROCLAIMING
APRIL 21 TO APRIL 27, 2024 AS
KINGS COUNTY CRIME VICTIMS'
RIGHTS WEEK _____/

RESOLUTION NO. _____

WHEREAS, President Ronald W. Reagan first declared “National Crime Victims’ Rights Week” in 1981 to focus our nation’s attention on the plight of crime victims; and

WHEREAS, a just nation acknowledges crime’s impact on individuals, families, and communities and ensures that victims are treated with fairness, dignity, and respect as they interact with the criminal justice system;

WHEREAS, a decades long struggle to balance the scales of justice resulted in victims rights laws in every state and more than 32 state constitutional victims’ rights amendments that enshrine the ideals of fairness, dignity, and respect for victims of crime;

WHEREAS, treating victims with dignity serves the public interest by engaging victims in the justice system, inspiring respect for public authorities and promoting confidence in public safety;

WHEREAS, we must work to ensure fair treatment of crime victims by providing protections for child and sexual assault victims, ordering and enforcing victim restitution from offenders, and notifying victims of their right to compensation and services, thereby giving hope to victims that the system and society will work to restore dignity and respect their needs and rights;

WHEREAS, the Kings County District Attorney Victim Witness Program is joining forces with victim service programs, criminal justice officials, and concerned citizens throughout Kings County and America to raise awareness of victims’ rights and observe National Crime Victims’ Rights Week;

NOW, THEREFORE, BE RESOLVED as follows:

1. The Kings County Board of Supervisors designates the week of April 21 to April 27, 2024 as Kings County Victims’ Rights Week.
2. This official proclamation is to be presented to the Kings District Attorney Victim Witness Program on April 23rd, 2024.

The foregoing resolution was adopted, at a regular meeting held April 23rd, 2024.

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

Catherine Venturella, Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 23, 2024

SUBMITTED BY: Department of Finance – Erik Ureña/Tammy Phelps
SUBJECT: PROPERTY TAX ADVANCE LOAN REQUEST BY THE SOUTH FORK
KINGS GROUNDWATER SUSTAINABILITY AGENCY

SUMMARY:

Overview:

The South Fork Kings Groundwater Sustainability Agency (Agency) has requested a loan of \$440,454 from the County to assist the Agency in meeting its current operating expenses and cash flow needs pending receipt of direct assessment payments.

Recommendation:

- a. Approve a property tax advance loan agreement with the South Fork Kings Groundwater Sustainability Agency to assist in meeting current operating expenses and cash flow needs pending receipt of direct assessment payments;
- b. Adopt a resolution approving the temporary transfer of fund to the South Fork Kings Groundwater Sustainability Agency to assist in meeting current operating expenses and cash flow needs pending receipt of direct assessment payments, and directing the County Treasure to make such transfer.

Fiscal Impact:

The Agency will receive a property tax advance loan in the amount of \$440,454, which will be repaid with interest at a rate equal to the average rate of return currently earned in the County Treasury Pool. This advance will be an obligation of the County General Fund and will result in cash being unavailable for County use during the term of the advance.

BACKGROUND:

California Constitution, Article 16, Section 6 allows the County to make such temporary transfers from the

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PROPERTY TAX ADVANCE LOAN REQUEST BY THE SOUTH FORK KINGS GROUNDWATER SUSTAINABILITY AGENCY

April 23, 2024

Page 2 of 2

funds in custody as may be necessary to provide funds for meeting the obligations incurred by any city, district, or other political subdivision. Each temporary transfer of funds must be made only upon resolution adopted by the Board directing the treasurer to make such temporary transfer. Such temporary transfer of funds shall not exceed 85% of the anticipated revenues accruing to such political subdivision and shall be replaced from the revenues accruing to such political subdivision before any other obligation of such political subdivision is met from such revenue. Temporary transfers cannot be made after the last Monday in April and the beginning of the next fiscal year, which would be April 29, 2024 for the current fiscal year.

The Agency has requested a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6. The request will enable the Agency to meet current operating expenses pending the receipt of property tax payments. The funds advanced may only be used to meet maintenance and operating expenses. No part of this loan may be invested. The amount advanced will be repaid with interest at a rate equivalent to the average rate of return currently earned in the County Treasury Pool.

The Agency passed a Proposition 218 election on February 29, 2024, which will allow the Agency to assess a direct assessment to the property owners within its boundaries. Typically, direct assessments are provided to the County for inclusion in the property tax bills in August. Because of the timing of the passing of the Proposition 218 election, the Agency will not have access to this revenue until at least the first property tax revenue allocation in December 2024 as the first charges will not be assessed until fiscal year 2024-25 tax bills. This advance will address the timing issue and allow the Agency to continue operating until funds are allocated.

The County previously billed on behalf of the Agency in fiscal year 2022-23, at the same rate as the upcoming assessment rate which resulted in approximately \$600,000 in revenues. Of the total amount billed, the County received payments totaling approximately 97% of billings. Given this collection rate, it is anticipated that collections will be more than sufficient to repay the amount of the advance loan requested. This is subject to payment habits of property owners; however, staff are confident the total amount will be repaid with the upcoming fiscal year's collections in December 2024 or April 2025 at the latest.

The Director of Finance, acting as both the Auditor-Controller and Treasurer Tax Collector of the County, has verified the amount of anticipated tax revenues and has asserted that sufficient funds exist within the County to provide this temporary advance loan to the Agency. This advance loan will have no negative fiscal impact as the total amount will be recovered with interest, however, the funds will be temporarily unavailable to the County as stated in the fiscal impact.

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

Agreement No. _____

**COUNTY OF KINGS
DRY PERIOD TEMPORARY TRANSFER AGREEMENT**

THIS AGREEMENT is made and entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and South Fork Kings Groundwater Sustainability Agency, a California Joint Powers Authority (“Agency”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the Agency has requested the County Treasurer to make a temporary transfer of monies to enable the Agency to meet its current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, grants the County Treasurer the power and the duty to make temporary transfers of monies in custody upon the resolution of the County’s Board of Supervisors directing such temporary transfer; and

WHEREAS, by Resolution _____, the Board of Supervisors of County of Kings has directed the County Treasurer to make such temporary transfers as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any political subdivision whose funds are in the custody of and paid out solely through the Treasurer's office

NOW, THEREFORE, the Parties agree as follows:

1. TRANSFER; REQUEST, CERTIFICATION, AND IMPLEMENTATION

The Agency has submitted to the County a written Request and Certification for Temporary Transfer of Funds, attached as Exhibit A. The County Treasurer has reviewed the written request and determined that such monies are available for such Transfers. The Treasurer’s certification of the availability of funds is attached as Exhibit B. The Treasurer has determined to make such Transfer to the Agency in the amount requested in Exhibit A, as soon as reasonably possible, provided, however, that in no event shall the total amount of all Transfers within the fiscal year exceed 85% of the anticipated revenues which will accrue to the Agency during the fiscal year. No Transfer attributable to a subsequent fiscal year will be made prior to the full and complete repayment of all outstanding Transfers.

An authorized Transfer may be made to the Agency in one or more installments.

No Transfer shall be made prior to July 1 of the fiscal year (July 1 through June 30) for which the Transfer is made or after the last Monday in April of the then current fiscal year.

2. REPAYMENT; INTEREST

Repayment of any Transfer shall be automatically made from the property taxes and principal apportionment accruing to the Agency before any other obligation of the Agency is met from such revenue.

Interest on any Transfer will accrue and be payable by the Agency at a rate equal to the rate the Treasury Pool has earned for the same period.

If funds should become available, the Agency shall have the option to repay the obligation at any time by notifying the Treasury of intention to do so.

3. PLEDGE AND LIEN

The Agency understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the Agency to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the Agency. In furtherance of the Agency’s repayment obligations, Agency hereby grants the County a first lien and pledge of all revenues accruing to the Agency for the purpose of repayment of the Transfer(s).

4. AGENCY COVENANTS

The Agency hereby represents and covenants with the County that the Agency’s Anticipated Revenues for fiscal year 2024-2025, attached as Exhibit B, represents the Agency’s best estimate of the expected tax revenues. Further, the Agency represents and covenants, in the aggregate, the amount of the Transfer made to the Agency during fiscal year 2023 – 2024 will not exceed 85 percent of the anticipates revenues accruing to the Agency for such fiscal year, as described in Exhibit B. The Agency also represents and covenants that Agency has the ability to meet its financial obligations under this agreement.

5. TERM

This Agreement shall remain in full force and effect until both Parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

6. RECORDS AND INSPECTIONS

Agency shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Agency shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify the records; c) keep said records readily accessible; and d) maintain the 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.

7. AMENDMENTS

The Parties may modify this Agreement only by a written amendment signed by the Agency and the County’s Board of Supervisors (“Board”) or other representative as authorized by the Board.

8. ASSIGNMENT

Agency shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Agency of any monies due does not constitute an assignment of this Agreement.

9. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

| | |
|--|--|
| County | South Fork Kings Groundwater Sustainability Agency |
| Erik Ureña, Director of Finance Department of Finance 1400 West Lacey Blvd., Building 7 Hanford, CA 93230 | Joe Neves, Chairman South Fork Kings GSA 321 C Street Lemoore, CA 93245 |

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.

10. CHOICE OF LAW

The Parties executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Agency 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.

11. 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 constitute an amendment to the limited extent required to permit enforcement

of the Agreement as a whole.

12. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Agency 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.

13. 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 Agency, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Agency 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.

14. ELECTRONIC SIGNATURES; COUNTERPARTS

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

15. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

SOUTH FORK KINGS GROUNDWATER
SUSTAINABILITY AGENCY


By: _____
DOUG VERBOON, Chairman
Kings County Board of Supervisors

By: _____
Joe Neves, Chairman
South Fork Kings Groundwater
Sustainability Agency

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By:  04/18/2024

Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  _____
Willie Barrera, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Request and Certification for Temporary Transfer of Funds

Exhibit B: Certification by County Auditor-Controller

REQUEST AND CERTIFICATION FOR TEMPORARY TRANSFER OF FUNDS
(As allowed by California Constitution, Article 16, Section 6)

To the Board of Supervisors
County of Kings
Hanford, California

The governing board of the South Fork Kings Groundwater Sustainability Agency (“Agency”) hereby requests a temporary transfer of funds to the general fund of the aforementioned Agency in the amount of \$440,454 to be used for maintenance and operation purposes. No part of this loan, if granted, will be used to purchase or investments in any security, as defined by 15 U.S.C.A. § 77b, excepting that the Agency may deposit funds in an traditional, interest-bearing business checking or savings account. It is understood and agreed that this loan will bear interest at a rate equivalent to the average rate currently earned on deposits in the County Treasury.

FISCAL YEAR 2024-2025

Budgeted Maintenance Operations Expenditures:

| | | |
|----|-----------------------------|------------------|
| a. | Salaries and Benefits | <u>\$197,401</u> |
| b. | Services and Supplies | <u>\$320,780</u> |
| c. | Total Budgeted Expenditures | <u>\$518,181</u> |

SOUTH FORK KINGS GROUNDWATER
SUSTAINABILITY AGENCY

By: Joe Neves
Joe Neves
Chairman – South Fork Kings GSA

Exhibit B

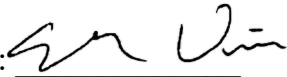
CERTIFICATION BY COUNTY-AUDITOR-CONTROLLER

(To be completed by Auditor-Controller's Office)

Anticipated Revenue

| | | |
|---|-----------|----|
| a. Taxes | \$613,696 | a. |
| b. Money and Property | | b. |
| c. Aid from Other Agencies | | c. |
| d. Charges for Current Services | (\$1,729) | d. |
| e. Other Revenue | | e. |
| f. Total Anticipated Revenue | \$611,967 | f. |
| g. Less Revenue received to date | | g. |
| h. Total Revenue not received | \$611,967 | h. |
| Amount available for Transfer (85% of line h) | \$520,172 | |

Erik Ureña, Auditor-Controller

By: 

CERTIFICATION BY COUNTY TREASURER

As of April 18, 2024, sufficient funds are available in the County Treasury to affect this transfer.

Erik Ureña, Treasurer

By: 

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

IN THE MATTER OF DIRECTING
THE KINGS COUNTY TREASURER
TO MAKE A TEMPORARY TRANSFER
OF FUNDS TO SOUTH FORK KINGS GSA

RESOLUTION NO. _____

WHEREAS, the South Fork Kings Groundwater Sustainability Agency (“SFKGSA”), a political subdivision of the state of California located within the County of Kings (“County”), has requested that the County Treasurer make a temporary transfer of monies to meet their current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make such temporary transfers of monies, as further specified in Agreement No. _____, upon resolution adopted by this Board of Supervisors authorizing such temporary transfers; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6, the total amount that may be temporarily transferred to SFKGSA may not exceed 85% of the anticipated revenues which will accrue to SFKGSA during the 2024-2025 fiscal year; and

WHEREAS, the Board of Supervisors desires to authorize the County Treasurer to make the transfer of monies to SFKGSA for fiscal year 2024-2025 in accordance with the California Constitution and other applicable law.

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

1. The Board hereby finds that the foregoing recitals are true and correct.
2. The Board finds and determines that the transfer of monies to SFKGSA is in the public interest and serves a valid public purpose.
3. The Transfers of monies to SFKGSA is hereby approved for FY 2024-2025.
4. The County Treasurer is hereby authorized and directed to make the transfer to SFKGSA, from the total funds on deposit with the Treasurer.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ____ day of _____, 2024, by the following vote:

| | |
|----------|-------------|
| AYES: | Supervisors |
| NOES: | Supervisors |
| ABSENT: | Supervisors |
| ABSTAIN: | Supervisors |

Doug Verboon, Chairperson
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2024.

Catherine Venturella, Clerk
Board of Supervisor, County of Kings