

Board Members

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



Staff

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

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, August 8, 2023
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mfeee807c1d6b4a1cce0ae960f33aa401>

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.*

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Candace Cortez – Koinonia Church
PLEDGE OF ALLEGIANCE



- II. EMPLOYEE RECOGNITION – Kyria Martinez**
Recognize the winners of the 2023 County Employee Budget Book Photo Contest.
- III. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
- IV. APPROVAL OF MINUTES**
- A.** Report out of Closed Session from the regular meeting for August 1, 2023.
 - B.** Approval of the minutes from the regular meeting for August 1, 2023.
 - C.** Approval of the minutes from the special meeting for August 1, 2023.
- V. CONSENT CALENDAR**
- A. Human Services Agency:**
 - 1. Consider approving the advanced step hire of Jacinta Vargas for the position of Social Service Supervisor-Child Protective Services at Salary Range 238.0, Step 5, \$45.20/hour.
 - B. Job Training Office:**
 - 1. Consider approving the Application for Subsequent Local Area Designation and Local Board Recertification Program Year 2023-2025 to administer workforce services and resources under the Workforce Innovation and Opportunity Act.
 - C. Public Health Department:**
 - 1. Consider approving the advanced step hire of Michelle Mora, County Health Nurse, at Salary Range 220.0, Step 5, \$37.78/hour.
 - D. Public Works Department:**
 - 1. a. Consider declaring 31 vehicles as surplus;
 - b. Authorize the sale of the surplus at public auction.
 - 2. Consider approving the purchase with Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium for two Dodge Durango sport utility vehicles.
 - 3. Consider approving the Construction Agreement with R.E. Jacobs Construction for the Boardroom Improvement project.
- VI. REGULAR AGENDA ITEMS**
- A. District Attorney’s Office – Sarah Hacker**
 - 1. Consider approving the Agreement with Katie Smith for legal services, retroactively effective from July 16, 2023 for a term of one year.
 - B. Public Health Department – Rose Mary Rahn/Heather Silva**
 - 1. Consider adopting a Resolution proclaiming the month of August 2023 as National Breastfeeding Month in Kings County.
 - C. Administration – Kyria Martinez/Matthew Boyett/Domingo Cruz**
 - 1. Consider approving the Agreement with the Excelsior Kings River Resource Conservation District for American Rescue Plan Act relief funding.
 - 2. Consider approving the response to the Grand Jury report titled Follow Up to Corcoran Cemetery District Report 2021-2022.
 - 3. a. Overview of the Fiscal Year 2023-24 Proposed Budget and Final Budget changes;
 - b. Department budget reviews.



VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VIII. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer [Govt. Code Section 54957.6]**
Negotiators: 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
- ◆ **Workers Compensation: (3 Cases) [Govt. Code Section 54956.95]**
- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]**

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 15, 2023 at 9:00 a.m. in the Multi Purpose room, entrance is located across the hall from Board Chambers.

FUTURE MEETINGS AND EVENTS

August 15	9:00 AM	Regular Meeting – LOCATION WILL BE IN <u>MULTI-PURPOSE ROOM.</u>
August 22	9:00 AM	Regular Meeting
August 29	9:00 AM	Regular Meeting
September 5	-	Regular Meeting Canceled due to Labor Day Holiday on September 4, 2023
September 12	9:00 AM	Regular Meeting
September 12	2:00 PM	Regular Meeting - Board of Equalization

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

SUBMITTED BY: Administration –Kyría Martínez

SUBJECT: BUDGET BOOK PHOTO CONTEST WINNERS

SUMMARY:

Overview:

On April 5, 2023, the County Administrative Office launched a Countywide photo contest for all County employees. The photo contest winner will have their winning photo placed on the cover of the Adopted Fiscal Year 2023-24 County budget book.

Recommendation:

Recognize the winners of the 2023 County Employee Budget Book Photo Contest.

Fiscal Impact:

None.

BACKGROUND:

A Recommended Budget must be adopted by the Board of Supervisors by the end of June for the following year to authorize spending authority until the adoption of a Final Budget. In the past, the County budget book cover has been a single-color page chosen before the recommended budget book was adopted. To get the employees of the County involved in the design of the budget book cover, a photo contest was launched. Three categories were developed: “Best Agriculture Photo of Kings,” “Best Landscape Photo of Kings,” and “Best Historical Building Photo of Kings.” The contest will have four winners, one for each category and one for the overall winner with the winning photo being on the budget book. In order to participate, County employees had to submit a waiver for each photo submission. The waiver was approved as to form by County Counsel. The County received a total of 50 picture entries. Staff will provide the Board with a presentation outlining the contest winners.

BOARD ACTION:

APPROVED AS PRESENTED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Board Members

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



Staff

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

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, August 1, 2023
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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I. 9:00 AM

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian Church

PLEDGE OF ALLEGIANCE

MEMBERS PRESENT: NEVES, VALLE, ROBINSON, FAGUNDES

MEMBERS ABSENT: VERBOON

II.

UNSCHEDULED APPEARANCES

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

David Robinson, Kings County Sheriff welcomed and introduced the City of Corcoran’s New Police Chief Dave Putnam.

Dave Putnam, Chief of Corcoran Police Department stated Corcoran Police Department is in good hands.

Kimber Regan, Kings County resident, real estate broker and member of Sons of Liberty stated adding extra funds to the District Attorney’s office helps support public safety, use funds that are better for the community.

Bob Ramos, Kings County resident stated public safety and the District Attorney’s office is down 50% in prosecutors, the arrested need to be prosecuted and we need staff to do that.

The following employees of Kings County also spoke at Unscheduled Appearances:

Kevin Cook, Deputy District Attorney stated he appreciates the previous speakers and their comments and he appreciates all Deputy DA’s. The big issues for leaving are the perks from different counties, less court days and tele-work. We have to recruit from all over the state. With the salary survey we need to look at Kern County also. All counties are short attorney’s. Tulare County is promoting from within with other titles to give higher pay. We need to do what we can to hire the best people.

Grigor Momjyan, Deputy District Attorney stated he is a former Tulare County and now in Kings County. What is going on in Kings is what was going on in Tulare. In August there are ten active attorneys. Retention and recruitment and possibly overtime pay for current. Increase starting pay, there is a \$26,000 gap from Tulare to Kings.

Jason Lianides, Deputy District Attorney stated he is leaving Kings County. He started in 2000 as a Prosecuting attorney. There are less people going to law school and less passing the Bar. There has to be attraction to get people to Kings County. Need law enforcement plus prosecuting attorney’s. He is leaving Kings County for money.

Vicente Reyes, Deputy District Attorney stated he is from Tulare County and worked in Tulare County. In 2019, he moved to Kings County for the benefits. Kings County has not upped benefits for recruitment. Recruiting transplants is a key issue for the Board of Supervisors to consider.

Randell Harper, Minor’s Advocate Attorney stated she is a member of the Prosecutors Union. This is across all attorney positions in Kings County.



Carolyn Leist, Human Resources Director stated Human Resources received two applications for District Attorney's last week, they are working on re-organization, recruiting at level 1 step 5 and \$5,000 retention bonus. Efforts that Kings County is doing: tele-work was offered and the summer schedule, Prosecutors have been offered to work from home.

Marie Waite, Child Support Services Director stated what we do for one attorney group we need to do for all.

Sarah Hacker, District Attorney stated after her item was tabled last week, she met with the Prosecutor's Union. Invited Board of Supervisors, Administration and Union to solve this problem.

Diane Freeman, County Counsel stated to bring this back and get this agendaed. This discussion is possibly a violation of the Brown Act.

Kyria Martinez, County Administrative Officer stated we will have a study session that is agendaed that all can speak, and everyone in the room can have an opportunity to address the matter.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for July 25, 2023.

DIANE FREEMAN, COUNTY COUNSEL STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION AT THEIR JULY 25, 2023 MEETING.

B. Approval of the minutes from the regular meeting for July 25, 2023.

ACTION: APPROVED AS PRESENTED (RF, JN, RR, RV – AYE, DV - ABSENT)

IV. CONSENT CALENDAR

A. Human Services Agency:

1. Consider approving the first amendment to Agreement with Champions Recovery Alternative Programs Incorporated for parenting education services effective September 1, 2023 through August 31, 2024. **[AGMT 22-011.1]**

B. Administration:

1. Consider approving the first amendment to Agreement with Vanir Construction Management Incorporated for capital project management services effective August 1, 2023 through June 30, 2024. **[AGMT 21-094.1]**

ACTION: APPROVED AS PRESENTED (JN, RR, RF, RV – AYE, DV - ABSENT)

V. REGULAR AGENDA ITEMS

A. Child Support Services – Marie Waite

1. Consider adopting a Resolution proclaiming August 1, 2023 through August 31, 2023 as Child Support Awareness Month in Kings County. **[RESO 23-050]**

ACTION: APPROVED AS PRESENTED (RF, RR, JN, RV – AYE, DV - ABSENT)

B. Administration – Kyria Martinez/Domingo Cruz

1. a. Consider adopting a Resolution ratifying the County Health Officer's continuing declaration of a local health emergency due to floodwater contamination and vector borne illness issued on July 27, 2023; **[RESO 23-055]**
b. Continue to declare a local emergency due to floodwater contamination and vector borne illness caused by recent flooding in Kings County.

ACTION: APPROVED AS PRESENTED (JN, RR, RF – AYE, RV – NO, DV - ABSENT)



VI. STUDY SESSION

A. Administration – Kyria Martinez/Matthew Boyett/Alex Walker

1. Receive an overview of the Kings County growth and benefits.

The Board received information and discussed additions to the presentation. Comments were also received from the following Kings County employees: Sheriff Dave Robinson, Minor’s Advocate Attorney Randell Harper, Behavioral Health Director Lisa Lewis, Fire Chief Bill Lynch, District Attorney Sarah Hacker, County Counsel Diane Freeman, Human Resources Director Carolyn Leist.

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 continues to engage in Tulare Lake issues, attended Kings Waste and Recycling Authority meeting, attended the Master Plan for Aging meeting, attended the South Fork Kings Groundwater Sustainability Act special meeting, and announced that Hugh Hanley former 22 year Agriculture Commissioner had passed away in June.

Supervisor Fagundes stated he attended the Kings Waste and Recycling Authority meeting with Supervisor Neves.

Supervisor Robinson stated he attended California State Association of Counties final training for new Supervisors.

Supervisor Valle thanked the departments and personnel who removed graffiti at Home Gardens community park.

- ◆ **Board Correspondence: The Board received correspondence dated July 26, 2023 from the Tulare Lake Reclamation District regarding an all mail ballot election that will be conducted on November 14, 2023. The Board received correspondence dated July 27, 2023 from South Fork Kings Groundwater Sustainability Agency regarding Notice of Proposed Amendment of Groundwater Sustainability Plan. The Board received a meeting notice and agenda on July 27, 2023 from Central Valley Regional Water Quality Control Board for a meeting that will be held on August 10, 2023.**
- ◆ **Upcoming Events: The Kings County Library will be hosting a free Peanut’s Playhouse Show with ventriloquist Kasandra on August 1 at 11am at the Avenal Branch Library and 2:30pm at the Kettleman City Branch Library. Lemoore Police Department will host their first “Cars & Cops” car show on August 5 at the Lemoore Sports Complex from 9am-1pm. There will be a Student Success Resource Fair on Sunday, August 6 from 12pm-3pm at the Longfield Center located in Hanford. Free food and resources for students. The City of Avenal is hosting a Kids Karate Class for ages 6-13 years old beginning August 21 and continuing on Monday’s thereafter from 6pm-8pm. The Lemoore Lions Club will be hosting its annual Brewfest on August 26 from 5pm-9pm at the Lemoore Lions Park. Save the date for the ribbon cutting of the Kings Building August 30 from 9am-1pm. There will be a Links for Life Pink Passion Picnic on Tuesday, October 17, 2023. Doors open at 10:30am and tickets are \$35 and must be purchased in advance. 100% of the proceeds stay in Kings County and provide direct services.**
- ◆ **Information on Future Agenda Items: Administration – Final Budget Hearing, Excelsior Kings River Resource Conservation District ARPA Funds Agreement, and Photo Contest Winner Award and Presentation; Human Services Agency – Advanced Step Hire; Job Training Office – Local Area Subsequent Designation and Local Board Recertification Application; Public Health – Resolution**



proclaiming National Breastfeeding Month and Advanced Step Hire; Public Works Department – Surplus Vehicles/Equipment Declaration, Fleet Vehicle Purchase and Boardroom Improvement Project Approval of Contract.

VIII. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor’s Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy’s Association
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association
 - Prosecutor’s Association
 - Unrepresented Management
- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]**
- ◆ **Conference with Real Property Negotiator [Government Code Section 54956.8]**
Property APNs: 010-310-049-000
 010-310-035-000
 010-310-052-000
Agency Negotiator: Kyria Martinez
Negotiation Parties: Mark Hong
Under Negotiation: Price and Terms of Payment

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 8, 2023 at 9:00 a.m.
EFFECTIVE AUGUST 15, THE BOARD OF SUPERVISORS MEETINGS WILL BE HELD IN THE MULTI PURPOSE ROOM.

FUTURE MEETINGS AND EVENTS	
August 8	9:00 AM Regular Meeting
August 8	10:00 AM FY 2023/2024 Final Budget Hearings
August 15	9:00 AM Regular Meeting – LOCATION WILL BE IN <u>MULTI-PURPOSE ROOM.</u>
August 22	9:00 AM Regular Meeting
August 29	9:00 AM Regular Meeting
<p><i>Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.</i></p>	

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



Staff

Kyria Martinez, Acting Co. Admin. Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Special Meeting Action Summary

Date: Tuesday, August 1, 2023
Time: 10:00 a.m. or soon thereafter the regular meeting
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 10:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
MEMBERS PRESENT: NEVES, VALLE, ROBINSON, FAGUNDES
MEMBERS ABSENT: VERBOON



II. UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item. NONE

III. REGULAR AGENDA ITEMS

A. Administration – Kyria Martinez/Matthew Boyett

1. Consider issuing the Fifth Order amending the Fourth Order of the Board of Supervisors in response to a local emergency due to flooding.

ACTION: APPROVED AS AMENDED (JN, RR, RF, RV – AYE, DV – ABSENT)

IV. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 8, 2023 at 9:00 a.m.

EFFECTIVE AUGUST 15, 2023 THE BOARD OF SUPERVISORS MEETINGS WILL BE HELD IN THE MULTI PURPOSE ROOM.

FUTURE MEETINGS AND EVENTS

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August 22	9:00 AM	Regular Meeting
August 29	9:00 AM	Regular Meeting

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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 August 8, 2023

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Jay Wood
SUBJECT: ADVANCED STEP HIRE FOR SOCIAL SERVICE SUPERVISOR-CHILD PROTECTIVE SERVICES

SUMMARY:

Overview:

The Human Services Agency (HSA) has selected Jacinta Vargas to fill the position of Social Service Supervisor-Child Protective Services (CPS).

Recommendation:

Approve the advanced step hire of Jacinta Vargas for the position of Social Service Supervisor-Child Protective Services at Salary Range 238.0, Step 5, \$45.20/hour.

Fiscal Impact:

There is no impact to the County General Fund with this action. Sufficient funds were included in the Fiscal Year 2023-24 Recommended Budget within Budget Unit 510000 for this position.

BACKGROUND:

The appointment of a candidate to an advanced step hire, above the third step within a salary range, requires the approval of the Board (Personnel Rule 13051).

This is a request for approval of the appointment of Jacinta Vargas as Social Service Supervisor-CPS at Range 238.0, Step 5 (\$45.20).

Jacinta Vargas brings more than 21 years of experience working with high-risk youth including over 19 years of experience as a Social Worker. Jacinta currently works as a Social Work Supervisor for Fresno County’s Child Welfare division. She has been a Social Service Supervisor for over five years.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____

Agenda Item

ADVANCED STEP HIRE FOR SOCIAL SERVICE SUPERVISOR-CHILD PROTECTIVE SERVICES

August 8, 2023

Page 2 of 2

Jacinta's experience expands over multiple programs of Child Welfare that include Family Reunification, Independent Living, School-Based Social Work, In-Home Supportive Services, Emergency Response, and working as a Court Officer on Juvenile Dependency matters. During Jacinta's tenure with Fresno County, she was assigned to oversee Emergency Response and provided oversight to the afterhours on-call program.

Jacinta possesses advanced knowledge of the principles and practices of employee supervision and staff development including interviewing, selecting, training, assigning, evaluating, promoting, and disciplining subordinate staff. Jacinta is knowledgeable in laws, rules, and regulations that govern social services programs, dynamics of neglect and abuse, substance abuse mental health issues, crisis intervention, and the challenges that children, adults, minorities, and those with disabilities face. Jacinta's skills and ability to organize, develop training plans and collaborate with staff at all levels will greatly benefit HSA. Jacinta understands and can demonstrate the ability to effectively communicate with both internal and external system partners. Jacinta has completed her core competencies for child welfare supervision and is able to quickly transition into her new role in Kings County.

HSA would like to offer Jacinta Vargas a salary of \$45.20 an hour (Range 238.0, Step 5). This offer ensures HSA hires a seasoned supervisor with the professional acumen that can immediately contribute to the team.

Human Resources has reviewed the qualifications of the candidate and supports the advanced step hire request.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

SUBMITTED BY: Job Training Office – Julieta Martinez

SUBJECT: KINGS COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD
RECERTIFICATION

SUMMARY:

Overview:

In order to administer workforce services and resources under the Workforce Innovation and Opportunity Act, each local area is required to apply for recertification. The process and requirements of recertification are specified in the California Employment Development Department Active Directive WorkforceServicesDirectives18-4.

Recommendation:

Approved the Application for Subsequent Local Area Designation and Local Board Recertification Program Year 2023-2025 to administer workforce services and resources under the Workforce Innovation and Opportunity Act.

Fiscal Impact:

There is no cost associated with this application. Failure to execute the application and submission to the California Workforce Development Board may result in decertification and withdrawal of federal workforce funding.

BACKGROUND:

The Workforce Innovation and Opportunity Act Sections 106 and 107 provide criteria for subsequent designation of local workforce areas and recertification of local workforce development boards. Specifically, the Governor is required to certify one local board for each local area in the State that has received initial designation status. Kings County has received initial designation status as a local workforce area, and

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KINGS COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD RECERTIFICATION

August 8, 2023

Page 2 of 2

Workforce funding is administered by the Kings County Workforce Development Board, through the Kings County Job Training Office. The Kings County Workforce Development Board is a business led board that is appointed by the Kings County Board of Supervisors. The County Workforce Development Board is tasked with providing opportunities for eligible resident to receive subsidized training and employment opportunities to secure a living wage. This in turn provides access to local businesses to a skilled workforce, helping to stimulate economic growth.

Recertification of local boards takes place every two years, and is based upon several factors, including performance and board composition compliance.

**Local Area Subsequent Designation
and
Local Board Recertification Application
for
Program Year 2023-25**

Local Workforce Development Area

Kings County

Application for Local Area Subsequent Designation and Local Board Recertification

This application will serve as your request for Local Workforce Development Area (Local Area) subsequent designation and Local Workforce Development Board (Local Board) recertification for Program Year (PY) 2023-25 under the *Workforce Innovation and Opportunity Act* (WIOA).

If the California Workforce Development Board (CWDB) determines the application is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your [Regional Advisor](#) for technical assistance or questions related to completing and submitting this application.

Completed applications must be submitted by 5 p.m. on Friday, May 26, 2023, to the CWDB at PolicyUnit@cwdb.ca.gov.

Kings County Workforce development Board

Name of Local Area

124 N. Irwin Street

Mailing Address

Hanford, Ca 93230

City, State, ZIP

Date of Submission

Julieta Martinez

Contact Person

559-852-4960

Contact Person's Phone Number

Local Board Membership

The WIOA Section 107(b)(2)(A) through (E) states the requirements for nominating and selecting Local Board members.

1. Provide the names of the individuals appointed for each membership category listed below.
2. Attach a roster for the current Local Board.

Category: Business – WIOA Section 107(b)(2)(A) requires that business members constitute a simple majority of the Local Board, and WIOA Section 107(b)(3) states that the chairperson shall also be a member under this category. Specifically, a majority of the Local Board’s business members shall constitute the following representatives under this membership category:

- Owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
- Representatives of businesses, including small businesses or business organizations; and
- Individuals appointed by those who have been nominated by local business organizations and business trade associations.

Please list the Local Board’s business members and identify the chairperson by typing CHAIR after their name:

Local Board Business Members

Name	Title	Entity	Appointment Date	Term End Date
Nancy Silva CHAIR	Co-Owner	Silva Dental	Original- 3/21/2009	6/30/2025
Jeanette Tackett CHAIR	Owner	JH Tackett Marketing, Inc.	Original- 5/12/2015	6/30/2025
Joanne Doerter	General Manager	Hanford Mall	Original- 4/30/2013	6/30/25
Buzz Felleke	Owner	B&D Quality Cleaners/Rebekah's Epresso/Joshua's Roasting	Original- 5/15/2012	6/60/2025
Pauline Hershey	Owner	All Valley Printing	Original- 2/25/2003	6/30/2025
Jerek Lacey	Economic Devl Consult.	So Cal Edison	2/4/2020	6/30/2025
Tony Martin	Manager	Aqua Azul Corp	Original- 6/9/2013	6/30/2025
Janet Long	Economic Developer	Bank of the West	Original- 5/31/2000	6/30/2024
Antonio Martin		Aqua Azul Water Corp	Original- 6/13/2019	6/30/2026
Miguel Ramirez	Rep	SoCalGas	Original- 6/28/2022	6/30/2026
Dan Ramirez	Admin Service Manager	Proteus	Original - 2/13/2018	6/30/2026

Category: Labor – At least 20 percent of the Local Board members shall be labor representatives from the Local Area's workforce. Specifically, the Local Board shall have labor representatives under this membership category from the following entities (WIOA 107[b][2][B]):

- Labor organizations (for a Local Area in which employees are represented by labor organizations) and who have been nominated by local labor federations, or (for a Local Area in which no employees are represented by such organizations) other representatives of employees.
- A member of a labor organization or a training director from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists.

Members may be representatives from community-based organizations with demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, veterans, or individuals with disabilities; and organizations with demonstrated

experience and expertise in addressing the employment, training, or education needs of eligible youth and/or out-of-school youth.

California Unemployment Insurance Code (CUIC) Section 14202(b)(1) further requires and specifies that at least 20 percent of Local Board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. For a Local Area in which such organizations represent no employees, other representatives of employees shall be appointed to the Local Board, but any Board that appoints representatives of employees not nominated by local labor federations must demonstrate that no employees are represented by such organizations in the Local Area.

List the Local Board’s labor members:

Local Board Labor Members

Name	Title	Entity	Appointment Date	Term End Date
Ronnie Jungk	Director of Membership Development	IEW Local 100	6/28/2016	6/30/3025
Paul Guerro	Business Rep	N. CA. Carpenters	Original-6/27/2023	6/30/2026

Category: Education – WIOA Section 107[b][2][C] requires that each Local Board include members who represent entities that administer education and training activities in the Local Area. Specifically, the Local Board shall have education representatives under this membership category from the following entities:

- Eligible Title II adult education and literacy providers.
- Institutions of higher education providing workforce investment activities.

Members may be representatives from local educational agencies and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

List the Local Board’s education members:

Local Board Education Members

Name	Title	Entity	Appointment Date	Term End Date
Kris Costa	Dean Career Tech Ed	West Hills College	4/4/2020	6/30/2026

Category: Economic and Community Development – WIOA Sections 107[b][2][D] and [E] require each Local Board to include governmental, economic, and community development representatives under this membership category from the following entities:

- Economic and community development organizations.
- The state’s employment service office under the Wagner-Peyser Act.
- Programs carried out under Title I of the federal Rehabilitation Act.

A Local Board may have representatives from transportation, housing and/or public assistance agencies; philanthropic organizations; and/or an individual or representatives of entities determined to be appropriate by the local CEO.

List the Local Board’s economic and community development members:

Local Board Economic and Community Development Members

Name	Title	Entity	Appointment Date	Term End Date
Jeanette Tackett	Chairperson	Economic Development Corp.	Original-7/1/2014	6/30/2026
Richard Valle	Spervisor District 2	Kings County	1/30/2019	Open
Wendy Lomelli	Employment Program Manager III	EDD	Original-5/9/2017	6/30/2026
Robert Kleyn	Staff Services Manager	DOR	Original-6/12/2010	6/30/2026

Performed Successfully

The Local Area hereby certifies that it has performed successfully, defined as having an Individual Indicator Score of 50% or higher in PY 20-21 or PY 21-22, as described in Workforce

Services Directive WSD20-02, *Calculating Local Area Performance and Nonperformance* (September 18, 2020), for the following primary indicators of performance:

- Employment Rate 2nd Quarter After Exit
- Median Earnings

Note: Please report your “performance score” rather than the “adjusted level of performance.”

PY 20-21 Individual Indicator Scores

Indicators of Performance	Adults	Dislocated Workers
Employment Rate 2 nd Quarter After Exit	<u>58.2%</u>	78.8%
Median Earnings 2 nd Quarter After Exit	<u>\$8,506</u>	<u>\$10,230</u>

PY 20-21 Individual Indicator Scores

Indicators of Performance	Youth
Employment or Education Rate 2 nd Quarter after Exit	<u>60%</u>
Median Earnings	<u>\$6,320</u>

PY 21-22 Individual Indicator Scores

Indicators of Performance	Adults	Dislocated Workers
Employment Rate 2 nd Quarter After Exit	<u>57.5%</u>	<u>56.1%</u>
Median Earnings 2 nd Quarter After Exit	<u>\$9,855</u>	<u>\$10,628</u>

PY 21-22 Individual Indicator Scores

Indicators of Performance	Youth
Employment or Education Rate 2 nd Quarter after Exit	<u>60.4%</u>

Median Earnings	\$6,062
-----------------	---------

Sustained Fiscal Integrity

The Local Area hereby certifies that it has not been found in violation of one or more of the following during PY 20-21 or PY 21-22:

- *Final determination of significant finding(s)* from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or improperly expended funds due to the willful disregard or failure to comply with any WIOA requirement.
- *Gross negligence* – defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.
- *Failure to observe accepted standards of administration* – Local Areas must have adhered to the applicable uniform administrative requirements set forth in Title 2 *Code of Federal Regulations* (CFR) Part 200.

Certify No Violation:

Engaged in Regional Planning

Engaged in regional planning is defined as participating in and contributing to regional planning, regional plan implementation, and regional performance negotiations. The Local Area hereby certifies that it has participated in and contributed to regional planning and negotiating regional performance measures in the following ways:

The Kings County Workforce Development Board was very active in the regional Planning Process through regular meetings with other local workforce areas in the region, collaborating on regional planning, coordinating regional planning forums for public involvement, and through other actions.

The Kings County Workforce Development Board also engages in regional performance measure negotiations as exemplified during the negotiation calls, which all workforce development areas in the San Joaquin Valley and associated counties Regional Planning Unit were present.

Local Area Assurances

Through PY 23-25, the Local Area assures that:

- A. It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include:

- The Local Area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The Local Area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

- B. All financial reporting will be done in compliance with federal and state regulations and guidance.

Highlights of this assurance include the following:

- Reporting will be done in compliance with Workforce Services Directive WSD19-05, *Monthly and Quarterly Financial Reporting Requirements*, (December 4, 2019).
- All close out reports will comply with the policies and procedures listed in WSD16-05, *WIOA Closeout Requirements* (July 29, 2016).

Note that failure to comply with financial reporting requirements will subject the Local Area to potential cash hold. (Title 2 CFR Section 200.338)

- C. Funds will be spent in accordance with federal and state laws, regulations, and guidance.

Highlights of this assurance include the following:

- The Local Area will meet the requirements of the *CUIC Section 14211*, to spend a minimum of 30 percent of combined total of WIOA Title I adult and dislocated worker formula fund allocations on training services.
- The Local Area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).

- D. The Local Area will select the America's Job Center of CaliforniaSM operator(s) through a competitive procurement process, such as a Request for Proposals, unless designated or certified as an operator with the agreement of the local CEO and the Governor (WIOA Section 121[d][2][A] and 107[g][2]).

- E. The Local Area will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBSSM reporting requirements and deadlines.
- F. The Local Area will comply with the nondiscrimination provisions of WIOA Section 188 and 29 CFR Part 38, including the collection of necessary data.
- G. The Local Area will engage in and contribute to, regional planning and regional plan implementation (for example, the Local Area has participated in regional planning meetings and regional plan implementation efforts, and the Local Board and local CEO have reviewed and approved the regional plan and two-year modifications).
- H. The Local Area will participate in regional performance negotiations.
- I. The Local Area will comply with CWDB policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
- J. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and *Training and Employment Guidance Letter* [TEGL] 10-09, and TEGL 19-16).

Application Signature Page

Instructions – The local CEO and Local Board Chair must sign and date this form. Electronic signatures are permitted for the PY 23-25 application.

By signing the application below, the local CEO and Local Board Chair request subsequent designation of the Local Area and recertification of the Local Board. Additionally, they agree to abide by the Local Area assurances included in this application.

Local Workforce Development Board Chair

Local Chief Elected Official


Signature

Signature

Nancy Silva
Name

Name

Chairperson-Kings County WDB
Title

Title

7/25/2023
Date

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 August 8, 2023

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

SUBJECT: ADVANCED STEP HIRE

SUMMARY:

Overview:

The Kings County Department of Public Health is requesting the approval to hire Michelle Mora as a County Health Nurse at Step 5, which requires Board approval under Personnel Rule 13051. County Administration and Human Resources support this request.

Recommendation:

Approve the advanced step hire of Michelle Mora, County Health Nurse, at Salary Range 220.0, Step 5, \$37.78/hour.

Fiscal Impact:

This position and its associated salary were included in the Fiscal Year 2023-24 recommended departmental budget for Budget Unit 411300. There have been salary savings due to the long-term inability to fill nurse vacancies.

BACKGROUND:

The position of County Health Nurse has been a difficult to fill position and is a necessity for the department to run efficiently for the community members of Kings County. Michelle Mora is a Licensed Vocational Nurse for the department and has been with the department since 2017. Recently she completed her education and received her Registered Nursing license on June 13, 2023. Michelle is currently working in the Infection Prevention unit, working with Skilled Nursing Facilities and Assisted Living facilities, to ensure these facilities are up to date on requirements to ensure the safety of the most vulnerable populations in the County. Michelle has also assisted with the Communicable Disease Unit, the Public Health clinic, as well as the Health Officer with investigations on other public health concerns within the community. Michelle is scheduled to resume school in September of 2023 to pursue her Bachelor of Science in Nursing degree, and the advance step will assist the department in retaining a valuable member of the Public Health team.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

SUBMITTED BY: Public Works Department - Dominic Tyburski/Rhonda Mann

SUBJECT: SURPLUS VEHICLES/EQUIPMENT DECLARATION

SUMMARY:

Overview:

The Public Works Department is seeking authorization to declare thirty-one (31) vehicles as surplus.

Recommendation:

- a. Declare 31 vehicles as surplus;
- b. Authorize the sale of the surplus at public auction.

Fiscal Impact:

There is no impact to the General Fund. Revenues from the sale of these fixed assets will be deposited into the Public Works Department's Budget Unit 925600 (Fleet), Account Number 88007 (Sale of Surplus) and Budget Unit 311000 (Roads) 88007 (Sale of Surplus) and Budget Unit 510000 (Human Services) Account Number 88025 (Other Revenue).

BACKGROUND:

The Fleet Division of Public Works has 31 vehicles which have been taken out of service as listed below. These vehicles and equipment are eligible to be designated as "surplus" and offered at public auction at this time. Most of the vehicles have met the mileage and/or age requirement to be sold. The vehicles that have not met the requirement have repair issues or usage challenges. Many of these vehicles have been replaced with new vehicles this current year. Public Works is diligently working to sell them quickly to generate a higher surplus value.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

SURPLUS VEHICLES/EQUIPMENT DECLARATION

August 8, 2023

Page 2 of 2

Number	VIN#	Department	Year	Mileage	Make	Model	Reason
529010	4T1BD1FK5FU171819	Human Services	2015	71,671	Toyota	Camry	Age
529005	4T1BD1FK4GU183638	Human Services	2016	73,894	Toyota	Camry	Age
529004	4T1BD1FK9GU183554	Human Services	2016	81,035	Toyota	Camry	Age
529001	4T1BD1FKXGU183546	Human Services	2016	71,345	Toyota	Camry	Age
52956	4T1BE46KX7U031488	Probation	2007	146,375	Toyota	Camry	mileage
52976	4T1BB46K38U040155	Probation	2008	132,706	Toyota	Camry	mileage
529070	4T1BD1FK5FU172369	Human Services	2015	69,715	Toyota	Camry	Age
529090	4T1BD1FK5FU172615	Human Services	2015	56,856	Toyota	Camry	Age
529011	5TDZK3DC1GS696074	Human Services	2016	47,287	Toyota	Camry	Age
529001	4T1BD1FKXGU183546	Human Services	2016	71,345	Toyota	Camry	Age
529002	4T1BD1FK3GU183551	Human Services	2016	66,830	Toyota	Camry	Age
529003	4T1BD1FK5GU183552	Human Services	2016	44,943	Toyota	Camry	Age
529006	4T1BD1FKXGU183644	Human Services	2016	75,951	Toyota	Camry	Age
529007	4T1BD1FK6GU183656	Human Services	2016	60,882	Toyota	Camry	Age
529008	4T1BD1FK8GU183738	Human Services	2016	43,657	Toyota	Camry	Age
529009	5TDZZ3DC3HS833514	Human Services	2017	38,688	Toyota	Camry	Age
529014	2C3CDXAT4HH569707	Human Services	2017	23,166	Toyota	Camry	Age
52734	1GCEC19V13E254244	Sheriff	2003	112,915	Chevrolet	C-1500	mileage
52752	2GCEK13T051352096	Sheriff	2005	150,862	Chevrolet	Silverado	mileage
52961	4T1BE46K87U538650	Sheriff	2007	108,664	Toyota	Camry	mileage
52964	4T1BE46KX7U039560	Sheriff	2007	76,480	Toyota	Camry	Age
521660	1FMZK1YM2FKB00611	Human Services	2015	90,391	Ford	Van 150	mileage
56013	JM3LW28J140524176	Sheriff	2004	171,802	Mazda	MPV Van	mileage
56010	3GNEC120X7G117064	Sheriff	2007	226,623	Chevrolet	Avalanche	mileage
53009	5TFJU4GNXCX021631	Sheriff	2012	224,879	Toyota	Tacoma	mileage
52064	1GNSCAE07BR308626	Motorpool	2011	127,433	Chevrolet	SUV	mileage
52360	3FAHP0GA1CR249186	Motorpool	2008	188,816	Ford	Fusion	mileage
52380	3FAHP0GA9CR119432	Motorpool	2012	80,873	Ford	Fusion	Age
52896	2B3LA43T79H597407	Motorpool	2009	159,834	Dodge	Charger	mileage
55004	3GCUKPEC7FG249214	Motorpool	2015	108,986	Chevrolet	C-1500	mileage
51209	1HTJTSKR98H637519	Roads	2008	56,489	International	4300M7	Age



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

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

SUBJECT: FLEET VEHICLE PURCHASE

SUMMARY:

Overview:

The Fleet Division is requesting to purchase two new patrol-rated Dodge Durangos, which were included in the Fiscal Year (FY) 2023-24 Recommended Budget.

Recommendation:

Approve the purchase with Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium for two Dodge Durango sport utility vehicles.

Fiscal Impact:

This purchase will not impact the General Fund as the purchase price of \$103,400 will be paid from the Fleet Fund. Appropriations for this purchase are included in the FY 2023-24 Recommended Budget.

BACKGROUND:

The Fleet Department has used Sourcewell's purchasing consortium as it serves government, education and nonprofit organizations with a cooperative purchasing program that manages solicitation requirements and offers a network of awarded contracts. The County has utilized this service for several years, and it complies with the County approved purchasing requirements.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

July 21, 2023

Mel Laningham
County of Kings
11827 11th Ave
Hanford, Ca 93230
Delivery Via Email
Dear Mr. Laningham,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Lehr, new/unused 2024 Dodge Durango Pursuit V-6 AWD Admin responding to your requirement with the attached specifications for \$42,535.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAFG. Color, White and TBD

	One unit MSRP	Selling Price	Total Savings	Extended units (2)	Total Savings
2024 Dodge Durango Pursuit V-6 AWD Admin	46,505.00	42,535.00	8.54%	85,070.00	7,940.00
Lehar Upfit		4,630.81		9,261.62	
Sub Total		47,165.81		94,331.62	
Sales Tax		4,362.84		8,725.67	
Tire Tax		8.75		17.50	
Transport		125.00		250.00	
Total		51,662.40		103,324.79	

Delivery 150-180 days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
626-457-5590 O
714-264-1867 C
Buzzard5150@gmail.com





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

SUBMITTED BY: Public Works Department –Dominic Tyburski/Jim Henderson
SUBJECT: KINGS COUNTY BOARD OF SUPERVISORS BOARDROOM
IMPROVEMENTS PROJECT

SUMMARY:

Overview:

On June 6, 2023, your Board awarded the Kings County Board of Supervisors Boardroom Improvements project to R.E. Jacobs Construction. The project consists of floor improvements to enhance mobility and to replace worn and/or out of compliance equipment, improve lighting fixtures, install new flooring, etc. The bid amount submitted by R.E. Jacobs Construction is in the amount of \$454,000.

Recommendation:

Approve the Construction Agreement with R.E. Jacobs Construction for the Boardroom Improvement project.

Fiscal Impact:

There is no impact to the General Fund. Funding for the project was secured through the American Rescue Plan Act (ARPA) in the amount of \$1,150,000. To date, \$354,656 has been expended and/or encumbered, leaving a balance of \$795,344 available. The cost of this agreement is \$454,000 and is accounted for in Budget Unit 700000.

BACKGROUND:

The State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act (ARPA), was signed into law by President Biden on March 11, 2021. The bill includes \$65.1 billion in direct, flexible aid to every county in America. An additional \$65.1 billion has been allocated to States, metropolitan cities, and non-entitlement units of local government.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KINGS COUNTY BOARD OF SUPERVISORS BOARROOM IMPROVEMENTS PROJECT

August 8, 2023

Page 2 of 3

Kings County received a total of \$29,706,802 from ARPA. The funds are intended to provide support in responding to the impact of COVID-19 and their efforts to contain COVID-19 in their communities, residents, and businesses.

On August 3, 2021, a request for American Rescue Plan Act funding in the amount of \$150,000 was brought to the Board for improvements which included upgrades to the audio-visual equipment and to remove hazardous materials in the ceiling and to improve the existing lighting in the room. In September 2022, Board of Supervisors staff requested additional funds in the amount of \$500,000. To date \$354,656 has been expended from the awarded \$650,000 to date.

During reviews with Board members, Information Technology staff, Administration staff, Public Works staff and Community Development staff, it was determined that improvements were necessary to bring the room compliant with the Americans with Disabilities Act (ADA) for mobility and a new podium along with additional upgrades to the audio-visual components already procured to not just meet the current needs but future needs for Board members, staff presenting to the Board and the public.

All requested funds are intended for upgrades to the Board Chambers to make the chambers more accessible as the current chambers are not equipped to permanently hold virtual meetings. The dais where the Board sits was built in 1977 and the current countertop does not allow for access through modern technology for Board members and other entities who may be disabled with the only access through the Administration office. The boardroom will be improved to have an ADA compliant podium, access ramp to the dais with enough spacing to not allow congregate setting when speaking. During the remediation and improvements to the ceiling, the contractor and the Public Works Department will have access to the central heating and cooling system, electrical components for equipment, and fire suppression systems to inspect and repair before the installation of new technology equipment.

The project for the upgrades was started in 2021, but due to the time to process the plans and contracts, as well as delays from the pandemic, production issues, increases in the scope of work and increases in costs, additional funds from ARPA were requested in the amount of \$500,000. This would cover the cost of this contract which was the only bid received by the County.

Pursuant to the State Treasury's guidance, Fiscal Recovery Funds can be used to cover costs incurred beginning on March 3, 2021, with the exception to some categories, and all funds must be obligated by December 31, 2024. All funds must be spent, and all work completed by December 31, 2026. This period during which recipients can expend funds is considered the "period of performance."

Local relief funds are described in four primary categories which are as follows:

- Respond to the public health emergency or its negative economic impacts.
- Respond to workers performing essential work during COVID-19.
- The provision of government services to the extent of the reduction of revenue due to COVID-19.
- Make necessary investments in water, sewer, and broadband infrastructure.

Agenda Item

KINGS COUNTY BOARD OF SUPERVISORS BOARROOM IMPROVEMENTS PROJECT

August 8, 2023

Page 3 of 3

Within these broad expenditure categories, counties have flexibility to decide how best to use the funding to meet specific community needs with the goal of responding to the COVID-19 public health emergency and its economic impacts. The items presented today fall in the categories of responding to the public health emergency or its negative economic impacts and the provision of government services.

The Board awarded the project to R.E. Jacobs Construction on June 6, 2023. After submittal of all required bonds and insurance certificates, etc., the Construction agreement is before the Board for approval and signature.

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

**COUNTY OF KINGS
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**



**CONSTRUCTION AGREEMENT
KINGS COUNTY BOARD OF SUPERVISORS BOARDROOM
IMPROVEMENTS PROJECT**

County Bid No. 2023 – 37

County Project No. 070048

Award Date: _____, 2023

CONSTRUCTION AGREEMENT

CONSTRUCTION AGREEMENT

For

KINGS COUNTY BOARD OF SUPERVISORS BOARDROOM IMPROVEMENTS

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the County of Kings, hereinafter referred to as "Owner", and R.E. Jacobs Construction, hereinafter referred to as "Contractor"

That the parties hereto, for and in consideration of the covenants, promises and agreements to be made, kept and performed as hereinafter set forth, do agree as follows:

ARTICLE 1 **THE CONTRACT DOCUMENTS**

The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents: The Notice to Contractors, the Bonds, the Instruction to Bidders, the Accepted Bid Proposal, all Addenda, this Construction Agreement, the General Conditions, Supplemental Conditions the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. The Contract, Drawings, and Specifications are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 9. In case of any conflict among the Contract Documents, this Agreement shall take precedence over the other listed documents, followed by any validly approved Change Orders. The Supplemental Conditions, the Drawings, the Specifications, and the Bonds (if in a form approved by the County), shall take next precedence, followed by the General Conditions, followed by the remaining documents listed above in the order presented.

ARTICLE 2 **THE WORK**

The Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation and services necessary to complete the construction of the **KINGS COUNTY BOARD OF SUPERVISORS BOARDROOM IMPROVEMENTS** and in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

ARTICLE 3 **TIME FOR COMPLETION:**

3.1 For the purpose of determining the contract completion date, the date of commencement shall be ten (10) calendar days after receipt of written Notice to Proceed, or if no such written Notice to Proceed is issued, it shall be 10 calendar days from the date of this Agreement.

3.2 The Base Bid Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **one hundred twenty (120) calendar days** from the date of commencement for the base bid.

ARTICLE 4 **THE CONTRACT PAYMENT**

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1 hereof in strict accordance with the Plans and Specifications therefore, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of **\$ 454,000.00** lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
Not Applicable.

ARTICLE 5 **PROGRESS PAYMENTS**

5.1 Applications for Payment shall be submitted monthly in a timely manner by the Contractor on or before the date mutually agreed upon by the Owner and Contractor. The form shall be approved by the Owner.

5.2 Progress Payments shall be made once each month, on or about a date to be determined by the Owner. The amount shall be based on the percent completion of each portion of work completed at the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

ARTICLE 6 **FINAL PAYMENT**

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when 1) the Contract has been fully performed by the Contractor, and 2) a final Certificate for Payment has been issued by the Inspector. Such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion, subject to any retention on pending stop payment notices pursuant to Civil code Section 9350, et seq., and subject to the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid.

6.2 Pursuant to Public Contract Code Sections 7107 and 7201, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code section 7107.

ARTICLE 7 **MISCELLANEOUS**

7.1 Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this contract and the work provided herein within the time fixed for such completion. Subject to Public Contract Code section 7203, the Contractor shall also become liable to the Owner for all loss and damage which the latter may suffer on account thereof.

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor does not complete the work within the days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be **\$1,500.00** per calendar day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any

such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 8 **TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 10 of the General Conditions.

ARTICLE 9 **ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The agreement is this executed standard form of Construction Agreement.

9.1.2 The General Conditions are the General Conditions dated August 2019.

9.1.3 Intentionally Omitted.

9.1.4 The Specifications contained in the contract documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.5 The Drawings contained in the Contract Documents approved by the Kings County Board of Supervisors, as amended by Addenda.

9.1.6 The Addenda, if any, are as follows:

Number	Date
1	April 7, 2023

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: those documents listed in Article 1.

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

10.1 Headings in any contract document may be useful in the construction of ambiguous language, but are for convenience only and shall not be construed to extend the scope, meaning, or intent of the document or to control in the event of a direct conflict with any express provision thereof. Wherever the context so requires, the neuter gender includes the feminine and masculine and vice versa, the singular includes the plural and vice versa, and the word "person" includes any jurisdictional person, including a corporation, partnership, firm, or association. "Shall," "will," and "agrees" are mandatory, and "may" is permissive. Any reference to term includes extensions of such term. Any word or phrase expressly defined by this Agreement shall carry the defined meaning unless the context unambiguously requires otherwise.

10.2 This Agreement, including each of the contract documents enumerated in Articles 1 and 9 and any exhibit thereto, shall constitute the entire Agreement between the parties, and shall not be modified, amended, altered, or changed except as provided for therein or otherwise by a written document signed by both parties. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable

provisions of this Agreement. The parties agree to execute such additional documents as may be necessary to carry out the intent and provisions of this Agreement.

10.3 Contractor shall prevent unauthorized disclosure of any of Owner's confidential information, and shall not use any confidential information shared with it for any purpose other than carrying out Contractor's obligations under this Agreement.

10.4 Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance, including but not limited to prevailing wage laws and other labor and employment laws affecting wages, hours, and conditions of employment, licensing laws, safety regulations, and purchasing practices. Without limiting the generality of the foregoing:

10.4.1 Contractor represents that it, its employees, officers, and directors, and the immediate family members of its employees, officers, and directors, have no direct or indirect conflict of interest, which conflicts with the rendering of services under this Agreement; neither shall any such interest be acquired, and Contractor shall disclose any conflict of interest that may arise in writing to Owner. A "conflict of interest" includes any circumstance or activity that is likely to cause or encourage any of Owner's officers, employees, or agents to violate Part IV of Owner's Purchasing Policy, last revised May 24, 2016.

10.4.2 Contractor is knowledgeable of Government Code section 8350, et seq., regarding a drug free workplace, and shall abide by and implement its statutory requirements.

10.4.3 In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination, and shall not discriminate based on any basis forbidden by federal, state, or local law, including any classification identified in Government Code Section 12940. Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training including apprenticeship. Further, Contractor will include this provision in all of its subcontracts to perform work under this Agreement.

10.5 This Agreement, including any other contract documents enumerated herein in Articles 1 and 9 that must be executed by the Parties, may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This agreement may be executed electronically.

10.6 Any language in this Agreement found to be ambiguous shall be construed in the manner that best effectuates the objects and purposes of the Agreement. This Agreement represents the contributions of both parties, who each have the opportunity to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

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

10.8 Nothing in this Agreement may be construed to create, and the parties do not intend to create, an independent right of action in any third party.

10.9 This Agreement shall be governed in all respects by the laws of the state of California, wherein the Agreement has been executed and delivered.

10.10 Whenever this Agreement requires notice of any kind but fails to indicate the manner in which notice should be given and the person to whom it should be delivered, notice shall be given in writing by personal service or by prepaid first-class mail addressed as follows:

OWNER:
COUNTY OF KINGS
MR. RICHARD VALLE
CHAIR, KINGS COUNTY BOARD OF SUPERVISORS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
R.E. JACOBS CONSTRUCTION
MR. RICHARD JACOBS
PRESIDENT
15580 17TH AVENUE
LEMOORE, CA 93245

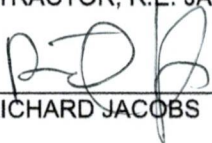
If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected on a return receipt, whichever occurs first.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Supervisors and the Contractor has executed this Agreement on the day and year first above written.

OWNER, COUNTY OF KINGS:

By _____
RICHARD VALLE, CHAIRPERSON

CONTRACTOR, R.E. JACOBS CONSTRUCTION:

By  _____
RICHARD JACOBS

APPROVED AS TO INSURANCE:

By  _____ 07/27/2023
SARAH POOTS, RISK MANAGER

APPROVED AS TO FORM:

By  _____
DIANE FREEMAN, COUNTY COUNSEL

NOTE: If the Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

SUBMITTED BY: District Attorney – Sarah Hacker

SUBJECT: PROPOSED CONTRACT FOR LEGAL SERVICES WITH KATIE SMITH

SUMMARY:

Overview:

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

Recommendation:

Approve the agreement with Katie Smith for legal services, retroactively effective from July 16, 2023 for a term of one year.

Fiscal Impact:

The total fiscal impact will not exceed \$117,200 for the remainder of the fiscal year. Because this contract was not included in the DA’s Proposed budget, salary savings will be utilized to compensate for the amount of the contract.

BACKGROUND:

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

The District Attorney sought the legal services of Katie Smith, an independent contractor who worked at the

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PROPOSED CONTRACT FOR LEGAL SERVICES WITH KATIE SMITH

August 8, 2023

Page 2 of 2

Tulare County District Attorney's Office prior to 2020. Ms. Smith worked at the Tulare County District Attorney's Office as a senior deputy district attorney for approximately 6 years before she switched her practice to civil law. She has experience with homicide, sexual assault, and human trafficking cases. Ms. Smith's resume is attached for review. Ms. Smith will primarily assist the District Attorney's Office with filing, legal research, and drafting motions so that the deputy district attorneys can focus their attention on appearing in court. Ms. Smith may also assist with in-person appearances for evidentiary hearings on behalf of the District Attorney's Office if needed.

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on July 16, 2023 (“Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and **Katie Smith**, (“Contractor”) (singularly a “Party,” collectively the “Parties”).

RECITALS

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

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

Contractor affirms that he possesses current valid appropriate licensure, including, but not limited to, driver’s license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

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

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

4. One Year TERM

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

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

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and 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.

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

6. AMENDMENTS

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

7. TERMINATION

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

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

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

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

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

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

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

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

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

8. INSURANCE

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

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

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

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

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

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

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

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

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

9. INDEMNIFICATION

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

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

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

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

14. NONDISCRIMINATION

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

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

15. ASSIGNMENT

Contractor shall not assign this Agreement.

16. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

17. OWNERSHIP OF DOCUMENTS

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

18. NOTICE

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

County

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

Contractor

Katie Smith
katiesnmith01@gmail.com

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

19. CHOICE OF LAW

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

20. SEVERABILITY

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

21. SURVIVAL

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

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

24. ELECTRONIC SIGNATURES; COUNTERPARTS

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

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

[SIGNATURE PAGE TO FOLLOW]


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

COUNTY OF KINGS

By:

Richard Valle, Chair
Kings County Board of Supervisors

By:



Katie Smith

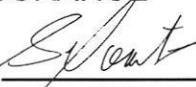
ATTEST

By:

Catherine Venturella, Clerk of the
Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By:

 07/17/2023

Sarah Poots
Risk Management

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:

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


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

COUNTY OF KINGS

By:

Richard Valle, Chair
Kings County Board of Supervisors

By:



Katie Smith

ATTEST

By:

Catherine Venturella, Clerk of the
Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By:

Risk Management

APPROVED AS TO FORM

Diane Freeman, County Counsel

By:



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

Exhibit A: Scope of Work

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

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

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

Appear for arraignments, pretrial appearances, trial readinesses or other calendar appearances remotely at the Kings County Superior Court.

Remotely conduct evidentiary hearings, preliminary hearings or court trials at the Kings County Superior Court.

Conference with the court and/or defense counsel in pretrial conferences.

Prepare written motions, oppositions or replies to be submitted on behalf of the Kings County District Attorney's Office in the prosecution of criminal cases as needed.

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

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

Exhibit B: Compensation/Fees

The County agrees to pay Contractor at a rate of \$100.00 per hour for hourly work performed. The Contracts shall bill in 6-minute increments (or .1 hour) of time. Contractor represents that it will perform no less than ten (10) hours and no more than twenty-nine (29) hours per week of Services ("Service Hours."). The calculation for Required Service Hours uses the average number of Service Hours performed each week per month. However, under no circumstances should the Contractor exceed twenty-nine (29) hours of service within a seven-day time frame. Service Hours shall be primarily performed remotely. If the County needs in person performance, the County shall notify Contractor seven days in advance of any needed in-person performance. Contractor may agree to appear in-person for the performance of any legal services with less than seven days notice at her discretion.

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

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

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

KATIE Smith

617 W Cambridge Ave | Visalia, CA 93277 | (619) 573-2574 | katiensmith01@gmail.com

Education: **THOMAS JEFFERSON SCHOOL OF LAW**, San Diego, California
Juris Doctor
GPA: 3.447, Top 11%
Honors: *Thomas Jefferson Law Review*, Editorial Board Member; Criminal Law Fellowship; Jefferson Fellowship
High Grades: California Evidence, Contracts II, Property II
Honors Grades: Comics in the Law, Alternative Dispute Resolution in the Criminal Context, Mediation.
Activities: San Diego Defense Lawyers Mock Trial Competition (2013); ABA Labor and Employment Mock Trial Competition (2014); American Association of Justice Student Trial Advocacy Competition (2015); Student Bar Association, President (2014-2015); Women's Law Association, President (2013-2014) and Founding Member; Lawyers Club, Member; Women's Resource Fair Taskforce, Chair of Teen Center Committee; San Diego County Bar Association, Member; American Bar Association, Member
Publications: *Fifty-Six Percent Success Is Still A Failing Grade: Reducing Recidivism And Ensuring Due Process Rights In Drug Courts* (2014) 35 University of La Verne L.Rev. 315.

GRINNELL COLLEGE, Grinnell, Iowa
Bachelor of Arts Degree, English, 2011

Experience: **BUNNY'S BUDDIES AND THE ORGANIC BUNNY**
General Counsel, June 2023 - Present
Jointly employed by Bunny's Buddies, a 501(c)(3) international dog rescue and The Organic Bunny, a for profit business focusing on all natural products for people and pets. Advise board members and founders on employment law, breach of contract claims, writs of possession, defamation law, and construction law. Research drafting legislation regarding dog breeding. Communicate with outside trial attorneys on ongoing litigation cases. Assist in evaluating outside firms for potential upcoming cases.

FARMER'S INSURANCE - LAW OFFICES OF STRATMAN AND WILLIAMS-ABREGO
Associate Trial Attorney, February 2022 - June 2023
Defend clients against personal injury and property damage lawsuits as staff counsel for Farmers Insurance. Keep clients and claims adjusters informed of case developments and prepare reports to evaluate the cases. Manage a large caseload of over 70 cases by filing answers, filing motions for summary judgment, propounding discovery, attending hearings, taking and defending depositions, preparing clients for depositions, and negotiating resolutions both informally and through mediations. Further responsibilities included drafting releases, acquiring and preparing expert witnesses, and otherwise preparing for trial. Collaborate virtually with a team of attorneys, paralegals, and legal office assistance located throughout California and Washington to ensure efficient case management.

TULARE COUNTY DISTRICT ATTORNEY'S OFFICE
Senior Deputy District Attorney, April 2016 – February 2022
Handle all Writs and Appeals for the office, writing and filing briefs with the Fifth District Court of Appeal and conducting oral argument at the same. Assigned to homicide and death penalty cases. Formerly assigned to Rape and Human Trafficking Prosecution where I lead the human trafficking taskforce, conducted trainings, and prepared and presented preliminary hearings and trials. I did the same while assigned to the Crimes Against Peace Officers position, the Marijuana Prosecution Division, and in the General Felony Division. I conducted 12 trials, and gave trainings in Fourth Amendment law, trial preparation and procedure, and hearsay evidence exceptions.

SAN DIEGO CITY ATTORNEY'S OFFICE
Volunteer Attorney, August 2015 – April 2016
Handle restitution matters, research legal issues, prepare and second chair trials, prepare and argue 1538.5 motions, work in a team environment to ensure consistency and efficiency in performing the duties of the Office of the City Attorney.

SAN DIEGO DISTRICT ATTORNEY'S OFFICE
Certified Legal Intern, May 2014 – Present
Research legal issues arising in cases, assist in coordinating conditional examination, appear on many sentencings and arraignments, preparing and participating in readiness conferences, conduct three preliminary examinations for the JUDGE unit, Special Operations, Superior Court appear on a competency hearing, and 995 and 1538.5 motions in Superior Court.

Interests: Dogs, Hiking in Yosemite, Victorian Literature, Research, Travel, CrossFit (Level 2 Trainer).



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

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

SUBJECT: NATIONAL BREASTFEEDING MONTH PROCLAMATION

SUMMARY:

Overview:

The Kings County Department of Public Health-Women, Infants, and Children Program, and the Kings County Breastfeeding Coalition request the Board proclaim the month of August 2023 as “National Breastfeeding Month” in Kings County. By joining the nation in observing this month, the County will bring awareness to the importance of breastfeeding to the community for the health of infants and children.

Recommendation:

Adopt a Resolution proclaiming the month of August 2023 as National Breastfeeding Month in Kings County.

Fiscal Impact:

None.

BACKGROUND:

Since 2011, the United States Breastfeeding Committee has had a Congressional Proclamation to declare the month of August as National Breastfeeding Month in the United States. This proclamation is an opportunity to advance awareness of the benefits of breastfeeding through collaboration, leadership, and advocacy so families can have the opportunity to breastfeed. Breastfeeding, or human milk feeding, is the biological norm for infant feeding. Research shows it to be an important primary prevention strategy that builds a lifelong foundation for health and wellness.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NATIONAL BREASTFEEDING MONTH PROCLAMATION

August 8, 2023

Page 2 of 2

Employers can make it challenging for individuals to breastfeed. Workplaces may not provide private nursing locations or adequate time for expressing breast milk. The marketing of infant formula and other breastfeeding substitutes can be misleading about the importance and value of breastfeeding. Some individuals may also face physical challenges or medical conditions that make breastfeeding difficult. Personal circumstances such as time constraints, lack of support at home, stress, lack of sleep, or mental health concerns can also pose challenges.

Breastfeeding offers numerous benefits for both infants and mothers. It provides complete and balanced nutrition for healthy growth and development in infants. Breast milk contains antibodies and immune-boosting components that protect infants against various infections, illnesses, and allergies. It is easily digested, reducing the likelihood of digestive problems, and establishing a healthy gut microbiome. Breastfeeding also provides essential fatty acids for brain development and has been associated with improved cognitive development and higher intelligence quotient (IQ) scores in children. Breastfed infants have a lower risk of developing chronic conditions later in life, including obesity, type 2 diabetes, asthma, allergies, certain cancers, and cardiovascular diseases.

Mothers benefit from breastfeeding through the release of oxytocin, a hormone that aids postpartum recovery by reducing postpartum bleeding and helping the uterus heal. Breastfeeding promotes physical closeness between the infant and mother, fostering bonding and enhancing maternal-infant attachment. It also contributes to positive emotional well-being for both. Breastfeeding is associated with a lower risk of postpartum depression and anxiety. Additionally, breastfeeding is linked to a decreased risk of certain health conditions in mothers, such as breast and ovarian cancers, weight loss, type 2 diabetes, and cardiovascular diseases.

While breastfeeding offers numerous benefits, it is important for each person to make informed decisions based on their specific situation and consult healthcare professionals for guidance and support. To make it more feasible for families to achieve their breastfeeding goals, policies that remove barriers and support social changes are needed. By promoting education, supportive policies, and a positive breastfeeding culture, it is possible to overcome the barriers to breastfeeding and enhance outcomes.

During National Breastfeeding Month, the department is promoting educational programs, seeking to remove barriers and stigmas associated with breastfeeding, and disseminating information to empower and educate women about its benefits. The United States (U.S.) government, through various departments and agencies like the U.S. Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC), actively supports breastfeeding initiatives. These organizations, along with other advocacy groups and healthcare professionals, play a crucial role in promoting National Breastfeeding Month.

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

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

IN THE MATTER OF PROCLAIMING
THE MONTH OF AUGUST 2023 AS
NATIONAL BREASTFEEDING MONTH

RESOLUTION NO. _____

WHEREAS, the month of August has been deemed National Breastfeeding Month by the USBC United States Breastfeeding Committee;

WHEREAS, human milk feeding benefits both mothers and infants, and is a proven foundational prevention strategy for lifelong health and wellness;

WHEREAS, major medical authorities, including the American Academy of Pediatrics and World Health Organization recommend exclusive breastfeeding for the first six months of life, with continued breastfeeding while introducing complementary foods for two years or as long as mutually desired by the mother and child;

WHEREAS, in 2011, the United States Surgeon General issued a “Call to Action to Support Breastfeeding” which identifies barriers to optimal breastfeeding in various areas such as health care practices, employment accommodations, cultural beliefs, lack of research, public health infrastructure, and societal attitudes; and recommendations on how families, communities, employers, and health care professionals can work together to eliminate these barriers, improve breastfeeding rates, and increase support for breastfeeding;

WHEREAS, the County of Kings further recognizes the unique health, economic, and societal benefits that breastfeeding provides to mothers, children, families, and the community as a whole; and encourages all stakeholders to work together to support breastfeeding and ensure that barriers to initiation and continuation of breastfeeding be removed; and

WHEREAS, the Kings County Department of Public Health commends the parental health and breastfeeding advocates throughout our county working to build individual, family, and community support for breastfeeding and joins in celebrating and promoting awareness of the benefits of breastfeeding for all babies and parents, now and in the future.

NOW, THEREFORE, BE IT PROCLAIMED, the Board of Supervisors of the County of Kings, State of California, recognizes the month of August 2023, as National Breastfeeding Month in Kings County and urges all citizens to observe this month by acknowledging the importance of breastfeeding month in the County.

The foregoing resolution was adopted upon motion by Supervisor _____,
seconded by Supervisor _____ at a regular meeting held on the ____ day of _____
_____, 2023, by the following vote:

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

Richard Valle, Chairman
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2023.

Catherine Venturella, Clerk
Board of Supervisors, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: AMERICAN RESCUE PLAN ACT EXCELSIOR KINGS RIVER RESOURCE
CONSERVATION DISTRICT AGREEMENT

SUMMARY:

Overview:

On September 20, 2022, the Board approved \$75,000 in American Rescue Plan Act (ARPA) funding for the Excelsior-Kings River Resource Conservation District (EKRCDD) to expand conservation practices in Kings County.

Recommendation:

Approve the agreement with the Excelsior Kings River Resource Conservation District for American Rescue Plan Act relief funding.

Fiscal Impact:

There is no impact to the County’s General Fund. The agreement amount with the EKRCDD is \$75,000, with funding coming from the County’s ARPA allocation. These funds are currently budgeted in the Fiscal Year 2023-24 Final budget.

BACKGROUND:

The purpose of this ARPA project is to address the respective increased costs and operational challenges secondary to the COVID-19 pandemic within the county. The EKRCDD, general manager, Dusty Ference, requested to seek funds for their district to enhance their ability to expand conservation practices in Kings County. EKRCDD anticipates using some of the ARPA funds to pay for organizational management services they receive from the Kings County Farm Bureau as well as cost-share funding for various grants such as the State Water Efficiency and Enhancement (SWEEP) grant, the Water Efficiency Technical Assistance (WETA) grant, and the California Department of Food and Agriculture Healthy Soils grant. ARPA funds will ensure EKRCDD’s ability to continue to grow and implement conservation projects in Kings County.

This agreement 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 _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS

American Rescue Plan Act Funding Agreement

This Agreement (“Agreement”) is made and entered into this ___ day of July, 2023 (“Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and Excelsior Kings River Resource Conservation District (“EKRCD” or “Recipient”) (collectively “Parties”).

RECITALS

WHEREAS, Governor Gavin Newsom issued Executive Order 20-N-25 on March 12, 2020, and Executive Order 20-N33 on March 19, 2020, establishing a state-wide stay-at-home order to protect public health, to minimize the spread of COVID-19 and to mitigate the effects of the COVID-19 pandemic;

WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan Act (ARPA), provides up to \$350 billion to state, local and tribal governments across the country to support their response to the complications arising from the COVID-19 public health emergency; and

WHEREAS, County was provided an allocation of funding under SLFRF/ARPA, and its Board of Supervisors voted to approve Recipient’s application for ARPA funding in the amount of \$75,000 to enhance the Recipient’s ability to expand conservation practices in Kings County through its NRCS Capacity and CDFA CAPGP programs, which suffered decreased revenues from COVID-19.

NOW THEREFORE, the Parties mutually agree as follows:

1. SCOPE

A. The County hereby grants to Recipient the funds (“Funds”) set forth in **Exhibit A**. Recipient shall use funds to do, perform, and carry out the purposes and activities set forth in it’s Request for ARPA Funding and Application attached as **Exhibit B**.

B. Recipient shall not be entitled to nor shall receive from County any additional funding, consideration, compensation, or other remuneration under this Agreement, except as set forth in Exhibit A.

C. To the extent this Agreement is based on the anticipation of funding that is not forthcoming, County reserves the right to propose an amendment or to unilaterally terminate this Agreement immediately upon notice to Recipient.

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2. TERM

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

3. RECIPIENT RESPONSIBILITIES

A. Recipient shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible.

B. Recipient shall maintain receipts and backup documentation supporting the expenditure of any and all Funds received pursuant to this Agreement and shall provide such receipts and documentation to the County on a regular basis, no less than one time a month. All receipts and documentation shall be received by County within one year after the effective date of this Agreement.

C. In the event the County determines, through ARPA monitoring or audit processes, that the Recipient failed to carry out the activities set forth in Exhibit B, such non-compliance is a material breach of this Agreement and upon receiving notice of non-compliance from the County, Recipient shall immediately reimburse the County any and all non-compliant Funds set forth in Exhibit A.

4. INDEPENDENT CONTRACTOR

A. Recipient is an independent contractor and not an agent, officer, or employee of County. The Parties mutually understand and agree that this Agreement is by and between two independent entities and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association.

B. Each of the Parties agrees that it, including any and all of its officers, agents, and employees, shall have no employment rights or benefits available to it from the other Party, nor any obligation to provide employment rights or benefits to the other Party's employees. Each Party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and employees all legally and contractually required employee rights and benefits. In addition, each Party shall be solely responsible and hold the other Party harmless from all matters relating to payment of each Party's employees.

5. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Recipient and a representative authorized by County Board of Supervisors.

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6. COMPLIANCE WITH LAW

Recipient shall comply with all federal, State and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350, *et seq.* regarding a drug-free workplace and all health and safety standards set forth by the State of California and County.

7. CONFLICT OF INTEREST

A. Recipient warrants that none of its employees, their immediate families, its directors or officers have a financial interest, including, but not limited to, other projects or independent contracts with the County, and shall not acquire any financial interest, direct or indirect, which conflicts with carrying out Recipient's obligations under this Agreement.

B. Recipient shall not employ or retain any person who has a financial interest, including, but not limited to, other projects or independent contracts with the County, nor any financial interest, direct or indirect, which conflicts with Recipient carrying out its obligations under this Agreement while this Agreement is in effect. Services rendered by Recipient's associates or employees shall not relieve Recipient from personal responsibility under this clause. Recipient has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

8. NONDISCRIMINATION

A. In carrying out the obligations under this Agreement, Recipient shall comply with all applicable federal, State and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation.

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

10. UNFORESEEN CIRCUMSTANCES

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

11. NOTICE

A. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, overnight carrier, or by prepaid first-class mail addressed as follows:

COUNTY:
KYRIA MARTINEZ
CHIEF ADMINISTRATIVE OFFICER
COUNTY OF KINGS
1400 WEST LACEY BLVD.
HANFORD, CA 93230

RECIPIENT:
DUSTY FERRENCE
EXCELSIOR KINGS RIVER RESOURCE
CONSERVATION DISTRICT
680 CAMPUS DR. STE. E
HANFORD, CA 93202

B. If notice is given by: i) personal delivery, it is effective as of the date of personal delivery; ii) overnight carrier, it is effective as of the date of delivery; iii) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

12. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement, and Kings County shall be the venue for any action or proceeding, in law or equity, that may be brought in connection with this Agreement. Recipient hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

13. SEVERABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

14. NO THIRD-PARTY BENEFICIARIES

County and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

15. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

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

B. The Parties agree that each party has had an opportunity to review this Agreement and to consult with legal counsel, and it is expressly agreed and understood that the rule stated

in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

C. An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

D. This Agreement may be signed in counterparts which, when compiled, will have the same effect as if they were original.

16. AUTHORITY

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

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

COUNTY OF KINGS

RECIPIENT

By: _____
Richard Valle
Chairperson, Board of Supervisors

By: Dusty Ference
Dusty Ference, General Manager

APPROVED AS TO FORM:
Diane Freeman, County Counsel

By: Diane Freeman

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Request for ARPA Funding and Application

EXHIBIT A
FUNDING AWARD

Recipient: Excelsior Kings River Resource Conservation District

Amount of Funding Approved: \$75,000

Recipient shall use the Funds for the purposes and amounts identified in it's request for ARPA funding and application attached to this Agreement as Exhibit B, and in accordance with the terms and representations set forth therein.

Any Funds not obligated by Recipient within 12 months of receipt shall be returned to the County.

Recipient is required to retain all records as specified in the attached Agreement and will submit invoices and other documents as may be requested by the County to substantiate use of funding in accordance with the Final Rules of the American Rescue Plan Act.

SCOPE OF WORK

COMPANY NAME:	Excelsior-Kings River Resource Conservation District
PROJECT NAME:	ARPA
PROJECT MANAGER:	Dusty Ference
PREPARED BY:	Dusty Ference
EFFECTIVE DATE:	09/20/2022

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

The project will enhance the Excelsior-Kings River Resource Conservation District (EKRC) ability to expand conservation practices in Kings County. ARPA funds will be used to cover management expenses incurred by the district while implementing programs recently funded through grants awarded by the USDA Natural Resources Conservation Service (NRCS) and California Association of Resource Conservation Districts (CARCD).

TASK LIST

TASK	Program Description
NRCS Capacity program	EKRC will work with NRCS to educate growers on conservation practices and funding available to them through NRCS.
CDFA CAPGP program	EKRC will work with growers to create on farm conservation plans for: pollinator habitats, Soil Health Management and Carbon Farm Plans.

PROBLEM STATEMENT

EKRC is charged with natural resource conservation in Kings County. EKRC's board of directors is committed to improving groundwater quantity and quality, soil health and air quality. During the COVID-19 pandemic, EKRC was unable to raise funds due to a lack of grant opportunities. As the economy came out of pandemic restriction, grant funding became abundant and EKRC received several awards. ARPA funding will fund the district enough to get programs off the ground and generating revenue for the district to continue.

ARPA FUNDING REQUEST

CDFA OEFI Grants	\$50,000	Program implementation for reimbursement grants and grant applications
Service on contract	\$25,000	Payment to contractor managing EKRC
TOTAL FUNDING REQUEST	\$75,000	

EXHIBIT B

Request for ARPA Funding and Application

ARPA Criteria Template- April 2022

ARPA funds are non-recurring so their use should be applied primarily to non-recurring expenditures. Please use the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule as a guide for the request.

- Care should be taken to avoid creating new programs or add-ons to existing programs that require an ongoing financial commitment.
- Use of ARPA funds to cover operating deficits caused by COVID-19 should be considered temporary and additional budget restraint may be necessary to achieve/maintain structural balance in future budgets.
- Investment in critical infrastructure is particularly well suited use of ARPA funds because it is a non-recurring expenditure that can be targeted to strategically important long-term assets that provide benefits over many years. However, care should be taken to assess any on-going operating costs that may be associated with the project.

Partnering Efforts. State and local jurisdictions should be aware of plans for ARPA funding throughout their communities.

- Local jurisdictions should be cognizant of state-level ARPA efforts, especially regarding infrastructure, potential enhancements of state funding resources, and existing or new state law requirements.
- Consider regional initiatives, including partnering with other ARPA recipients. It is possible there are many beneficiaries of ARPA funding within your community, such as schools, transportation agencies and local economic development authorities. Be sure to understand what they are planning and augment their efforts; alternatively, creating cooperative spending plans to enhance the structural financial condition of your community.

Submitting Department Name

Title of Project

Please provide a concise (4 to 5 sentence) explanation of the project. This should be a summary of the necessary information about the project in order for the County to “make its case” for ARPA funding and how it ties to American Rescue Plan

What category of funding does this fall into (Use categories identified in the final rule only):

How does this project support the recovery from the COVID-19 public health emergency?

Please provide a detailed description of the project. Key questions to consider and answer:

- **Why is there a need for this project and why is it important to the local community?**

- **Why is the project a good use of taxpayer funds and what is the positive impact for Kings County?**

California faces a growing need to conserve and protect natural resources. In Kings County the most important resource to protect is water. If the EKRCDC is able to continue working to fund conservation projects on and around farms protecting water supply and quality in the County the economy will thrive providing jobs on and off farms in the County.

- **Who will the project serve? How many individuals/families would benefit from this project?**

- **How will the money be spent?**

Note: you may provide additional materials (photos, charts, maps, etc.).

Total Cost to Complete the Project (Federal AND Non-Federal Funds):

This section is intended to be a budget breakdown and should include the activities for which the requested funding will be utilized, i.e., what specific elements will be paid for with ARPA funding?

Select Funding Source	Funding Amount	Description of Funding Source
-----------------------	----------------	-------------------------------

Total Cost of Project:

***Total Cost should match all funding sources added together**

If the request includes personnel, please detail the number and types of positions and sources of funding for the position(s) in future years.

Finally, has the project previously received any federal, state, or private funding, including federal discretionary grants and/or formula funding? If yes, how much, from what source, and when?

Can the Department Obligate all Requested Funding Within 12 Months of Receipt?

List of Stakeholder Groups who Support the Project:

Estimated Project Start Date:

Estimated Project Completion Date:

Current Developmental Status of the Project:

The ARPA Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

In general, to if the project falls within the eligible uses of funds in this category “Responding to Public Health and Economic Impacts of COVID”, submission needs to (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact.

Recipients have broad flexibility to (1) identify and respond on how the funds will be used for pandemic impacts and (2) identify the populations that experienced pandemic impacts.

Please identify groups or "classes" of beneficiaries that experienced pandemic impacts and how the funds will provide services to those classes. For more information please refer to Final Interim Rule.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 8, 2023

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: RESPONSE TO GRAND JURY REPORT TITLED “FOLLOW UP TO CORCORAN CEMETERY DISTRICT REPORT 2021-2022”

SUMMARY:

Overview:

The 2021-2022 Grand Jury investigated the Corcoran Cemetery District based on a list of complaints received regarding the condition of the cemetery grounds. The current Grand Jury conducted a follow-up investigation to monitor the progress made from their prior findings and recommendations from 2021-2022. Pursuant to Section 933 and 33.5 of the California Penal Code, only the Board of Trustees of the Corcoran Cemetery District is legally required to respond to the findings and recommendations outlined in the Grand Jury’s follow-up report. The Kings County Board of Supervisors is named as an “invited response,” meaning one is not legally required. Staff sought direction as to how the Board wished to respond to the Grand Jury’s report on July 25, 2023, and the formal response is being brought back for consideration.

Recommendation:

Approve the response to the Grand Jury report titled Follow Up to Corcoran Cemetery District Report 2021-2022.

Fiscal Impact:

There is no fiscal impact.

BACKGROUND:

The 2021-2022 Grand Jury investigated the Corcoran Cemetery District based on a list of complaints received regarding the condition of the cemetery grounds. The current Grand Jury conducted a follow-up investigation to

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

On _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESPONSE TO GRAND JURY REPORT TITLED “FOLLOW UP TO CORCORAN CEMETERY DISTRICT REPORT 2021-2022”

August 8, 2023

Page 2 of 2

monitor the progress made from their prior findings and recommendations from 2021-2022. In the follow-up investigation, the Grand Jury made several recommendations regarding watering and grounds upkeep, the continuation of headstone improvements, and increased access and transparency of service and operation information.

Pursuant to Section 933 and 33.5 of the California Penal Code, only the Board of Trustees of the Corcoran Cemetery District is legally required to respond to the findings and recommendations outlined in the Grand Jury’s follow-up report. The Kings County Board of Supervisors is named as an “invited response,” meaning one is not legally required, as the cemetery operates outside of the jurisdiction and authority of the Board of Supervisors.

On May 15, 2023, the Clerk of the Board received the Grand Jury report titled, *Follow Up to Corcoran Cemetery District Report 2021-2022*. Any response the Board of Supervisors wishes to make needs to be formally submitted by August 13, 2023.

On July 25, 2023, the Board directed staff to draft a response to the report, which is being brought forward for consideration.



County of Kings
Grand Jury
P. O. Box 1562 Hanford, CA 93232
449 C Street Lemoore, CA 93245
grand.jury@co.kings.ca.us
559-852-2892

Filed with the Kings County
Clerk of the Board

MAY 15 2023

Received by
Catherine Ventrella

TRANSMITTAL FORM

I hereby acknowledge receipt of (1) copy of the Grand Jury final report on "Deficiency in the City of Hanford Parks"

This report may be published after two working days of receipt.

These copies are directed to:

Print Name

Signature:

Catherine Ventrella

Catherine Ventrella

Title / Position:

Month/Day/Year:

Clerk of the Board

05/15/23

Time: 11:54

Witness: [Signature]

Witness: [Signature]

Follow Up to Corcoran Cemetery District Report 2021-2022

March 17, 2023

SUMMARY

The 2022-2023 Grand Jury conducted a follow up review of the Corcoran Cemetery District located at 4170 Waukena Avenue in Corcoran California. The original report was written during the 2021-2022 term. The purpose of this year's visit was to observe if any of the recommendations that had been proposed were being implemented.

BACKGROUND

Following are the complaints that the 2021-2022 Grand Jury received regarding the Cemetery:

- 1) The grass is dry.
- 2) The grounds are unkept. i.e., flags and flowers strewn about.
- 3) Headstones were underwater due to uneven ground.

The Cemetery operates under a *special district* authorized by California statutes. Special Districts are formed as a subdivision of local governments to provide specialized services to a community. They are subject to state regulations governing special districts and must conform to the requirements of the Brown Act and Public Records Act. The Corcoran Cemetery is required to submit an annual financial report to the Office of the State Controller and is subject to audits of finances.

The Cemetery operates with revenues from local property taxes, sales of grave sites and cremation niches. The Cemetery is administered by the Corcoran Cemetery Board of Directors. They meet once per month.

The findings of the 2021-2022 Grand Jury were as follows:

Findings:

- 1) Most of the areas of the Corcoran Cemetery were green and contained very few brown spots. The trees were satisfactorily groomed.
- 2) The interim supervisor was knowledgeable and seemed proud of the good things that were happening at the cemetery.
- 3) The written policy and procedures would benefit from an update and more professional presentation.

- 4) The sunken headstones in areas of the Cemetery should be addressed as to how to raise them, and how many at a time. This effects the safety of guests who walk around.
- 5) The lack of uniform headstones in some spots should be addressed.
- 6) There is not a regular schedule for cleaning out faded silk flowers and fresh flowers that have been placed on gravesites.
- 7) No website could be found.

Recommendations of the 2021-2022 Grand Jury were:

Continue a routine watering and tree trimming schedule.

Promote the interim supervisor to a permanent position. (This has been done).

Provide a professional brochure that contains pricing information, rules, and regulations.

Come up with a plan, budget, and schedule to raise the sunken gravestones so that water will no longer collect covering the existing headstones.

Come up with a budget and schedule to replace the simple concrete stones with simple professional headstones with more complete information.

Continue and schedule maintenance of the grass, trees, gopher holes and flower removal as stated in the policy and procedures manual.

Create and post a regular schedule for cleaning out faded silk flowers and fresh flowers that have been placed on gravesites.

Continue the creation of the new raised cremation area.

Create a professional website.

METHODOLOGY

The 2022-2023 Grand Jury gathered information from the 2021-2022 Grand Jury's prior report and conducted a follow-up study of the District through a site tour of the Corcoran Cemetery on Thursday July 14, 2022. During the site tour, the Grand Jury spoke with the Director of Operations and several District employees.

The Grand Jury spoke with the Director of Operations again on January 5, 2023.

The Grand Jury additionally searched the internet to discover whether the District had published a public facing website with informational material such as pricing information, rules, and procedures.

DISCUSSION

When the Grand Jury arrived on July 14, 2022, for the unscheduled visit, the District employees were busy working on a watermain break. The grass was browning even though the cemetery is allowed to water every day, and usually does so. A few gopher holes were observed.

The Grand Jury observed that one section of the cemetery – East side of the main driveway, had freshly disturbed dirt surrounding quite a few of the grave sites. There are still several small, plain, and broken grave markers throughout the cemetery. During the visit, the District employees informed the Grand Jury that sixty-nine (69) headstones in that area alone had been raised so as not to collect water. The groundskeepers are raising as many headstones as possible each week depending on the number of burials they must prepare for, regular maintenance such as mowing and tree trimming, and other emergency repairs that come about which must be addressed.

The Grand Jury observed a few small, plain, and broken grave markers. The District employees stated that it is the responsibility of family members to replace those grave markers.

It was noted that there were no obvious flags or silk flowers strewn about however there were fresh flowers in grave cups that had turned brown. The District employees told the Grand Jury that the removal of spent flowers and other items is the responsibility of the families. Other items such as silk flowers, nick knacks, banners, etc., were seen to be extending over the gravestones and intruded into the grass area. These items do interfere with the regular mowing that takes place. The employees must take extra time to stop and move these items out of the way when mowing.

The Grand Jury observed no postings as to when clean ups are to take place. The Director of Operations informed the Grand Jury on January 5, 2023, that it does post the clean up schedule on the office door and on the three entrances to the cemetery as well as posting it in the local newspaper. The clean up takes place twice a year.

The District does not have a professional brochure available to the public as observed during our visit on July 14, 2022, and confirmed in conversation with the District employees on January 5, 2023.

During our discussion with the District employees on January 5, 2023, we were told that the cemetery does now have a website. This was subsequently confirmed by the Grand Jury as it was, able to locate the website on the internet at. www.corcorancemetery.com

FINDINGS of the 2022-2023 Grand Jury are as follows:

- 1) The Cemetery's large grass areas showing brown, is expected as local temperatures have been quite hot, and the area is experiencing a drought.

- 2) The District employees have raised approximately 69 headstones in Block B of the Cemetery, to the east of the main entrance, to avoid collecting water. The groundskeepers are raising as many as possible each week.
- 3) Several small, plain, and broken grave markers were observed.
- 4) The Grand Jury observed no flags or flowers being strewn about. However, the Grand Jury observed some dried-up flowers and items hanging over the grass area. The District employees are maintaining the cemetery grounds free of unsightly debris and on a regular basis clears the area of spent flowers.
- 5) The District does not produce a publicly available professional brochure.
- 6) A website is now online that explains pricing, policies, Rules/Regulations, and volunteer opportunities.

RECOMMENDATIONS:

- 1) Continue to monitor the watering schedule so as not to let the grass areas totally die off.
- 2) Continue to monitor the number of gopher holes that appear and tend to them as soon as possible.
- 3) Continue to prioritize raising as many headstones as quickly as possible.
- 4) Conduct fundraising events or obtain grants to provide needy families with proper headstones.
- 5) Try and remove spent flowers more frequently, as in once per month. Post the clean-up dates at all three entrances and at the office.
- 6) Continue efforts to create a professional brochure that makes it clear that it is the responsibility of the families to keep all decorations within the scope of the headstone so that proper mowing may be done.
- 7) Monitor the District's website and local newspapers for useful updates or complaints that need to be addressed.

REQUIRED RESPONSES

Pursuant to Penal Code Sections 933 and 33.5, the Grand Jury requests responses from the following bodies within 90 days.

Board of Trustees of the Corcoran Cemetery District.
P.O. Box 805
Corcoran, California 93212

INVITED RESPONSES

Corcoran Cemetery District Manager
P.O. Box 805
Corcoran, California 93212

Kings County Board of Supervisors
1400 West Lacey Blvd.
Hanford, California 93230

Corcoran City Manager
832 Whitley Avenue
Corcoran, California 93212



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

RUSTY ROBINSON – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

August 8, 2023

The Honorable Judge Robert S. Burns
1640 Kings County Drive
Hanford, CA 93230

RE: Kings County Board of Supervisors response to Grand Jury report titled “Follow Up to Corcoran Cemetery District Report 2021-2022”

Dear Judge Burns:

The Board of Supervisors has received and reviewed the report. The Board recognizes the challenges that many cemeteries faced during and after the pandemic, as increased burials took priority over maintenance of grounds. As such, the Board stepped in to assist the Corcoran Cemetery District (Cemetery) by allocating \$100,000 of the County’s American Rescue Plan Act (ARPA) funding to the Cemetery to support increased costs and operational challenges as a result of the pandemic. In addition to distributing the ARPA funding to the Cemetery, Kings County Parks staff went to the cemetery to assist the grounds crew in addressing the issues of landscaping laid out in this report. Even with the gracious assistance of County staff and the continued work of Cemetery staff, long-term landscaping improvement of such scope takes time.

Although improvements have been made at the cemetery, the Board recognizes some items that would benefit from the Cemetery’s attention. The Board of Trustees of the Cemetery is currently not listed on the Cemetery’s website. It would be beneficial to list this information so the public knows who they can contact regarding items of concern to the Cemetery. Additionally, posting the exact dates of cleanup days would be helpful information for families. Knowing the exact date of clean up days may assist families in deciding when to purchase and place fresh decorations and flowers for a loved one.

The Board is proud of the support that the County has given to the Cemetery to address some of the issues outlined in this report. Thank you for your consideration of this response to the Grand Jury report titled “Follow Up to Corcoran Cemetery District Report 2021-2022”.

Sincerely,

Richard Valle, Chairman
Kings County 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 August 8, 2023

SUBMITTED BY: Administration –Kyria Martinez

SUBJECT: FISCAL YEAR 2023-2024 KINGS COUNTY BUDGET HEARINGS

SUMMARY:

Overview:

The Board of Supervisors adopted the Recommended Fiscal Year (FY) 2023-24 Budget on June 20, 2023. The Final Budget Hearing is scheduled to begin Tuesday, August 8, 2023 at 10:00 a.m. Staff presents the FY 2023-24 Final Budget for the Board’s consideration. The County must submit the Adopted Budget resolution to the State Controller’s Office by the deadline of October 2 of the current fiscal year.

Recommendation:

- a. Overview of the Fiscal Year 2023-24 Proposed Budget and Final Budget changes;
- b. Department budget reviews.

Fiscal Impact:

The spending plan for Kings County is \$459,601,188. The budget, as prepared under Board direction, is balanced.

BACKGROUND:

The Board of Supervisors adopted the FY 2023-24 Recommended Budget on June 20, 2023. Staff will provide an overview of the budget as a whole and provide a department-by-department overview. After all presentations have been made, the Board will consider taking action on a temporary due pass of the Final Budget for Fiscal Year 2023-24. Staff will then return at a later date to adopt the resolution for the budget and the final budget will be submitted to the State Controllers Office as required by the Government Code prior to the October 2, 2023 deadline.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.