

**Board Members**

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



**Staff**

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

## Board of Supervisors Regular Meeting Agenda

**Date:** Tuesday, March 5, 2024  
**Time:** 9:00 a.m.  
**Place:** MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ [bosquestions@co.kings.ca.us](mailto: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=mf24646302aa5be990a158c37c0649249>

or by sending an email to [bosquestions@co.kings.ca.us](mailto: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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<https://youtube.com/live/jrl6bRckWLk?feature=share>

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

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

- I. 9:00 AM **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian Church  
PLEDGE OF ALLEGIANCE



**II. WOMEN'S HISTORY MONTH**

**A. Administration – Kyria Martinez**

Consider adopting a Resolution recognizing March 2024 as Women's History Month in Kings County.

**III. UNSCHEDULED APPEARANCES**

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

**IV. APPROVAL OF MINUTES**

**A.** Report out of Closed Session from the regular meeting for February 27, 2024.

**B.** Approval of the minutes from the regular meeting for February 27, 2024.

**V. CONSENT CALENDAR**

**A. Child Support Services:**

1. Consider approving the Agreement with Team Legal, Incorporated for process server services effective from March 5, 2024 through June 30, 2025, with up to two additional one-year terms.

**B. Public Health Department:**

1.
  - a. Consider approving an amendment to Standard Agreement 22-10254 with the California Department of Public Health for Women, Infants and Children grant funds effective upon execution through September 30, 2025;
  - b. Adopt a Resolution authorizing the Director of Public Health to execute and submit all necessary grant documents, including but not limited to invoices and reports, to implement Agreement 22-10254 for the Special Supplemental Nutrition Program for Women, Infants and Children;
  - c. Adopt the budget change. **(4/5 vote required)**

**VI. REGULAR CALENDAR**

**A. Human Services Agency – Wendy Osikafo/Monica Connor**

1. Consider adopting a Resolution proclaiming the month of March 2024 as Social Worker Appreciation Month in Kings County.

**B. Information Technology – John Devlin**

1.
  - a. Consider authorizing the Purchasing Manager to sign a purchase order for the purchase of personal computing equipment inventory;
  - b. Adopt the budget change. **(4/5 vote required)**



**C. Public Works – Dominic Tyburski/Mitchel Cabrera**

1. Consider approving the construction Agreement with Ardent General, Incorporated for the construction of the Fire Station Number 5 Partial Remodel project.
2.
  - a. Consider approving the Plans and Specifications for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements Project;
  - b. Authorize the Department of Public Works to advertise the project.
3.
  - a. Consider rejecting all bids submitted in response to Bid #2024-25 Avenal Cutoff Roadway Improvements Phase I Project;
  - b. Approve the revised plans and specifications for the Avenal Cutoff Roadway Improvements Project;
  - c. Authorize the Department of Public Works to advertise the project.

**VII.**

**STUDY SESSION**

**A. Administration – Kyria Martinez**

1.
  - a. Receive a presentation on the temporary shelter proposal;
  - b. Direct staff on implementation of the shelter proposal.

**VIII.**

**REGULAR CALENDAR CONTINUED**

**D. Administration – Kyria Martinez/Matthew Boyett**

1.
  - a. Consider approving the Agreement with State Water Contractors, Incorporated for participation in the 2024 Dry Year Water Transfer Program effective upon execution by all parties through December 2024 or upon the completion of all duties and obligations of all parties;
  - b. Authorize the County Administrative Officer to sign the Agreement with State Water Contractors, Incorporated for participation in the 2024 Dry Year Water Transfer Program;
  - c. Authorize the County Administrative Officer to execute the Buyer-Seller Agreement(s) upon receipt from State Water Contractors, Incorporated subject to County Counsel review and approval;
  - d. Authorize the County Administrative Officer to execute the Storage and Conveyance Agreement(s) upon receipt from the Department of Water Resources subject to County Counsel review and approval.
2. Consider approving the fifth amendment to the Agreement with California Forensic Medical Group, Incorporated for the provision of additional Mental Health Professional Hours in the Kings County Juvenile Center retroactive to February 6, 2024.
3.
  - a. Consider authorizing staff to submit three Federal Fiscal Year 2025 Federal Earmark Project Funding submissions;
  - b. Authorize staff to submit three State Budget earmark project funding request through the State budget;
  - c. Authorize the Chairman to sign letters of support for the projects submitted to Senator Alex Padilla, Senator Laphonza Butler, and Representative David Valadao.



**IX. 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

**X. CLOSED SESSION**

- ◆ **Significant exposure to litigation: (1 Case)**  
**[Govt. Code Section 54956.9 (d)(2)(e)(4)]**

**XI. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, March 12, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

<b><i>FUTURE MEETINGS AND EVENTS</i></b>		
March 12	9:00 AM	Regular Meeting
March 12	2:00 PM	Board of Equalization Regular Meeting
March 19	<b>8:30 AM</b>	Regular Meeting. This will be the Les Collins' Memorial Youth in Government Day, sponsored by the Hanford Rotary Club.
March 26	9:00 AM	Regular Meeting
April 2	9:00 AM	Regular Meeting

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Administration –Kyria Martinez

**SUBJECT:** RECOGNIZING MARCH 2024 AS WOMEN’S HISTORY MONTH IN KINGS COUNTY

**SUMMARY:**

**Overview:**

A resolution is presented to recognize women leaders in history. The annual observance of National Women’s History week was declared in a presidential Proclamation by President Carter in 1980 and was declared National Women’s History Month by Congress in 1987.

**Recommendation:**

**Adopt a Resolution recognizing March 2024 as Women’s History Month in Kings County.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The annual observance of National Women’s History week was declared in a presidential Proclamation by President Carter in 1980 and was declared National Women’s History Month by Congress in 1987. This was done to provide an opportunity for all Americans to recognize the contributions women have made to this nation, and to honor those who blazed trails for women’s empowerment and equality.

Women’s history takes a new look at all that has gone before and tells the story of a shared past from a different perspective, not rewriting history, but presenting and expanding a version of history that recognizes and honors the accomplishments of women. This year staff requested each Board of Supervisor to nominate someone from their district to receive the recognition, as well as for the CAO to recognize someone in the community. This year we recognize women who are currently affecting the future through their commitment to public service and government leadership.

Those nominated and receiving a recognition are as followed:

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

**RECOGNIZING MARCH 2024 AS WOMEN’S HISTORY MONTH IN KINGS COUNTY**

**March 5, 2024**

**Page 2 of 2**

Cindy Rodrigues – Nominated by Supervisor Joe Neves, District 1

Gloria Barrera De Balderas – Nominated by Supervisor Richard Valle, District 2

Kristen Clark – Nominated by Supervisor Doug Verboon, District 3

Candy Vallin – Nominated by Supervisor Rusty Robinson, District 4

Nanette Villareal – Nominated by Supervisor Richard Fagundes, District 5

Stephanie Huddleston- Nominated by County Administrative Officer, Kyria Martinez

The tenacity of each Honoree underlines the fact that women from all backgrounds and in all levels of public/private service and government are essential in the continuing work of forming a more perfect union. Staff requests that the Board adopt a Resolution recognizing March 2024 as Women’s History Month in Kings County. The Resolution has been reviewed as to form by County Counsel.



# WOMEN'S HISTORY MONTH 2024

In Kings County



# Women's History Month 2024



Cindy Rodrigues  
District One



# Women's History Month 2024



District Two  
Gloria Barrera De  
Balderas

# Women's History Month 2024



District Three  
Kristen Clark



# Women's History Month 2024



District Four  
Candy Vallin

# Women's History Month 2024



District Five

Nanette Villareal



# Women's History Month 2024



Stephanie Huddleston

Women's History  
Month 2024



Thank you to our  
Local Women Leaders!

BEFORE THE BOARD OF SUPERVISORS IN AND FOR THE  
COUNTY OF KINGS, STATE OF CALIFORNIA

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING                      RESOLUTION NO.  
MARCH 2024 AS KINGS COUNTY  
WOMEN'S HISTORY MONTH                      /

WHEREAS, National Women's History week was declared by Presidential Proclamation of President Carter in 1980, and later declared National Women's History Month by Congress in 1987, as an opportunity to recognize the contributions women have made to our nation and honor those who blazed trails for women's empowerment and equality;

WHEREAS, women of every race, class, and ethnic background contribute to the growth and strength of our County in countless recorded and unrecorded ways;

WHEREAS, women play critical economic, cultural, and social roles in every sphere of life, constitute a significant portion of the labor force, work both in and out of the home, and courageously serve in our country's armed forces;

WHEREAS, women are leaders, serve in the forefront of progressing social change movements, secure their own rights of suffrage and equal opportunity, and fight for the rights of others to create a more fair and just society for all;

WHEREAS, women's history takes a fresh look at all that has gone before and tells the story of our shared past from a different perspective, not by rewriting history, but by presenting and expanding history to recognize and honor the accomplishments of women; and

WHEREAS, women have been on the forefront of many groundbreaking ideas in science and technology that have improved our daily lives, including, but not limited to, Mary G. Ross, Virginia Apgar, Susan Solomon, Julia Morgan, Patricia Bath, Flossie Wong-Staal, Sally Ride, and pioneers including Dr. Sally Ride, Elizabeth Blackwell, Clara Barton, Amelia Earhart, Sandra Day O'Conner, and Ruth Bader Ginsburg among other women leaders who have opened doors for others.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Kings County Board of Supervisors hereby proclaims March 2024 as Women's History Month in Kings County.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held this 5th day of March, 2024, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Doug Verboon, Chairman  
Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 5th day of March, 2024.

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

**Board Members**

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



**Staff**

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

## Board of Supervisors Regular Meeting Action Summary

**Date:** Tuesday, February 27, 2024  
**Time:** 9:00 a.m.  
**Place:** MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 9:00 AM **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Doug Verboon, Chairman, District 3 Supervisor  
PLEDGE OF ALLEGIANCE  
ALL MEMBERS PRESENT



**II. UNSCHEDULED APPEARANCES**

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

**None**

**The Chairman reopened the unscheduled appearance portion later in the meeting:**

**Kristin Gardner, Kings County resident stated her concerns for the way the residents of the encampment on Houston Avenue were notified that they need to vacate by February 29, 2024. She stated that the residents won't have time to remove all their belongings and hopes that they will be able to file a temporary injunction and asked the Board to assist them with the issue.**

**III. APPROVAL OF MINUTES**

**A. Report out of Closed Session from the regular meeting for February 6, 2024.**

**REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their February 6, 2024 meeting.**

**B. Approval of the minutes from the regular meeting for February 6, 2024.**

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

**IV. CONSENT CALENDAR**

**A. Public Health Department:**

1. a. Consider approving the request for Regional Technical Assistance funding for local home visitation support;
- b. Adopt the budget change. **(4/5 vote required)**
2. Consider authorizing the advanced step hire of Annabelle Mendoza as a County Health Nurse II at Salary Range 230.5, Step 5.

**B. Administration:**

1. Consider approving the donation Agreement with the Home Garden Community Services District for a 2008 Ford F-150 truck, ID #52758, VIN #1FTRX14W38FB59837. **[AGMT 24-018]**
2. Consider approving the Agreement with Kings County Superior Court for the use of office equipment effective from February 27, 2024 through June 30, 2024. **[AGMT 24-019]**
3. Consider Informational Only. Per Kings County Personnel Rules the Fire Department requests that Emergency Services Manager, Abraham Valenica, be placed at step 5 of the salary range beginning February 19, 2024 (Pay Period 05-2024).
4. Consider appointing one new member to the Kings/Tulare Area Agency on Aging Advisory Council.
5. a. Consider approving the County's renewal of the master crime bond for public officials;
- b. Approve the amounts in the declaration as the amounts required for faithful performance bonds of each elected official.

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

**V. REGULAR CALENDAR**

**A. Agricultural Department – Jimmy Hook/Lynda Schruppf**

1. Consider approving the cooperative Agreement with the California Department of Food and Agriculture for the County's Exotic Pest Detection Program retroactively effective from July 1, 2023 through June 30, 2024. **[AGMT 24-020]**

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



**B. Department of Finance – Erik Urena/Megan Campbell**

1. Consider approving the Agreement with the Tulare Lake Drainage District for the purchase of tax defaulted property identified as Assessor’s Parcel Number 028-310-013-000. **[AGMT 24-021]**

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

**C. Fire Department/Office of Emergency Services – Matt SanFilippo/Abraham Valencia**

1. a. Consider approving the Fire Department to accept the Prepare California JumpStart Grant for the enhancement of disaster preparedness and resilience;
- b. Adopt a Resolution designating the County Fire Chief, County Administrative Officer, or Assistant County Administrative Officer as authorized agents to execute all grant documents; **[RESO 24-004]**
- c. Approve the Grant Subaward Certification of Assurance of Compliance for the Prepare California JumpStart JS22-0019 Grant.

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

**D. Human Services Agency – Wendy Osikafo/Chris Narez**

1. a. Consider approving the amendment to the takeover Agreement with Cornerstone Community Alcohol and Other Drug Recovery Systems, Incorporated for the completion of the remaining work needed to obtain occupancy permits for the Triangle Courtyard Homekey Project. **[AGMT 22-175.1]**

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

**E. Library – Tanya Russell**

1. Consider adopting a Resolution to change public library hours of operation for the Avenal, Corcoran, Hanford, and Lemoore branch libraries. **[RESO 24-005]**

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

**F. Public Health Department – Rose Mary Rahn/Heather Silva/Marjorie Batin**

1. a. Consider approving the Agreement funding application with the California Department of Public Health for the California Home Visiting Program retroactively effective from July 1, 2023 through June 30, 2028; **[AGMT 24-022]**
- b. Adopt the budget change. (4/5 vote required)

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

2. Consider adopting a Resolution proclaiming the month of February 2024 as National Children’s Dental Health Month. **[RESO 24-006]**

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

3. a. Consider approving the California Children’s Services Plan and Budget retroactively effective from July 1, 2023 through June 30, 2024;
- b. Approve the Medical Therapy Program Plan and Budget retroactively effective from July 1, 2023 through June 30, 2024;
- c. Approve the California Children’s Services Certification Statement;
- d. Adopt the budget change. **(4/5 vote required) [Agmt #24-024]**

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



**G. Administration – Kyria Martinez/Matthew Boyett/Megan Vega**

1. a. Consider approving the lease with the Kings County Water District to lease the County's water stock in People's Ditch Company effective March 1, 2024 through February 28, 2027; **[AGMT 24-023]**
- b. Authorize the County Administrative Officer to sign for the transfer of 40 acres of water stock in People's Ditch Company for water years 2024-2025, 2025-2026, and 2026-2027 in compliance with the lease terms.

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

2. Consider adopting a Resolution accepting the recordation of the Grant Deed for the purchase of the Avenal Courthouse. **[RESO 24-007]**

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

3. Consider confirming the appointment of Salvador Flores to the position of County Fire Chief effective March 11, 2024 and set the compensation.

**ACTION: APPROVED AS PRESENTED AND SETTING THE COMPENSATION AT \$14,750 PER MONTH (JN, RF, RV, RR, DV-Aye)**

**VI. 10:00 AM PUBLIC HEARING**

**A. Public Health Department – Rose Mary Rahn/Heather Silva**

1. a. Conduct a public hearing regarding the request of KWPH Enterprises, Incorporated, doing business as American Ambulance, for an adjustment of ambulance user fees;
- b. Approve the first amendment to the existing Agreement with KWPH Enterprises, Incorporated, doing business as American Ambulance, for paramedic services, extending the term until October 31, 2030, and modifying ambulance user fees effective upon execution. **[[AGMT 20-128.1]**

**SUPERVISOR VERBOON OPENED THE PUBLIC HEARING, NO TESTIMONY WAS RECEIVED AND THE PUBLIC HEARING WAS CLOSED. AFTER SOME DISCUSSION BY THE BOARD AND AFTER REQUESTING MORE INFORMATION, DAN LYNCH, EMS DIRECTOR AND TODD VALERI, PRESIDENT/CEO OF AMERICAN AMBULANCE COMPANY PROVIDED INFORMATION TO THE BOARD. ACTION: APPROVED AS PRESENTED (JN, RV, RR, RF, DV-Aye)**

**VII. ADMINISTRATIVE HEARING**

**A. Information Technology – John Devlin/Evan Jones**

Conduct a hearing and make one of the following findings:

1. a. New Perceptions' protest lacks merit and Behavioral Health's recommendation to award RFP 2024-21 to Champions Recovery Alternative Programs, Inc. and Recover Medical Group, PC was reached in a fair and reasonable manner and, therefore, will not be overturned by the Board;
- b. New Perceptions' protest has merit and the Board finds that all proposals received in response to RFP 2024-21 must be re-evaluated by individuals other than those involved in the initial evaluation committee; or
- c. New Perceptions' protest has merit and the Board finds RFP 2024-21 a failure, rejects all proposals received in response thereto, and directs Behavioral Health to issue a new RFP for Adult Substance Use Disorder Treatment Services.

**SUPERVISOR VERBOON OPENED THE ADMINISTRATIVE HEARING, TESTIMONY WAS RECEIVED FROM: CHRISTI LUPKES, KINGS COUNTY BEHAVIORAL HEALTH AND DR. LISA LEWIS, KINGS COUNTY BEHAVIORAL HEALTH DIRECTOR AND THE HEARING WAS CLOSED. ACTION: APPROVE OPTION 1a (JN, RF, RV, RR, DV-Aye)**





**AFTER THE MEETING IT WAS DETERMINED THAT THE APPELLANT DID NOT RECEIVE NOTIFICATION OF THE ADMINISTRATIVE HEARING AND COUNTY COUNSEL STATED THAT THE BOARD WILL VACATE THEIR DECISION AND REHOLD A HEARING ON THE MATTER ON THE MARCH 12, 2024, AGENDA. THE APPELLANT WAS NOTIFIED OF THEN EW DATE.**

**VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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**Supervisor Neves stated that he attended the American Legion Post meeting, attended the final Master Plan for Aging meeting, attended the Hanford Sentinel new building ribbon cutting event, attended the swearing in ceremony for the new Avenal Police Chief, attended the Hanford Mall ribbon cutting, attended the First 5 Children & Families Commission, attended the CalViva meeting, wrapped up the Lemoore High School Basketball season and Lemoore College season, attended the City/County Coordinating meeting hosted by the City of Avenal, attended the Kings County Health Equity Advisory Panel, attended the Knights of Columbus event, attended the Cabrillo Club meeting, attended the Kings United Way meeting and attended the Kings County Behavioral Health Advisory Committee.**

**Supervisor Fagundes stated that he cooked for the Tractor Pulls at the old Tulare Fair grounds for the equipment show, attended the Kings Waste & Recycling Authority meeting, attended the Knights of Columbus event and the Kings Commission on Aging event.**

**Supervisor Valle thanked everyone for their well wishes during the recent passing of his mother, June Flores on February 15, 2024, she was 92 years young. He stated that he has been receiving information that the closure of the Highway 41 for bridge repairs in Stratford has been affecting the businesses in Kettleman City and asked staff to work with the larger newspaper and media outlets for messaging to travelers that Kettleman City businesses are open.**

**Supervisor Neves stated that the Avenal City Manager stated that their city is seeing impacts with increased traffic due to the closures on Highway 41 and may need to address the impacts at a future date. He stated that the closure of Highway 41 at Quail Avenue has not been updated on the Caltrans or State map updates that travelers use for navigation and that he would bring up the issue at the Kings County Association of Governments meeting tomorrow with the Caltrans representative and will include safety issues with the closures for Emergency Medical Services and I-5 traffic increases.**

**Supervisor Robinson stated that he attended the National Association of Counties conference in Washington D.C. and discussed the meetings they attended, and topics discussed. He stated that he attended the San Joaquin Valley Unified Air Pollution Control District meeting, attended the Kings County Homelessness Collaborative meeting and the City/County Coordinating meeting hosted by the City of Avenal.**

**Supervisor Verboon stated that he attended the National Association of Counties conference in Washington D.C. and discussed the meetings they attended, and topics discussed.**

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received the Kings County Monthly Fund Balance Report dated January 25, 2024, from the Kings County Director of Finance. The Board received the Kings County Department of Finance Treasurer's Report of Cash and Investments dated December 31, 2023, from the Kings County Director of Finance. The Board received correspondence from the State of California Department of Alcoholic Beverage Control dated February 14, 2024, regarding the designation of a subordinate officer or body to make**



determinations of public convenience or necessity regarding ABC license applications where undue concentration exists. The Board received a Public Notice from Chemical Waste Management, Inc. on February 12, 2024, regarding a permit modification in the Kettleman Hills Facility. The Board received correspondence from the County of San Mateo dated February 7, 2024, regarding the adoption of a resolution to declare “Loneliness a Public Health Crisis”. The Board received correspondence from the Tulare Lake Reclamation District #761 dated February 13, 2024, regarding the appointment of new members to their Board of Trustees.

- ◆ Upcoming Events: Kyria Martinez stated that the Kings County Behavioral Health will host their Veteran’s Support Group on February 27<sup>th</sup> from 5:30pm-7:30pm at Veterans Memorial Hall in Hanford. Kings County Library Avenal Branch will host its Movie Time on February 28, 2024, from 3:00 p.m.- 5:00 p.m. also with spring break quickly approaching, don’t forget that Kings County Library card holders can check out a California State Park pass for free that works to visit more than 200 California parks, lakes, beaches, and monuments. Contact your local Kings County Branch Library for details. Kings County is gearing up for the Presidential Primary Election which will take place on March 5, 2024, for more information please visit the Elections Department webpage on Countyofkings.com. Kings County Behavioral Health will host their Family Member Support Group today, March 5<sup>th</sup> from 5:30pm-7:30pm at 1222 W. Lacey Blvd, Hanford. Kings County in partnership with the Central California Blood Center will have a Blood Drive on March 7, 2024, from 9:00 a.m. – 1:00 p.m. Buses will be here on campus at 1420 Mather Drive in Hanford, CA 93230 (in the parking lot closest to the old sheriff’s office parking across the grand jury parking lot). Kings County will host Youth in County Government Day on Tuesday, March 19, 2024, from 8:30 a.m. -1:30 p.m. where 60 high school students from Kings County will have the opportunity to job shadow different departments throughout the County.
- ◆ Information on Future Agenda Items: Kyria Martinez stated that the following items would on a future agenda: Administration - regarding the 2024 Dry Year Water Transfer Program, Women’s History Month, Wellpath 5<sup>th</sup> Amendment, Federal Earmark Project Funding Requests and Study Session on Proposal for County Temporary Homeless Shelter; Child Support Services - Request for Proposal Award for Process Server; Human Services Agency - Social Worker Appreciation Month Proclamation; Public Health Department - Second Amendment to Women, Infants, and Children Program Agreement; Information Technology - Personal Computing Refresh Purchase with Dell Computers; Public Works Department - Fire Department -Fire Station No. 5 - partial remodel, Community Development Block Grant (CDBG) Kettleman City General Petroleum Avenue Improvements Project, Avenal cutoff roadway improvements phase 1 project.

**IX. CLOSED SESSION**

- ◆ Personnel Matter: [Govt Code Section 54957]  
Public Employee Appointment: Fire Chief
- ◆ Personnel Matter: [Govt Code Section 54957]  
Public Employee Appointment: Library Director
- ◆ Conference with Real Property Negotiator: (1 Case) [Govt. Code Section 54956.8]  
Property: 501 E. Kings Street  
Avenal, CA 93204  
Agency Negotiator: Kyria Martinez  
Negotiation Parties: City of Avenal  
Under Negotiation: Price and Terms of Payment
- ◆ Significant Exposure to Litigation ((1 Case) [Govt Code Section 54956.9(d)(2)(e)(1)])



**X. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, March 5, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

<b><i>FUTURE MEETINGS AND EVENTS</i></b>		
March 5	9:00 AM	Regular Meeting
March 12	9:00 AM	Regular Meeting
March 12	2:00 PM	Board of Equalization Regular Meeting
March 19	9 :00 AM	Regular Meeting

March 5	9:00 AM	Regular Meeting
March 12	9:00 AM	Regular Meeting
March 12	2:00 PM	Board of Equalization Regular Meeting
March 19	9 :00 AM	Regular Meeting

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Child Support Services – Marie Waite  
**SUBJECT:** REQUEST FOR PROPOSAL AWARD FOR PROCESS SERVER  
**SUMMARY:**

**Overview:**

Kings County Child Support Services is currently without a process server to serve the department’s legal documents, which is a vital part of the department’s success. A Request for Proposal (RFP) process has been conducted and the department is requesting the bid be awarded to Team Legal, Inc. and approve the agreement between the parties.

**Recommendation:**

**Approve the agreement with Team Legal, Incorporated for process server services effective from March 5, 2024 through June 30, 2025, with up to two additional one-year terms.**

**Fiscal Impact:**

Kings County Child Support Services is fully funded by the State (34%) and Federal (66%) government. As a result, there will be no impact to the General Fund. Service of legal documents inside and outside of Kings County is a vital business need and the associated costs are included in the Fiscal Year 2023-24 Adopted Budget in Budget Unit 326000. The cost of this agreement is on an as needed basis for service and the amount will not exceed \$20,000.

**BACKGROUND:**

On July 28, 2023, the Purchasing Division released an RFP on behalf of Kings County Child Support Services to solicit proposals for a process server vendor. The deadline for submitting proposals was August 11, 2023, on or before 4:00 p.m. local time. The Purchasing Division received responses from one prospective bidder. The submitted proposal was evaluated by a committee comprised of individuals from Kings County Child Support Services. Following review of the written proposal, the committee determined Team Legal, Inc. was the winning proposal based on it meeting the department’s business needs for process server services.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **REQUEST FOR PROPOSAL AWARD FOR PROCESS SERVER**

**March 5, 2024**

**Page 2 of 2**

Kings County Child Support Services is allocated 1.0 Full Time Equivalent process server however, the position is entry-level, creating a challenge to retain talented, dedicated staff. The contracted vendor, Team Legal, Inc., will be relied upon in the interim to serve legal documents. Thereafter, they will be utilized based on department needs for services.

The cost of this agreement is on an as needed basis for process serving inside and outside of Kings County. This agreement will go into effect on March 5, 2024, and will end on June 30, 2025, with the option to extend it, by mutual consent of the parties, for two additional one-year terms.

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

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on \_\_\_\_, 2024 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and Team Legal, Inc., a California corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

**R E C I T A L S**

WHEREAS, the County requires process servicer services for its Child Support Services Department; 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, at all times utilizing its ability, experience, and talent, to faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it 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.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately; provided, however, that the County shall pay outstanding invoices for services already performed at the time of such termination or amendment.

#### **4. TERM**

The term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2025. By mutual consent of the Parties, this Agreement may be extended for up to two (2) additional one (1) year terms. Prior to the start of each one-year extension term, the fees set forth in **Exhibit B** for each such one-year term may be increased on notice by Contractor by not more than the increase since the Effective Date in the Consumer Price Index for all Urban Consumers, U.S. Cities Average, as determined and published by the United States Department of Labor.

#### **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.

#### **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 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 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. Without limiting the County's right of indemnification from Contractor or any third parties, 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.

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:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. 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.

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 law, 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. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types

of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. 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.

D. 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, Government Code section 6250 et seq.

## **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. SUBCONTRACTORS**

Services under this Agreement are personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

### **16. ASSIGNMENT**

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

### **17. 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.

**18. 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.

**19. NOTICE**

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

**County**

Director  
Child Support Services  
312 W. 7th Street, Suite 201  
Hanford, CA 93230

**Contractor**

Sean O'Connell, Dir. Mktg. & Cl. Relates.  
Team Legal, Inc.  
25876 The Old Road, Suite 314  
Valencia, CA 91381

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.

**20. 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. Kings County is 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.

**21. SEVERABILITY**

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

**22. 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.

**23. 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.

**24. ADA COMPLIANCE**

Contractor shall comply with the Americans with Disabilities Act, Title II, and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

**25. 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.

**26. 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.

**27. AUTHORITY**

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

IN WITNESS WHEREOF, the Parties executed this Agreement as of the Effective Date

COUNTY OF KINGS

TEAM LEGAL, INC.

By: \_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

By: Michelle Batza  
Michelle B. Batza  
CEO

By: [Signature]  
Vincent M. Batza  
Secretary

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO INSURANCE

By: [Signature] 01/17/2024  
Sarah Poots, Risk Manager

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By: Diane Freeman

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Compensation/Fees



**Exhibit A**  
**Scope of Work**

Contractor shall furnish the personnel and equipment necessary to provide process services for child support on an “as requested” basis for Kings County Child Support Services (KCCSS). The contractor shall serve civil suits in connection with child support enforcement or the establishment of support and/or paternity as directed by KCCSS. Typical documents that KCCSS is required to serve include, but are not limited to: Summons and Complaint, Orders for Examination, Orders to Show Cause, Subpoenas, Stipulations, Paternity Declarations, Judgment Debtor Exams, Uniform Interstate Family Support Act (“UIFSA”) summons and UIFSA Initiating (“UI”) and UIFSA Responding (“UR”) Summons. The contractor shall perform services of process for all Counties within California and throughout the United States as needed. Locate services may also be required.

**Exhibit B**  
**Schedule of Fees**

**TEAM LEGAL, INC. / KINGS COUNTY DCSS**

**PRICING WORKSHEET – 2023**

All prices below include non-rural/remote mileage, costs of printing documents from the e-filing server and documenting successful serves timely in the database as well as return of unsuccessful services.

	SERVICE PROVIDED:	TOTAL INVOICE PRICE:
Item 1.	Cost of successful service of process within Kings, Fresno, Tulare & Kern Counties	\$55.00***
Item 2.	Cost of successful service of process outside of Kings, Fresno, Tulare & Kern Counties but within California	\$80.00***
Item 3.	Cost of successful service of process outside of California but within the United States.	\$120.00***
Item 4.	Cost of an unsuccessful service within Kings, Fresno, Tulare & Kern Counties	\$55.00***
Item 5.	Cost of an unsuccessful service outside Kings, Fresno, Tulare & Kern Counties but within California	\$80.00***
Item 6.	Cost of an unsuccessful service of process outside of California but within the United States.	\$120.00***
Item 7.	Cost of a recalled service in which attempts have already been made within Kings, Fresno, Tulare & Kern Counties	\$55.00***
Item 8.	Cost of a recalled service in which attempts have already been made outside Kings, Fresno, Tulare & Kern Counties but within California	\$80.00***

**TEAM LEGAL, INC. / KINGS COUNTY DCSS**

**PRICING WORKSHEET – 2023**

All prices below include non-rural/remote mileage, costs of printing documents from the e-filing server and documenting successful serves timely in the database as well as return of unsuccessful services.

Item 9.	Cost of a recalled service in which attempts have already been made outside CA. but within the United States.	\$120.00 ***
Item 10.	Cost of any rush service request for Kings DCSS within the United States (attempts to be made the same day or the very next calendar day).	\$45.00 plus any applicable above service fee.
Item 11.	Total cost of a stakeout of property, residence or business location for Kings DCSS - only upon request.	\$60.00 per hour plus any applicable above service fee
Item 12.	Field Locate of new/viable address (by process server in the field)	\$20.00
Item 13.	Skiptracing/Locate Services (Performed by office investigators after pre-approval)	\$35.00 - \$120.00 depending on scope and detail and only upon DCSS request and prior approval of total cost.
Item 14. ***	***Rural service fees will apply to rural/remote service locations. The rural fees WILL NOT be charged without prior written consent/authorization from the requesting DCSS staff member.	Rural service fees will range from \$25 to \$175 depending on the remote nature of the service address.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

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

**SUBJECT:** SECOND AMENDMENT TO WOMEN, INFANTS, AND CHILDREN PROGRAM AGREEMENT

### **SUMMARY:**

#### **Overview:**

The Kings County Department of Public Health (KCDPH) operates the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in Kings County. The California Department of Public Health (CDPH) has awarded WIC additional funding for Federal Fiscal Years (FFY) 2023-25.

#### **Recommendation:**

1. Approve an amendment to Standard Agreement 22-10254 with the California Department of Public Health for Women, Infants and Children grant funds effective upon execution through September 30, 2025;
2. Adopt a resolution authorizing the Director of Public Health to execute and submit all necessary grant documents, including but not limited to invoices and reports, to implement Agreement 22-10254 for the Special Supplemental Nutrition Program for Women, Infants and Children;
3. Adopt the budget change. (4/5 vote required)

#### **Fiscal Impact:**

The recommended action will increase the Fiscal Year 2023-24 Adopted Budget in Budget Unit 414000 – Women, Infant & Children’s Nutrition Program by \$475. The remaining \$475 will be included in the Fiscal Year 2024-25 Requested Budget.

### **BACKGROUND:**

WIC is a federally funded nutrition program that provides education, breastfeeding support, and supplemental food benefits to families having an income up to 185% of the Federal Poverty Level with children up to age five,

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **SECOND AMENDMENT TO WOMEN, INFANTS, AND CHILDREN PROGRAM AGREEMENT**

**March 5, 2024**

**Page 2 of 2**

and to pregnant, postpartum, and breastfeeding women.

Since 1975, KCDPH has been running the program within Kings County, providing healthy and nutritious food to participants and infusing tens of thousands of dollars into the local economy.

The Board approved a three-year agreement, #22-10254, on September 13, 2022, for WIC program funding totaling \$6,586,512, for FFY's 2023-25.

On August 22, 2023, the Board approved Resolution #23-061 to amend Agreement #22-10254 to increase WIC program funding by \$2,422 for FFY's 2023-25 to a total of \$6,588,934. Recently, KCDPH was offered a second amendment by CDPH to increase the grant funding by \$950 for FFY's 2023-25 to a total of \$6,589,884.

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



TOMÁS J. ARAGÓN, MD, DrPH  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

**Date:** January 19, 2024

**TO:** County of Kings

**FROM:** California Department of Public Health (CDPH)

**SUBJECT:** Contract # 22-10254 A02

Please find the above-referenced Contract Agreement between the California Department of Public Health and County of Kings, attached for your review and signature.

**IMPORTANT:** The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. Please do not alter this Agreement for any reason. If you encounter any problems or find that a correction is needed, please contact your Contract Manager immediately.

To approve this Agreement, submit one (1) electronic copy (**do not mail in hard copies**) of each document listed below to the following mailbox: [LocalContracts@cdph.ca.gov](mailto:LocalContracts@cdph.ca.gov). Please title the email Subject line: Signed Agreement for 22-10254 A02 (Kings).

- One (1) signed copy of the Standard Agreement - Amendment (STD 213A). This document can be signed electronically or physically signed, scanned and returned via email.
- One (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the Agreement and any signatory designees.
- One (1) signed copy of the Contractor's current insurance policy certificates and endorsements.

In an effort to expedite this Contract Agreement through the approval process, we request that the items listed above be returned no later than **three weeks from the date of this letter**, in order to avoid disruption in services. Failure to sign and submit the required forms by the date indicated will result in delayed approval of your Agreement.

Please contact your Contract Manager if you have any questions or will need additional time to return the signed documents.



CDPH Women, Infants and Children (WIC) Division  
3901 Lennane Drive, MS 8600, Sacramento, CA 95834  
P.O. Box 997375, MS 8600, Sacramento, CA 95899-7375  
(916) 928-8500 | [www.wicworks.ca.gov](http://www.wicworks.ca.gov)



II. Exhibit B, Budget Detail and Payment Provisions has been revised as follows:

F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

~~\$6,588,934.00~~ **\$6,589,884.00** for the budget period of 10/01/2022 through 09/30/2025.

III. Exhibit B, Attachment I, Budget Detail has been replaced in its entirety.



Exhibit B, Attachment I  
Budget Detail  
October 1, 2022 - September 30, 2025

PERSONNEL	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Amended Minimum Base Annual Salary	Maximum Base Annual Salary	Amended Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023		Year 2 10/1/2023 - 9/30/2024				Year 3 10/1/2024 - 9/30/2025				Total	Total Budget Adj.	Amended Total				
							FTE	Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.				Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount
WIC Director	1-22	1-8	77,043		94,016		1.00	91,250	1.00		1.00	91,250		1.00		1.00	91,250		91,250	273,750	-	273,750	
Senior Dietitian	3,6,7,8,9,10,12,14,15	1-8	70,429		87,693		2.00	156,200	2.00		2.00	173,639		2.00		2.00	173,739		173,739	503,578	-	503,578	
Registered Dietitian	3,6,7,8,9,10,12,14,15	1-8	66,997		83,429		1.00	72,572	1.00		1.00	74,995		1.00		1.00	76,725		76,725	224,292	-	224,292	
Nutrition Educator (1)	3,6,7,8,9,10,12,14,15	1-8	47,300		58,864		1.00	59,446	1.00		1.00	60,029		1.00		1.00	60,611		60,611	180,086	-	180,086	
Breastfeeding Coordinator (1)	3,6,7,8,9,10,12,14,15	1-8	47,300		58,864		1.00	59,446	1.00		1.00	59,646		1.00		1.00	59,846		59,846	178,938	-	178,938	
Office Assistant I (1)	9,12	3-5, 8	31,283		38,188		0.50	16,995	0.50		0.50	17,995		0.50		0.50	20,100		20,100	55,090	-	55,090	
Office Assistant II (1)	9,12	3-5, 8	34,549		43,015		0.50	17,978	0.50		0.50	20,988		0.50		0.50	22,345		22,345	61,311	-	61,311	
Office Assistant III (1)	9,12	3-5, 8	38,189		47,528		1.00	44,346	1.00		1.00	47,049		1.00		1.00	47,528		47,528	138,923	-	138,923	
WIC Nutrition Assistant I (1)	9,12,14,15	1-8	31,283		38,938		4.00	125,132	4.00		4.00	126,464		4.00		4.00	126,464		126,464	378,060	-	378,060	
WIC Nutrition Assistant II (1)	9,12,14,15	1-8	34,549		43,015		2.00	69,098	2.00		2.00	69,805		2.00		2.00	75,900		75,900	214,803	-	214,803	
WIC Nutrition Assistant III (1)	9,12,14,15	1-8	38,189		47,528		8.00	383,146	8.00		8.00	387,022		8.00		8.00	390,898		390,898	1,161,066	-	1,161,066	
Nursing Division Manager	1,2,3,5,6,8,9,11,12,13-17,19-22	1-8	102,835		125,465		0.10	11,277	0.10		0.10	11,937		0.10		0.10	12,050		12,050	35,264	-	35,264	
Fiscal Specialist	12,13		56,014		71,843		0.10	5,750	0.10		0.10	5,828		0.10		0.10	5,950		5,950	17,528	-	17,528	
								0.00				0.00				0.00			0.00				
								0.00				0.00				0.00			0.00				
								0.00				0.00				0.00			0.00				
Overtime (3)	7,8,9,12,14,15	1-8						5,000				3,000					2,500		2,500	10,500	-	10,500	
Salaries and Wages								1,117,636				1,149,647					1,165,906		1,165,906	3,433,189	-	3,433,189	
<b>Total FTE</b>							<b>22.20</b>		<b>22.20</b>	<b>0.00</b>	<b>22.20</b>				<b>22.20</b>	<b>0.00</b>	<b>22.20</b>						
Fringe Benefits (4)							Percent	Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
							42.000000%	469,407	42.000000%			482,851	-	482,851	42.000000%			489,680	-	489,680	1,441,938	-	1,441,938
<b>TOTAL PERSONNEL (paid by State WIC contract)</b>								<b>1,587,043</b>				<b>1,632,498</b>		<b>1,632,498</b>				<b>1,655,586</b>		<b>1,655,586</b>	<b>4,875,127</b>		<b>4,875,127</b>
Total In-Kind for Personnel (12)																							
<b>OPERATING</b>																							
General Expenses (5)	5-7,17-21,23	1-10						103,048				84,273	475	84,748				53,884	475	54,359	241,205	950	242,155
Travel (6)	8	1-10						6,000				5,500		5,500				5,000		5,000	16,500		16,500
Training	4,5,7,17,21,23	1-10						3,000				3,000		3,000				3,000		3,000	9,000		9,000
Outreach/Media/Promotion	17	1-10						500				-		-				-		-	500		500
Facility Costs (see Exhibit B, Attach II for breakdown) (7)	11,23	1-10						190,116				193,920		193,920				197,796		197,796	581,832		581,832
<b>TOTAL OPERATING (paid by State WIC contract)</b>								<b>302,664</b>				<b>286,693</b>	<b>475</b>	<b>287,168</b>				<b>259,680</b>	<b>475</b>	<b>260,155</b>	<b>849,037</b>	<b>950</b>	<b>849,987</b>
Total In-Kind for Operating (12)																							
<b>CAPITAL EXPENDITURES (9) (Unit Cost of \$5,000 or More)</b>																							
Equipment (9)	6,17,18,20,21	1-10																					
Vehicles (10)	8,17-19	1-10						36,000													36,000		36,000
<b>TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)</b>								<b>36,000</b>													<b>36,000</b>		<b>36,000</b>
Total In-Kind for Capital Expenditures (12)																							
<b>OTHER COSTS (11)</b>																							
<b>TOTAL OTHER COSTS (paid by State WIC contract)</b>																							
Total In-Kind for Other Costs (12)																							
<b>INDIRECT</b>																							
Total Personnel Costs								17.000000%	269,797	17.000000%		277,524		277,524	17.000000%			281,449		281,449	828,770		828,770
<b>TOTAL INDIRECT (paid by State WIC contract)</b>								<b>269,797</b>				<b>277,524</b>		<b>277,524</b>				<b>281,449</b>		<b>281,449</b>	<b>828,770</b>		<b>828,770</b>
Total In-Kind for Indirect (12)																							
<b>TOTAL BUDGET (paid by State WIC contract)</b>								<b>\$ 2,195,504</b>				<b>\$ 2,196,715</b>	<b>\$ 475</b>	<b>\$ 2,197,190</b>				<b>\$ 2,196,715</b>	<b>\$ 475</b>	<b>\$ 2,197,190</b>	<b>\$ 6,588,934</b>	<b>\$ 950</b>	<b>\$ 6,589,884</b>
Total In-Kind for All Budget Line-Items (12)																							

Contract Year:	Year 1	Year 2	Year 3
Contract Amount:	\$ 2,195,504	\$ 2,197,190	\$ 2,197,190
Funding Changes:	\$ -	\$ 475	\$ 475
Checks/Balances:	\$ -	\$ -	\$ -

\*All costs will be reviewed by CDPH for approval  
(1) Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.  
(2) Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.  
(3) Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.  
(4) Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.  
(5) General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.  
(6) Travel - All costs reimbursed shall be in accordance with CalHR rates.  
(7) Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.  
(8) Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.  
(9) Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.  
(10) Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.  
(11) Other Costs - List the subcontractor's name and brief description of services provided.  
(12) In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

County of Kings  
Page 2  
January 19, 2024

Thank you,

***Contract and Procurement Support Unit***

Attachments

CONFIDENTIALITY NOTICE: This communication along with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

22-10254

AMENDMENT NUMBER

A02

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$6,589,884.00 Six Million Five Hundred Eighty-Nine Thousand Eight Hundred Eighty-Four Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. This amendment increases the contract by \$950.00, changing the total amount to read \$6,589,884.00, to better support the Contractor's needs.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Kings

CONTRACTOR BUSINESS ADDRESS

330 Campus Drive

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Doug Verboon

TITLE

Board of Supervisors Rep. District 3 &amp; Chairman

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

\*\*\*\*\*

IN THE MATTER OF AMENDING  
THE AGREEMENT FOR WIC  
FUNDING \_\_\_\_\_ /

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Department of Public Health operates the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in the County of Kings; and

WHEREAS, the WIC program is a federally funded nutrition program that provides education, breastfeeding support, and a supplemental food benefit to families having an income up to 185% of the Federal Poverty Level with children up to age five and to pregnant, postpartum, and breastfeeding women; and

WHEREAS, WIC is an essential program that provides essential services including healthy food to the participant and infuses tens of thousands of dollars into the local economy when the food is purchased; and

WHEREAS, the California Department of Public Health (CDPH) has awarded the County of Kings funds totaling \$6,586,512, for Federal Fiscal Year 2023-25; and

WHEREAS, on September 13, 2022, the Board approved an agreement to authorize the Public Health Director to sign a three-year agreement number #22-10254 for WIC program funding; and

WHEREAS, CDPH offered the County of Kings an amendment to agreement #22-10254 to increase WIC program funding by \$2,422 for Federal Fiscal Year 2023-25 to a total of \$6,588,934; and

WHEREAS, on August 22, 2023, the Board approved Resolution number 23-061 to amend the agreement to increase WIC program funding by \$2,422 for Federal Fiscal Year 2023-25 to a total of \$6,588,934; and

WHEREAS, CDPH offered the County of Kings a second amendment to agreement #22-10254 to increase WIC program funding by \$950 for Federal Fiscal Year 2023-25 to a total of \$6,589,884.00; and

WHEREAS, the Board desires to accept the additional funding offered by CDPH; and

WHEREAS, the acceptance of these funds will contribute to the fulfillment of the mission of Kings County Public Health and benefit many of the neediest residents of the County of Kings;

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

---

1. The Board hereby finds that the foregoing recitals are true and correct.
2. The Director of Public Health or designee is hereby authorized to execute and submit all necessary grant documents, including but not limited to invoices and reports, to implement the Special Supplemental Nutrition Program for Women, Infants and Children.

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

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

\_\_\_\_\_  
Doug Verboon, Chairperson  
Board of Supervisors, County of Kings

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

\_\_\_\_\_  
Catherine Venturella, Clerk  
Board of Supervisor, County of Kings

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

Auditor Use Only	
Date	
J/E No.	
Page	of

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	WIC NUTRITION PROGRAM	SPECIAL DEPARTMENTAL	100000	414000/ 414100	92063	475.00
<b>TOTAL</b>						<b>475.00</b>

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	WIC NUTRITION PROGRAM	INTERGOVT'L REV-FED GRANT	100000	414000/ 414100	86037	475.00
<b>TOTAL</b>						<b>475.00</b>

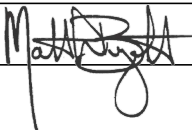
**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
<b>TOTAL</b>						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
<b>TOTAL</b>						

Explanation: The recommended action will increase Fiscal Year 2023-24 County adopted budget unit 414000 – Women, Infant & Children’s Nutrition Program by \$475. The remaining \$475 will be included in the Fiscal Year 2024-25 requested County budget.

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

Administration Approval  Board Approval \_\_\_\_\_

BOS meeting date: \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Human Services Agency – Wendy Osikafo/Monica Connor  
**SUBJECT:** SOCIAL WORKER APPRECIATION MONTH PROCLAMATION

**SUMMARY:**

**Overview:**

The national government annually declares the month of March as a time when everyone in the nation, state, and local communities should acknowledge the importance of the social work profession. Currently, 76 Human Services Agency (HSA) social workers provide services to Kings County’s most vulnerable populations. As March is recognized as National Social Work Month, this is an opportunity for Kings County to acknowledge the important contributions social workers make to the community.

**Recommendation:**

**Adopt a resolution proclaiming the month of March 2024 as Social Worker Appreciation Month in Kings County.**

**Fiscal Impact:**

None.

**BACKGROUND:**

National Professional Social Work Month was first organized in March of 1963 by the National Association of Social Workers (NASW) as a way to encourage public support for the profession. A joint resolution of Congress was passed and proclaimed on March 22, 1984 by President Ronald Reagan under Proclamation 5167 proclaiming March as National Professional Social Work Month.

Social workers across the country work as advocates, advisors, counselors, and facilitators in nonprofits, schools, clinics, businesses, and government offices. In their roles, social workers provide support to people of all backgrounds to communities and employers in both crisis and everyday life situations.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **SOCIAL WORKER APPRECIATION MONTH PROCLAMATION**

**March 5, 2024**

**Page 2 of 2**

Kings County social workers provide an array of services and support to meet the needs of the most vulnerable populations such as children, elder adults, and individuals with disabilities. County social work programs include Child Welfare Services, Adoptions, Independent Living Program, Adult Protective Services, In-Home Supportive Services, and the Public Authority. Social workers are trained to look at situations holistically, while helping bring people and communities together to address issues such as safety, hunger, affordable housing, and rehabilitation. Social workers assist individuals in obtaining employable skills, locating family connections, helping to build resiliency, and providing individual support to encourage self-reliance.

Social workers follow the NASW Code of Ethics, which calls on members of the profession to enhance human well-being and meet the basic needs of all people, with particular attention on the needs and empowerment of those who are vulnerable, oppressed, or living in poverty.

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



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

\*\*\*\*\*

IN THE MATTER OF RESOLVING TO PROCLAIM THE MONTH OF MARCH 2024  
AS SOCIAL WORKER APPRECIATION MONTH / RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Kings County Board of Supervisors wishes to bring the importance of social workers to the attention of all citizens of Kings County;

WHEREAS, the social work profession is dedicated to enhancing the well-being of others and meeting the basic needs of all people, especially the most vulnerable in our society;

WHEREAS, social workers work throughout our community to partner with families, seniors, the disabled and community members, engage service providers, connect with networks, explore opportunities, and advocate for our most vulnerable populations by helping them achieve positive outcomes;

WHEREAS, social workers promote the safety and well-being of children, families, elder adults and persons with disabilities in Kings County to achieve permanence, stability, and self reliance;

WHEREAS, social workers provide services in crisis situations and times of uncertainty, connecting the community to resources in times of need including the maintaining of family units, supporting vulnerable populations such as children, persons with disabilities and elder adults, locating providers, and providing technical assistance; and

WHEREAS, social workers have made and continue to make professional and personal adjustments to account for the impact of the pandemic and other events in the lives of social workers, and those they serve, and they have persevered to ensure the continued delivery of services and care our community needs.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** as follows:

1. The Kings County Board of Supervisors resolves to proclaim the month of March 2024, as Social Worker Appreciation Month.

2. The official Resolution shall be presented to the Kings County Human Services Agency on March 5, 2024.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held \_\_\_\_\_, by the following vote:

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

---

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_ the day of March 2024.

---

Catherine Venturella,  
Clerk of said Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Information Technology Department – John Devlin

**SUBJECT:** PERSONAL COMPUTING REFRESH PURCHASE WITH DELL COMPUTERS

### **SUMMARY:**

#### **Overview:**

In January 2024, the Board approved a reallocation of \$900,000 from the General Fund reserves for the purpose of funding the Technology Refresh Program. This allows a portion of the County’s personal computing (PC) equipment inventory to be replaced each year. Keeping equipment up to date is important to meet increasing security requirements without affecting employee productivity. Each year the Information Technology Department (ITD) replaces a portion of the County’s computer inventory to retire older computers that are at or near the end of life.

#### **Recommendation:**

- a. Authorize the Purchasing Manager to sign a purchase order for the purchase of personal computing equipment inventory;
- b. Adopt the Budget change. (4/5 vote required)

#### **Fiscal Impact:**

The cost to purchase equipment quoted at \$245,188 will be funded through PC Replacement Budget Unit 195100. The appropriation will come from the Information Technology Internal Service Fund Assigned Fund Balance. Participating departments will reimburse this purchase amortized interest rate of 5.5% over the next five years; annualized at \$50,967 per fiscal year and included in their requested budgets (fiscal year 2024-25 through fiscal year 2028-29).

### **BACKGROUND:**

ITD supports and maintains all County computer equipment. This includes the development of recommended

(Cont’d)

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **PERSONAL COMPUTING REFRESH PURCHASE WITH DELL COMPUTERS**

**March 5, 2024**

**Page 2 of 2**

specifications for functional usage, the duration of use, and the timing of replacement.

Working with Administration, ITD put in place a plan to extend and smooth out the cost of replacing General Fund computers. The plan is designed to better control computer inventory, extend the duration of replacement, even out the ITD workload of installing new PCs, and save money.

To accomplish these goals, ITD recommends replacement of the user's primary device in the replacement program and spreads those units evenly over the replacement cycle. Each user receives either a desktop or a laptop as a primary device through the ITD replacement program. The program will only provide replacement for the primary device. Replacing more units than this is cost prohibitive. Each year, ITD will recommend a list of computers that will be slated for replacement in the following fiscal year as part of the budget process. Once the list is agreed upon by Administration and the affected departments, ITD will present a purchase agreement for the Board's consideration. In total there will be 117 computers that will be replaced under this program this year. This year's total includes 75 desktops and 42 laptops as well as 117 conference monitors.



## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 21, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

<b>Quote Name:</b>	<b>County PC Refresh FY 23-24</b>	Sales Rep	Chris Mak
<b>Quote No.</b>	<b>3000172708618.2</b>	Phone	(800) 456-3355, 6182369
<b>Total</b>	<b>\$245,187.59</b>	Email	Christopher_Mak@Dell.com
Customer #	129068602	<b>Billing To</b>	CO OF KINGS ACCTS PAYABLE
Quoted On	Feb. 20, 2024		COUNTY OF KINGS
Expires by	Mar. 21, 2024		1400 W LACEY BLVD
Contract Name	Dell NASPO Computer		HANFORD, CA 93230-5962
	Equipment PA - California		
Contract Code	C000001115143		
Customer Agreement #	23026 / 7-23-70-55-01		
Deal ID	27171791		

### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Chris Mak

### Shipping Group

Shipping To	Shipping Method
SEAN WESLEY COUNTY OF KINGS 1400 W LACEY BLVD HANFORD, CA 93230-5962 (559) 582-3211	Standard Delivery

Product	Unit Price	Quantity	Subtotal
<b>Precision 3460 Small Form Factor</b>	<b>\$1,447.31</b>	<b>75</b>	<b>\$108,548.25</b>
<b>Dell 24 Video Conferencing Mon-P2424HEB</b>	<b>\$327.05</b>	<b>117</b>	<b>\$38,264.85</b>
<b>Mobile Precision 3581</b>	<b>\$1,996.58</b>	<b>42</b>	<b>\$83,856.36</b>

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<b>Subtotal:</b>	<b>\$230,669.46</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$795.00</b>
<b>Non-Taxable Amount:</b>	<b>\$42,180.18</b>
<b>Taxable Amount:</b>	<b>\$189,284.28</b>
<b>Estimated Tax:</b>	<b>\$13,723.13</b>

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**Total: \$245,187.59**

**License Subtotal for Commitment Term: \$0.00**

\*Excludes Taxes

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Maximize your new  
technology on day one

Dell ProDeploy Suite



## Shipping Group Details

### Shipping To

SEAN WESLEY  
 COUNTY OF KINGS  
 1400 W LACEY BLVD  
 HANFORD, CA 93230-5962  
 (559) 582-3211

### Shipping Method

Standard Delivery

### Precision 3460 Small Form Factor

Estimated delivery if purchased today:  
 Mar. 07, 2024  
 Contract # C000001115143  
 Customer Agreement # 23026 / 7-23-70-55-01

Unit Price	Quantity	Subtotal
\$1,447.31	75	\$108,548.25

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3460 SFF CTO BASE	210-BCTU	-	75	-
13th Generation Intel Core i7-13700 (30MB Cache, 16 Core (8+8), 2.1GHz to 5.2GHz (65W)) TDP	338-CKHZ	-	75	-
HEATSINK for 65W CPU	412-AAZQ	-	75	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	75	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	75	-
Intel Integrated Graphics only	490-BBBS	-	75	-
32 GB: 2 x 16 GB, DDR5, 5600MT/s, SO-DIMM, non-ECC	370-BBXV	-	75	-
512GB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQN	-	75	-
Thermal Pad for 3460 SFF SSD	412-AAZZ	-	75	-
Dell KB216 Wired Keyboard English	580-ADJC	-	75	-
Internal Wi-Fi Antenna	555-BHHG	-	75	-
Intel Wi-Fi 6E (6GHz) AX211 2x2 Bluetooth 5.2 Wireless Card	555-BHHI	-	75	-
Intel Management Engine with vPro	631-ADHJ	-	75	-
ENERGY STAR Qualified	387-BBLW	-	75	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	75	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	75	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	75	-
WLAN Intel AX211 wireless card driver	555-BHPO	-	75	-
Shipping Material (DAO)	340-CBUU	-	75	-
Shipping Material	340-CQYR	-	75	-
Custom Configuration	817-BBBB	-	75	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	75	-
Additional Software Win 11	658-BFNE	-	75	-
Quick Setup Guide, Precision 3460	340-CYUT	-	75	-
Precision 3460 SFF with 300W (80 Plus Platinum) PSU, RPL and ADL Compatible	321-BJHY	-	75	-
No Optical Drive	429-ABKR	-	75	-
Integrated Intel SATA Controller	403-BBCE	-	75	-
No Media Card Reader	385-BBBL	-	75	-
Internal Speaker	520-AARD	-	75	-

Optional HDMI 2.0b Video Port	382-BBMF	-	75	-
Dell Precision TPM	340-ACBY	-	75	-
No SATA RAID	780-BBCJ	-	75	-
Precision 3460 Plat Reg Label DAO	389-ECXZ	-	75	-
C1 SSD Boot + SSD	449-BBYR	-	75	-
No Hard Drive	400-AKZR	-	75	-
No Hard Drive	400-AKZR	-	75	-
No Hard Drive	400-AKZR	-	75	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	75	-
No Hard Drive	400-AKZR	-	75	-
CMS Software not included	632-BBBJ	-	75	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	75	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	75	-
ProSupport: 7x24 Technical Support, 5 Years	997-2838	-	75	-
ProSupport: Next Business Day Onsite, 5 Years	997-6784	-	75	-
Intel Rapid Storage Technology Driver, Precision 3460	409-BCWM	-	75	-

Unit Price	Quantity	Subtotal
\$327.05	117	\$38,264.85

**Dell 24 Video Conferencing Mon-P2424HEB**

Estimated delivery if purchased today:  
Mar. 01, 2024  
Contract # C000001115143  
Customer Agreement # 23026 / 7-23-70-55-01

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Video Conferencing Mon-P2424HEB	210-BGLQ	-	117	-
Dell Limited Hardware Warranty	814-9422	-	117	-
Advanced Exchange Service, 5 Years	814-9425	-	117	-

Unit Price	Quantity	Subtotal
\$1,996.58	42	\$83,856.36

**Mobile Precision 3581**

Estimated delivery if purchased today:  
Mar. 20, 2024  
Contract # C000001115143  
Customer Agreement # 23026 / 7-23-70-55-01

Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision Workstation 3581 CTO	210-BGDR	-	42	-
Intel Core i7-13800H, vPro Enterprise (24MB Cache, 14 Cores, 20 Threads, 2.5 - 5.2 GHz Turbo, 45W)	379-BFDP	-	42	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	42	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	42	-
Intel Core i7-13800H Processor with vPro and Integrated Graphics	329-BJTP	-	42	-
Intel® Integrated Graphics	490-BIGI	-	42	-
15.6" FHD 1920 x 1080, 60 Hz, 400 nits, non-touch, RGB FHD Camera and Mic with WLAN + 5G WWAN	391-BHKI	-	42	-
FHD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBIW	-	42	-
32GB, 2x16GB 5200MT/s SODIMM, DDR5, non-ECC	370-BBMS	-	42	-



512GB, M.2 2230, Gen 4 PCIe NVMe SSD, Class 35	400-BOVQ	-	42	-
No Additional Hard Drive	401-AAGM	-	42	-
No RAID	780-BBFE	-	42	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	42	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	42	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	42	-
5G - Intel 5000 Global 5G (DW5931e), eSIM, ATT	556-BDSN	-	42	-
6 Cell Battery Cable	451-BDDJ	-	42	-
6 Cell, 97Whr, Standard Battery	451-BDDL	-	42	-
130W Type C Power Adapter	492-BDGH	-	42	-
Intel vPro Management Disabled	631-BBHW	-	42	-
ENERGY STAR Qualified	387-BBLW	-	42	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	42	-
E5 Power Cord 1M for US	470-AFGV	-	42	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJML	-	42	-
Mix Packaging for 130W Adapter	340-DKFX	-	42	-
Custom Configuration	817-BBBB	-	42	-
Intel Core i7 Processor Label	340-CUEQ	-	42	-
Dell Additional Software	658-BFPP	-	42	-
Quick Setup Guide for Mobile Precision 3581	340-DJXT	-	42	-
Bottom Door	354-BBHG	-	42	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	42	-
ProSupport: 7x24 Technical Support, 5 Years	997-1105	-	42	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	42	-
ProSupport: Next Business Day Onsite, 5 Years	997-6030	-	42	-
Extended Battery Service for Years 2 and 3 of System Life	815-2815	-	42	-
BTO Standard Shipment (M)	800-BBGS	-	42	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	42	-

<b>Subtotal:</b>	<b>\$230,669.46</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$795.00</b>
<b>Estimated Tax:</b>	<b>\$13,723.13</b>
<b>Total:</b>	<b>\$245,187.59</b>

# Important Notes

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## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

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

Auditor Use Only
Date
J/E No.
Page of

**(A) New Appropriation**

**Expenditures:**

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
ITISF	PC Replacement	Equipment	500200	195100	92103	245,188
TOTAL						245,188

**Funding Sources:**

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						245,188

**(B) Budget Transfer:**

**Transfer From:**

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						0

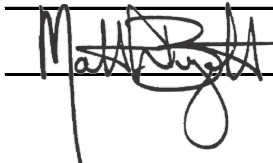
**Transfer To:**

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
TOTAL						0

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

***Appropriate assigned funds to purchase equipment.***

Dept. of Finance Approval



Department Head Approval



Administration Approval

Board Approval

BOS meeting date

\_\_\_\_\_





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Department of Public Works – Dominic Tyburski/Mitchel Cabrera  
**SUBJECT:** KINGS COUNTY FIRE DEPARTMENT, FIRE STATION NUMBER 5 – PARTIAL REMODEL

**SUMMARY:**

**Overview:**

On October 10, 2023, the Board approved the project plans and specifications, and authorized advertisement of the Fire Station Number 5 Partial Remodel Project. Improvements for the project consist of the expansion of the living quarters, reconstruction/expansion of the fire apparatus bays, reconstruction of the existing parking lot, and new concrete walkways. On November 30, 2023, four bids were received, all of which were considered responsive and responsible. The low bid in the amount of \$2,770,000 was submitted by Ardent General, Inc.

**Recommendation:**

**Approve the construction agreement with Ardent General, Incorporated for the construction of the Fire Station Number 5 Partial Remodel project.**

**Fiscal Impact:**

This project is a Capital Project and will not impact the General Fund. The amount of the construction agreement is \$2,770,000. The project will utilize funding secured from the California High Speed Rail Authority.

**BACKGROUND:**

Construction of the California High Speed Rail has created the need to relocate the County’s Fire Station 4 with funding secured from the High Speed Rail Authority. The County intends to utilize these funds to relocate the existing Station 4 and provide a partial remodel for improvements at Station 5 in Armona. The existing Station 5 will undergo a partial remodel to accommodate the ladder truck and additional staff currently housed at Station 4.

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **KINGS COUNTY FIRE DEPARTMENT, FIRE STATION NUMBER 5 – PARTIAL REMODEL**

**March 5, 2024**

**Page 2 of 2**

The County has completed project plans and has undergone the advertisement period.

The four bids were as follows:

1. Ardent General, Inc.	\$2,770,000
2. Katch Environmental, Inc.	\$2,862,999
3. BDM, Inc.	\$2,984,785
4. David A. Bush, Inc.	\$3,144,600

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

**KINGS COUNTY FIRE STATION NO. 5 PARTIAL REMODEL**

**CONSTRUCTION AGREEMENT**

For

**KINGS COUNTY FIRE STATION NO. 5 PARTIAL REMODEL**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Kings, hereinafter referred to as "Owner", and **Ardent General, Inc.**, 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

**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 Fire Station No. 5 Partial Remodel** 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 **Two Hundred Seventy (270) Calendar Days** from the date of commencement.

**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 \$ **2,770,000.00** lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

## KINGS COUNTY FIRE STATION NO. 5 PARTIAL REMODEL

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:

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### 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 **\$2,000.00** 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.



## KINGS COUNTY FIRE STATION NO. 5 PARTIAL REMODEL

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 The Supplementary Conditions, and any other Conditions of the Contract are those detailed below:

Document	Date	Pages
NA		

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	November 9, 2023
2	November 27, 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 waiver

## KINGS COUNTY FIRE STATION NO. 5 PARTIAL REMODEL

of any provision of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver. 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:

**KINGS COUNTY FIRE STATION No. 5 PARTIAL REMODEL**


**OWNER:**  
MITCHEL CABRERA  
COUNTY OF KINGS  
CHAIR OF THE BOARD  
KINGS COUNTY GOVERNMENT CENTER  
1400 W. LACEY BLVD.  
HANFORD, CA 93230

**CONTRACTOR:**  
Arden General Inc.  
James L. Myers  
Owner/President  
2960 N. Buri Avenue  
Fresno, CA 93727

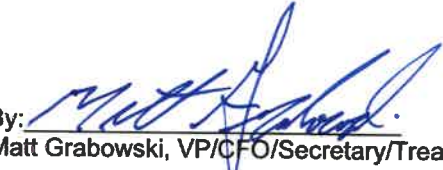
If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected on a return receipt, whichever occurs first.


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:**  
By: \_\_\_\_\_  
DOUG VERBOON, CHAIR OF THE BOARD

**CONTRACTOR:**  
By:   
James L. Myers, Owner/President

APPROVED AS TO INSURANCE  
By:  02/09/2024  
SARAH POOTS, RISK MANAGER

By:   
Matt Grabowski, VP/CFO/Secretary/Treasurer

APPROVED AS TO FORM  
DIANE FREEMAN, COUNTY COUNSEL  
By:  12/15/2023  
CINDY CROSE KLIEVER, DEPUTY 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 March 5, 2024

**SUBMITTED BY:** Department of Public Works – Dominic Tyburski/Mitchel Cabrera  
**SUBJECT:** COMMUNITY DEVELOPMENT BLOCK GRANT KETTLEMAN CITY  
GENERAL PETROLEUM AVENUE IMPROVEMENTS PROJECT

**SUMMARY:**

**Overview:**

On November 26, 2019, the Board awarded the design contract for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements Project to Mark Thomas & Company, Inc. The project consists of construction of curb, gutter, and sidewalk along General Petroleum Avenue from just west of 5<sup>th</sup> Street to 1<sup>st</sup> Street. The design has been completed and funding has been allocated for the construction phase of the project. The Department of Public Works requests authorization to advertise the project for construction.

**Recommendation:**

- a. Approve the Plans and Specifications for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements Project;
- b. Authorize the Department of Public Works to advertise the project.

**Fiscal Impact:**

The project is fully funded through the Community Development Block Grant (CDBG) and will not impact the General Fund. The engineers’ estimate for the project is \$520,000.

**BACKGROUND:**

In November of 2023, the County was awarded a Community Development Block Grant from the State of California Department of Housing and Community Development in the amount of \$650,000, with the primary purpose of improving the sidewalks within the public Right of Way. The County will utilize this grant to extend the concrete sidewalk, curb, and gutter along General Petroleum Avenue from 5<sup>th</sup> Street to 1<sup>st</sup> Street in Kettleman City. Project design was completed in October of 2020 with an estimated construction cost of \$520,000. The project is estimated to be completed by August of 2024.

The plans and specifications are on file with the Clerk of the Board and the Public Works Department and can be located on our website at:

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

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Department of Public Works – Dominic Tyburski/Mitchel Cabrera

**SUBJECT:** AVENAL CUTOFF ROADWAY IMPROVEMENTS PHASE I PROJECT

**SUMMARY:**

**Overview:**

On June 27, 2023, the Board approved the bids request package and authorized advertisement of the Avenal Cutoff Roadway Improvements Phase I Project. On February 8, 2024, the Public Works Department received a total of five bids, all of which were considered responsive and responsible. However, bids for the project were significantly higher than the allocated budget amount due to the k-rails lane separations and associated labor. Public Works is revising the project documents to allow for a full road closure to reduce the overall cost within the project budget amount. Public Works recommends that all bids submitted in response to Bid #2023-25 be rejected and to readvertise the project with the revised scope allowing for a full road closure.

**Recommendation:**

- a. **Reject all bids submitted in response to Bid #2024-25 Avenal Cutoff Roadway Improvements Phase I Project;**
- b. **Approve the revised plans and specifications for the Avenal Cutoff Roadway Improvements Project;**
- c. **Authorize the Department of Public Works to advertise the project.**

**Fiscal Impact:**

The engineers' estimate for the Phase I Project is \$6,987,761 which will be paid for by the County Road fund, not impacting the General Fund. Funds for the project are included in the Road's budget in Budget Unit 311000, and will utilize Senate Bill 1 (SB-1) resources.

**BACKGROUND:**

SB-1 is a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges in communities across the state. The County has received a significant influx of new revenue to invest

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **AVENAL CUTOFF ROADWAY IMPROVEMENTS PHASE I PROJECT**

**March 5, 2024**

**Page 2 of 2**

in the local road system from SB-1, which was enacted on April 28, 2017. This measure is in response to California's significant funding shortfall to maintain the State's multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on state highways, local streets and roads, and bridges to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads will also be eligible to compete for additional funding for active transportation and congested corridor projects.

Funding from SB-1 will be utilized for the re-construction of the Avenal Cutoff Roadway using Full-Depth Reclamation with new asphaltic concrete pavement from State Route 198 to the California Aqueduct (approximately 15 miles). The project will be constructed in five phases with the first phase encompassing a centerline length of approximately 4.5 miles.

On February 12, 2024, the Department of Public Works received a total of five bids in response to Bid #2024-25 for the Avenal Cutoff Roadway Improvements Phase I Project. Due to the k-rail needed to maintain the roadway open to traffic in both directions, the cost for traffic control was substantially higher than anticipated by the department. The bids received in response to Bid #2024-25 are as follows:

Granite Construction Company	\$8,752,072
Teichert Construction	\$8,775,000
Agee Construction	\$8,948,810
Cal Valley Construction	\$8,971,255
Yarbs Grading & Paving	\$9,999,950

The average traffic control line-item cost which includes the k-rail as submitted by all bidders listed above was \$2,368,255.

The Department of Public works is revising the project plans and specifications to eliminate the k-rail and to perform the roadway improvements during a full road closure. This will allow for a faster construction timeframe and a reduced overall cost for construction.

The plans and specifications are on file with the Clerk of the Board and the Public Works Department and can be located on our website at:

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Administration – Kyria Martinez

**SUBJECT:** STUDY SESSION TEMPORARY COUNTY SHELTER

**SUMMARY:**

**Overview:**

Over the past several years, the County has been discussing the issue of homelessness and its impact as well as possible solutions. County Administration has been approached by various stakeholders who would like to have a County shelter on County site, specifically the former county jail, as a temporary place until a long-term solution is developed. The proposal of a temporary County shelter requires staff to dedicate resources to develop ordinances and search for funding sources. A study session is being brought forward to discuss the proposal and seek direction from the Board.

**Recommendation:**

- a. Receive a presentation on the temporary shelter proposal;
- b. Direct staff on implementation of the shelter proposal.

**Fiscal Impact:**

The cost to stand up and operate a County shelter is unknown at this time. The cost to stand a shelter is estimated to be approximately \$700,000- \$1,000,000, existing structure would need to be modified or stand up for use. Additionally, there would be operational ongoing costs.

**BACKGROUND:**

Each year, the Kings/Tulare Homeless Alliance (Alliance) conducts a Point in Time (PIT) count of the number of people experiencing sheltered and unsheltered homelessness within Kings and Tulare Counties. The 2023 survey results indicate that Kings County has 417 individuals experiencing homelessness with 383 within the

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **STUDY SESSION TEMPORARY COUNTY SHELTER**

**March 5, 2024**

**Page 2 of 2**

City of Hanford. Over the past several years, the County has been discussing the issue of homelessness and its impact as well as possible solutions.

County Administration has been approached by various stakeholders who would like to have a County shelter on a County site, specifically the former county jail, as a temporary place until a long term solution is developed. The proposal requires County staff to dedicate resources to develop ordinances and search for funding sources to dedicate to the shelter.

Further, on February 20, 2024 the Kings County Homeless Collaborative (KCHC) met and discussed a proposal for a county temporary shelter. KCHC was established to “advise and assist the County efforts to address homelessness issues affecting the community.” The Kings/Tulare Homeless Alliance is a consortium of partners that includes homeless service providers, advocacy groups, government agencies and homeless individuals who are working together to address the housing and support service needs of the homeless in this region of the San Joaquin Valley.

KCHC meets monthly and at the most recent February meeting an idea that originated at the Sheriffs Office was presented related to a temporary shelter that homeless individuals could go to for safe sleeping during the night time while Kings Community Action Organization (KCAO) is building a low barrier shelter as part of its larger service center project. It is recognized that it will likely be a minimum of two years or more before individuals can be served at the KCAO site as there is still need for funding for the shelter. One location proposed by the Sheriffs office is the exercise yard at the old jail facility. The location is on the County government complex. Collaborative members and attendees asked a variety of questions, shared ideas and expressed willingness to partner on the project and appreciation of leaders trying to do something rather than wait until the shelter is built.

Overall support for the project was voiced by collaborative members and interest in partnering in its implementation, provision of services and to coordinate outreach efforts. During a subsequent agenda item related to the KCHC annual report a suggestion was made to include the project in the recommendation section of the report which is anticipated to be complete in late March.

County Department heads have been working collaboratively on exploring additional site locations and researching the matter as there is currently not a plan in place. There is no action item being requested rather a direction from the Board for next steps.

County Administration is currently working on establishing a position that would be able to provides guidance to the County on homeless issues and oversees the County’s efforts to address homelessness by partnership with other agencies throughout the County. Additionally the position would, seek, write and apply for available grant funding opportunities. The position is in infancy stages however, should the Board proceed with direction to establish a shelter then this position can assist with the planning stages.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Administration – Kyria Martinez/Matthew Boyett

**SUBJECT:** 2024 DRY YEAR WATER TRANSFER PROGRAM

**SUMMARY:**

**Overview:**

In dry years, State Water Contractors, Inc. (SWC), a collaborative agency made up of various State Water Project (SWP) contractors, facilitates water transfers among participating contractors to assist in procuring sufficient supplies for operations. Water is generally made available from agencies in northern California and is sold to participating SWC contractors at a negotiated price. This year, the Lemoore Naval Air Station (LNAS) is planning to participate in the program by requesting to purchase up to 700 acre-feet of Dry Year Water Transfer water.

**Recommendation:**

- a. Approve the agreement with State Water Contractors, Incorporated for participation in the 2024 Dry Year Water Transfer Program effective upon execution by all parties through December 2024 or upon the completion of all duties and obligations of all parties;
- b. Authorize the County Administrative Officer to sign the agreement with State Water Contractors, Incorporated for participation in the 2024 Dry Year Water Transfer Program;
- c. Authorize the County Administrative Officer to execute the Buyer-Seller Agreement(s) upon receipt from State Water Contractors, Incorporated subject to County Counsel review and approval;
- d. Authorize the County Administrative Officer to execute the Storage and Conveyance Agreement(s) upon receipt from the Department of Water Resources subject to County Counsel review and approval.

**Fiscal Impact:**

There is no impact to the General Fund. Upon participation, LNAS will deposit \$5 per acre-foot of

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **2024 DRY YEAR WATER TRANSFER PROGRAM**

**March 5, 2024**

**Page 2 of 2**

requested water, for a total of \$3,500. LNAS will then pay the balance for any procured water under this program.

#### **BACKGROUND:**

In dry years, water agencies in northern California make various types of water available for purchase by participating contractors in SWC's Dry Year Water Transfer Program. The initial 2024 SWP allocation is 10% and SWC has initiated its Dry Year Water Transfer Program to help participating contractors procure sufficient supplies for the year. The County is an SWP contractor and coordinates with the Tulare Lake Basin Water Storage District to deliver SWP water to LNAS through Westlands Water District turnouts. LNAS has indicated interest in participating in the Dry Year Water Transfer Program to purchase up to 700 acre-feet of water. LNAS participated in and requested 700 acre-feet of water in the Dry Year Water Transfer Program back in 2022 when SWC last initiated this program. There was no need for this program in 2023 due to the flood.

Once all participating agencies complete the initial participation agreement for the program, SWC will then initiate the negotiation and buying of water supplies based on the requested need for those participating in the program. Once willing sellers are identified and prices are negotiated for supplies, each participating agency will need to execute separate Buyer-Seller Agreements with each seller. Once Buyer-Seller Agreements are fully executed, the Department of Water Resources (DWR) will then draft subsequent Storage and Conveyance Agreements that authorize the movement of water from the seller to the buyer through SWP channels. As such, the final, executable versions of the Buyer-Seller and Storage and Conveyance Agreements are not yet available and therefore neither staff nor County Counsel have had an opportunity to review or approve them. Given the timeliness, urgency, and linear nature of completing a water sale under this program, standard Board and County processes and timeframes do not work within the confines of the sale. Therefore, staff are requesting pre-approval to execute the Buyer-Seller and subsequent Storage and Conveyance Agreements once they are received, contingent upon review and approval of County Counsel. This is standard practice that the County operated within in previous program years, most recently in 2022.

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

**STATE WATER CONTRACTORS  
2024 DRY YEAR WATER TRANSFER AGREEMENT**

This State Water Contractors (“SWC”) 2024 Dry Year Water Transfer Agreement (“Agreement”) is between and among the SWC and certain SWC member agencies who execute this Agreement with the intent to purchase water (“Buyers”) through the 2024 Dry Year Transfer Program (“DYTP”). SWC and Buyers may be referred to collectively as “Parties” and the actions being carried out under this Agreement may be referred to as the “Program.” This Agreement is effective when executed by SWC and as to each Buyer, when executed by such Buyer.

**RECITALS**

- A. The SWC is a non-profit mutual benefit corporation created under California law in 1982.
- B. The Buyers who have executed this Agreement are SWC member agencies.
- C. The Buyers desire to purchase water to help meet their service areas’ needs in 2024, and desire the SWC to act as a negotiating and fiscal agent to collect, hold, disburse, and account for funds deposited by the Buyers pursuant to this Agreement. The SWC is empowered and is willing to do so.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

**AGREEMENT**

**1. BUYER-SELLER AGREEMENTS**

(A) The SWC, along with certain Buyers, shall jointly negotiate agreements to purchase water from to-be-determined water districts/water agencies/water companies in the Sacramento Valley (“Sellers”) through an agreement (“Buyer-Seller Agreements”)

for use by Buyers in 2024. The Buyers shall make their best efforts to negotiate and execute Buyer-Seller Agreements by April 19, 2024.

(B) Each Buyer will execute a Buyer-Seller Agreement with each Seller. The SWC shall not be a party to the Buyer-Seller Agreements.

(C) Each Buyer will execute Storage and Conveyance Agreements with the California Department of Water Resources (“DWR”) and the Seller and/or Sellers. There will be additional conditions, risks, and possibly DWR administrative charges associated with the Storage and Conveyance Agreements. The SWC shall not be a party to the Storage and Conveyance Agreements.

(D) The Buyers understand that (i) water purchased through the Buyer-Seller Agreements will be subject to losses and (ii) the water delivered by DWR could be reduced or delayed based on regulatory or judicially imposed restrictions on DWR’s ability to operate the export pumps and State Water Project infrastructure outages. The Buyers further understand that payments required by the Buyer-Seller Agreements and this Agreement are based on the water amount purchased and not the water amount delivered.

## **2. INITIAL WATER REQUEST AND INITIAL ALLOCATION PROPORTION**

(A) Provided Buyer has executed this Agreement on or before March 1, 2024, each Buyer shall: (i) provide written notification to the SWC of its initial water request (“Initial Request”) and (ii) remit to the SWC \$5 for each acre-foot included in its Initial Request as an initial administrative deposit (“Administrative Deposit”), to be held in trust by the SWC under Section 7. The Administrative Deposit shall be used to pay the SWC’s staff and administrative costs described in Section 6 and Sellers’ staff, environmental, legal, technical/engineering, and regulatory costs described in Section 5.

(B) Upon executing this Agreement, submitting an Initial Request, and remitting an Administrative Deposit, the Buyer shall be entitled to make a final water request (“Final Request”) pursuant to Section 3(B).

(C) The initial allocation of the water to be purchased through the Buyer-Seller Agreements will be based on the lesser of Buyer’s Initial Request or Buyer’s proportionate

share to the total DYTP supply, determined by the ratio of participating Buyers' maximum SWP Table A amount to the total maximum SWP Table A amounts of all Buyers ("Initial Allocated Proportion").

(D) Should a Party(ies) desire to adjust the allocation methodology specified in Section 2(C), the Parties who have made an Initial Request must agree unanimously in writing.

### **3. FINAL WATER REQUEST AND PURCHASE WATER DEPOSITS**

(A) On or before May 17, 2024, the SWC will provide Buyers written notice of: (i) the current Sellers' anticipated total water amount available by water supply type (e.g. crop idling, crop shifting, groundwater substitution, reservoir reoperation) for purchase through the Buyer-Seller Agreements; (ii) the Buyer-Seller Agreements' final terms; and (iii) each Buyer's Initial Allocated Proportion of water available per Section 2(C).

(B) On or before May 24, 2024, each Buyer will provide the SWC and other Buyers written notice of its final water request ("Final Request"). The Final Request cannot be greater than the Buyer's Initial Request or the Initial Allocated Proportion identified in the SWC's Section 3(A) notice unless agreed to in writing by all Buyers. If a Buyer is allowed to expand its request beyond the Final Request, the corresponding supplemental SWC Administrative Deposit will be submitted within one week of the granted increase.

(C) On or before May 31 2024, the SWC will provide Buyers written notice of any adjustments, in accordance with Section 4, to each Buyer's Initial Allocated Proportion of water available for purchase based on the Final Request ("Final Allocated Proportion").

(D) On or before May 10, 2024, each Buyer shall remit to the SWC an initial purchase deposit ("Initial Purchase Deposit") equal to 50% of its Initial Allocated Proportion multiplied by the price per acre-foot established in the Buyer-Seller Agreements or any Letter of Commitment and/or Letter of Intent. The price per acre-foot may vary among each unique Buyer-Seller Agreement. Based on the Final Allocated Proportion, determined in Section 4, the Buyer shall remit to the SWC the remaining

balance of the cost of Buyer's Final Allocated Proportion ("Final Purchase Deposit") by June 7, 2024. The SWC shall hold all purchase deposits in trust under Section 7.

(E) If the purchased water amount allocated to a Buyer is not made available to a Buyer based on Seller's failure to perform, resulting in excess payment of Final Purchase Deposit, the SWC shall refund any excess purchase deposits not needed for Buyer's share of purchase costs.

(F) The Parties may mutually agree to adjust the dates specified in this Section 3, in writing, without amending this Agreement.

#### **4. FINAL ALLOCATION PROPORTION**

(A) If a Buyer's Final Request is less than its Initial Allocated Proportion as provided in the SWC's notice in Section 3(A), the forfeited potential water transfer quantity will be offered to other Buyers pursuant to Section 4(B). If a Buyer does not execute the Buyer-Seller Agreements or submit Purchase Deposits to the SWC pursuant to Section 3(D), it will be considered a withdrawn buyer ("Withdrawn Buyer") and will have no rights or obligations to purchase water pursuant to this Agreement and cannot rejoin the 2024 DYTP. A Withdrawn Buyer will still be responsible for any proportional cost obligations as described in Sections 5 and 6, prior to the date SWC receives actual notice of the Buyer's withdrawal from the 2024 DYTP.

(B) Each Buyer remaining in the Program may request a share of water made available by Withdrawn Buyers or by reduced requests of remaining Buyers equal to its proportionate share of the total amount of Final Requests made under Section 3. If a remaining Buyer does not want additional supply, this reallocation process will be repeated as necessary to distribute the additional water to willing Buyers. If the reallocation process results in a Buyer accepting an assigned proportional share that is greater than the Initial Allocated Proportion, the Buyer must submit the corresponding additional \$5 per acre-foot Administrative Deposit and corresponding Purchase Deposits to the SWC for the additional quantity above the Initial Allocated Proportion within ten business days of accepting the additional assigned share.



(C) SWC will determine each Buyer's Final Allocated Proportion, in accordance with Sections 4(A) and (B), and will notify each Buyer in the required Section 3(C) notice.

(D) After the Buyer-Seller Agreements have been executed and the Sellers have been notified of the intent to purchase the water, remaining Buyers will be responsible for full payment of allocated purchased supplies and potential Seller legal/administrative costs/liabilities, if any, as set forth in the Buyer-Seller Agreement and/or referenced in Section 5.

## **5. PAYMENTS TO SELLERS**

(A) Letter(s) of Commitment/Intent: If it is deemed necessary, this Agreement authorizes the SWC to execute a Letter of Commitment and/or a Letter of Intent with the Sellers on behalf of the Buyers prior to the actual execution of a Buyer-Seller Agreement. Buyers shall have the right to review any Letter of Commitment/Intent before it is executed. Upon the execution of this Agreement and any Letter of Commitment/Intent, the SWC may commit the Buyers to pay some of Sellers' future or past regulatory and administrative costs. In addition, the Letter of Commitment/Intent may commit Buyers to cover certain Sellers' costs in the event of an administrative challenge, litigation, and/or certain Sellers' costs incurred prior to DTYP cancellation. Such payments may be required regardless if a Buyer-Seller agreement is executed and/or if water is ultimately purchased or moved. Funding for these payments will come from the Buyers' \$5 per acre-foot Administrative Deposit. If the Administrative Deposit is insufficient and additional funds are required, as to be determined by SWC, a sufficient subsequent Administrative Deposit will be paid by Buyers to the SWC, in proportion to their participation share of the DYTP at the time of the execution of any Letter of Commitment/Intent.

(B) Buyer-Seller Agreement(s):

(i) Water Purchase: Upon Buyers submitting a Final Request, Buyer must remit an Initial Purchase Deposit to the SWC pursuant to Section 3(D), and the SWC will promptly, but no later than any notification deadline in the Buyer-Seller Agreements, notify the Sellers that the Buyers have submitted a Final Request and

will make payments to the Sellers in accordance with the payment provisions of the Buyer-Seller Agreements. In addition, the Buyers must remit a Final Purchase Deposit to the SWC pursuant to Section 3(D). The payments made by the SWC to the Sellers based on a Buyer's Final Allocated Proportion will not be refundable to the Buyer unless Sellers fail to perform and are required to return the payments based on their failure to perform as specified in the Buyer-Seller Agreements and any Letter of Commitment/Intent.

(ii) Seller Administrative, Regulatory, and Litigation Costs:

(a) If not obliged by an execution of a Letter of Commitment/Intent in Section 5(A), the Buyer-Seller Agreement will likely commit the Buyers to incur some of the Sellers' administrative and regulatory costs in addition to possible litigation and administrative costs associated with an unforeseen administrative challenge and/or litigation against a 2024 DYTP water transfer. Such expenses would be funded using the Buyers' Administrative Deposit described in Section 2(A). If the Administrative Deposit is insufficient and additional funds are required, a sufficient subsequent Administrative Deposit will be paid by Buyers to the SWC, provided such subsequent payment is consistent with the Buyer-Seller Agreement.

(b) The SWC are authorized to, and shall, disburse from the Administrative Deposit funds necessary to pay the Buyers' share of Sellers' administrative, regulatory, and litigation (if any) costs, including any such costs required by Letters of Commitment/Intent and/or the relevant Buyer-Seller Agreement. Subject to Sections 5(B)(ii)(c) and (d), each Buyer's Administrative Deposit will be debited with a proportionate share of these costs equal to the Final Allocated Proportion of water.

(c) Because the Sellers' administrative, regulatory, and potential litigation costs will be incurred irrespective of whether any of the Buyers ultimately purchase water or whether there is capacity to deliver purchased water, Withdrawn Buyers will be responsible for the payment of the costs specified in 5(B)(ii) proportionate to the Initial Allocated Proportion for

environmental and legal costs associated with the defense of the Program that were initiated prior to the Buyer becoming a Withdrawn Buyer. However, a Withdrawn Buyer's maximum liability for administrative costs shall be limited by its total Administrative Deposit.

(d) In the event that all Buyers withdraw from the Program or no water can ultimately be delivered, the administrative, regulatory, and litigation (if any) cost responsibilities, as required in the Buyer-Seller Agreements and/or the Letter of Commitment/Intent, will be apportioned to all Buyers who executed this Agreement according to the Initial Allocated Proportion at the time of withdrawal or Program termination. In the unlikely event where the resulting payment obligations to the Seller exceed the 2024 DYTP Administrative Deposits, additional Administrative Deposits, assessed in proportion to the participation share at the time of withdrawal or Program termination, will be required.

## **6. SWC'S ADMINISTRATIVE COSTS**

The SWC will be responsible for taking the following actions to facilitate the transfers:

(A) Hold/manage the deposits in a separate interest-bearing account for the Buyers' benefit and return to the Buyers their proportionate share of any interest remaining in the account when their duties have ended under this Agreement;

(B) Collect money from Buyers and disburse to Sellers;

(C) Account for money/water and refund any excess deposits made by Buyers;

(D) Administer contract changes, transfer adjustments, and any repayment required due to failure/inability to deliver water; and

(E) Coordinate with DWR on behalf of the Buyers regarding the Storage and Conveyance Agreements, carriage loss calculation, and any DWR administrative fees.

(F) Subject to Section 6(G), each Buyer that receives water from this Program shall pay the SWC a proportionate share of the SWC's actual costs to administer this Agreement equal to its Final Allocated Proportion. When the SWC administrative duties have ended, it will provide the Buyers an accounting for its actual costs. If the SWC's actual administration and administrative costs identified in Section 6 and the Sellers'

costs identified in Section 5(B)(ii) exceed the Administrative Deposits, each Buyer shall pay to the SWC an amount equal to its proportionate share of its Final Allocated Proportion within ten business days of receiving an invoice or notification from the SWC, provided such subsequent payment is consistent with the Buyer-Seller Agreement. If the costs are less than the Administrative Deposits, the SWC shall refund to each Buyer its proportionate share of the remaining Administrative Deposits based on its Final Allocated Proportion. In either case, at the conclusion of the program the SWC will retain a sum of \$2,000 from the combined Administrative Deposits to cover costs associated with typical post-program activities such as answering questions regarding water and cost accounting, preparation for program audits, and documenting the program, including “lessons learned,” which will aid future programs.

(G) Withdrawn Buyers will pay the SWC a proportionate share of the SWC’s actual costs to administer this Agreement and the DYTP incurred prior to becoming a Withdrawn Buyer, designated as the date of written notification to SWC of withdrawal or failure to execute a Buyer-Seller Agreement by the required date (whichever is earlier) based on its Initial Allocated Proportion, or failure to make the required deposit by the due date.

## **7. SWC’s DUTIES AS FISCAL AGENT**

The SWC shall hold and manage the funds deposited by Buyers in a separate interest-bearing account in trust for the benefit of the Buyers and shall exercise the same duty of care in managing the Buyers’ account as it exercises in maintaining its own accounts.

## **8. INDEMNITY AND LIABILITY**

(A) As between themselves, the Buyers agree to jointly and severally assume any liability of the SWC resulting from this Agreement in proportion to their respective share of the total amount of Initial Requests. The Buyers agree that the SWC shall incur no liability as a result of the SWC undertaking the work provided for by this Agreement.

(B) The Buyers agree to jointly and severally protect, defend, indemnify, and hold harmless the SWC, including its directors and staff, and any members of the SWC

who are not parties to this Agreement and their respective directors, officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, occurring or in any way incident to, connected with, or arising directly or indirectly out of the Buyers' performance or non-performance under this Agreement.

**9. AUDIT**

(A) SWC shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

(B) Buyer will have the right to audit SWC's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

(C) Upon reasonable notice from Buyer, SWC shall cooperate fully with any audit of its billings conducted by Buyer and shall permit access to its books, records, and accounts as may be necessary to conduct such audits.

**10. TERM OF AGREEMENT**

This Agreement shall be effective until December 31, 2024 or upon the completion of all duties and obligations of the Parties.

**11. NOTICES**

All notices required by this Agreement to be made in writing can be made by facsimile, e-mail, or signed document via e-mail.

**12. SIGNATURE BY COUNTERPART**

This Agreement may be signed in counterparts by the Parties and, if executed in counterparts, will be deemed to be the same instrument and valid and binding on a Party as if fully executed all in one copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by authorized officials thereof on the dates indicated below.

**State Water Contractors**


By: \_\_\_\_\_  
Jennifer Pierre, General Manager

Date: \_\_\_\_\_

**Buyer**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to legal form:  \_\_\_\_\_

Date: 2/21/2024



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Administration – Kyria Martinez

**SUBJECT:** FIFTH AMENDMENT TO THE MEDICAL, BEHAVIORAL HEALTH, AND DENTAL CARE SERVICES AT THE COUNTY’S JAIL AND JUVENILE CENTER

**SUMMARY:**

**Overview:**

The County entered into an agreement with California Forensic Medical Group (CFMG), Incorporated (Inc.) and its management services organization, Wellpath (Wellpath), for medical and behavioral healthcare services in the County’s local detention facilities on July 1, 2020 through June 30, 2024. The agreement provides a system of healthcare in each facility to include on-site access to nursing, medical, behavioral health, dental, pharmacy, and radiology services. The negotiated agreement is for a four-year term starting July 1, 2020 with two (2) two-year extension options thereafter. The County has entered its fourth year with Wellpath and an amendment is requested to incorporate additional Mental Health Professional Hours in the Kings County Juvenile Center.

**Recommendation:**

**Approve the Fifth Amendment to the Agreement with California Forensic Medical Group, Incorporated for the provision of additional Mental Health Professional Hours in the Kings County Juvenile Center retroactive to February 6, 2024.**

**Fiscal Impact:**

To compensate CFMG for providing the Mental Health Professional Hours, the amount of \$109,467 is added to the total amount of compensation for Year Four of Agreement No. 20-033, for a total amount of \$5,929,861. CFMG shall bill the County separately for the .50 FTE hours of Mental Health Professional hours being added in this amendment. The funds for the additional hours will be covered by Probation to not impact the other budget units who currently pay for this contract. Funds are currently budgeted in this fiscal year for the remainder of the year.

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **FIFTH AMENDMENT TO THE MEDICAL, BEHAVIORAL HEALTH, AND DENTAL CARE SERVICES AT THE COUNTY'S JAIL AND JUVENILE CENTER**

**March 5, 2024**

**Page 2 of 2**

The contract is paid for by the following Budget Units: Sheriff – AB 109 (221500), Sheriff – Jail (223000), Probation – Juvenile Treatment Center (233000), Behavioral Health Programs (420100), Health Department Clinical Support (411000), and Health Department Medical Assistance (419800).

#### **BACKGROUND:**

The Board first considered providing medical and mental health services through a contract provider in March 2001, when the Board approved a Request for Proposal (RFP) process, and subsequently approved the initial agreement with the CFMG. This initial contract continued through November 30, 2014. On December 1, 2014, following another RFP process, Naphcare, Inc. (Naphcare) took over the contract for these services. The contract arrangement with Naphcare expired on June 30, 2020. The County requested proposals in the spring of 2020 and ultimately awarded the contract to Wellpath with services commencing July 1, 2020.

County Administration oversees the overall administration of the jail/juvenile hall contract and its costs. This Fifth Amendment, would add 0.5 FTE bringing the total to 2.0 FTE Mental Health Professional Hours to cover 1.0 FTE in the Adult Detention Facility and 1.0 FTE in the Juvenile Detention Facility, currently the juvenile hall only has 20 hours of mental health professional hours. In order to maintain the additional staffing coverage relating to mental health professional hours; a professional was hired by CFMG on February 6, 2024.

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



Agreement No. \_\_\_\_\_

**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF KINGS AND CALIFORNIA FORENSIC MEDICAL GROUP, INC. FOR THE PROVISION OF MEDICAL, BEHAVIORAL HEALTH, AND DENTAL CARE SERVICES FOR INDIVIDUALS DETAINED IN THE KINGS COUNTY JAIL AND THE KINGS COUNTY JUVENILE CENTER  
(Effective \_\_\_\_\_, 2024)**

This Fifth Amendment ("5<sup>th</sup> Amendment") to Agreement No. 20-033 is entered into on \_\_\_\_\_, \_\_\_\_\_, 2024, by and between the County of Kings, a political subdivision of the State of California ("County") and California Forensic Medical Group, Inc. a California Professional Corporation ("CFMG") (singularly a "Party" and collectively the "Parties").

**R E C I T A L S**

**WHEREAS**, the Parties entered into Agreement No. 20-033 on June 2, 2020, for the provision of medical, behavioral health, and dental care services for individuals detained in the Kings County Jail and the Kings County Juvenile Center that commenced on July 1, 2020;

**WHEREAS**, the Parties modified Agreement No. 20-033 on July 1, 2021 under Agreement No. 20-033.1 ("1<sup>st</sup> Amendment"), regarding compensation and staffing for Year Two;

**WHEREAS**, the Parties modified Agreement No. 20-033 on September 1, 2022, under Agreement No. 20-033.2 ("2<sup>nd</sup> Amendment"), regarding compensation and staffing for Year Three;

**WHEREAS**, the Parties modified Agreement No. 20-033 on June 27, 2023, under Agreement No. 20-033.3 ("3<sup>rd</sup> Amendment"), regarding compensation and staffing for Year Four;

**WHEREAS**, the County was awarded a 2022 Bureau of Justice Assistance – Comprehensive Opioid, Stimulant and Substance Abuse Site based program grant in the total amount of \$1,298,119 (the "Grant"), for Fiscal Years 2023/24, 2024/25, and July 1, 2025, to September 30, 2025 (the "Grant Term");

**WHEREAS**, the Parties modified Agreement No. 20-033 on October 24, 2023 under Agreement No. 20-033.4 ("4<sup>th</sup> Amendment") for a total amount of \$439,787 of the Grant (the "Not-to-Exceed Amount") has been designated for CFMG to hire a 1.0 FTE discharge planner (the "Discharge Planner") to work with the County's Probation and Behavioral Health Departments to assist inmates at County detention facilities impacted by substance use and misuse, and who are transitioning to the community, including by setting up appointments and ensuring transportation to those appointments after inmates are released;

**WHEREAS**, the purpose of this 5<sup>th</sup> Amendment is to amend Agreement No. 20-033 to incorporate additional Mental Health Professional Hours in the Kings County Juvenile Center, as well as funding for those hours; the 2<sup>nd</sup> Amendment of this contract added additional staffing of Mental Health Professional from 1.10 FTE to 1.5 FTE, this 5<sup>th</sup> Amendment, would add 0.5 FTE bringing the total to 2.0 FTE Mental Health Professional Hours to cover 1.0 FTE in the Kings

County Jail and 1.0 FTE in the Kings County Juvenile Center, as shown as it pertains to the Kings County Juvenile Center in **Exhibit “A”** attached hereto; and

**WHEREAS**, Section 7 of Agreement No. 20-033 authorizes the Parties to modify the terms of Agreement No. 20-033, only by a written amendment, and the Parties desire to enter into this 5<sup>th</sup> Amendment to memorialize such changes.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this 5<sup>th</sup> Amendment and other good and valuable consideration, the receipt and sufficiency the Parties acknowledge, the Parties agree as follows:

**1. RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**2. ADDITIONAL MENTAL HEALTH PROFESSIONAL HOURS COMPENSATION.** To compensate CFMG for hiring the Mental Health Professional Hours, the amount of \$109,467 is hereby added to the total amount of compensation for Year Four of Agreement No. 20-033, as set forth in the 4<sup>th</sup> Amendment, for a total amount of \$5,929,861 for reference purposes only. Contract amounts due for Years Five and Six shall be increased accordingly pursuant to the inflation factor set forth in Agreement No. 20-033; provided, however, that the total amount due for Year Six shall be prorated to September 30, 2025; and provided further that, notwithstanding any other provision of Agreement No. 20-033, as amended by the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Amendments and this 5<sup>th</sup> Amendment, the total amount of compensation due to CFMG as a result of this 5<sup>th</sup> Amendment shall not exceed the Not-to-Exceed Amount. CFMG shall invoice the County separately for the Discharge Planner in the 4<sup>th</sup> Amendment and provide an additional invoice for the 0.5 hours of Mental Health Professional hours being added in this 5<sup>th</sup> Amendment.

**3. SEVERABILITY.** If a court of competent jurisdiction finds that any term, provision, or application of this 5<sup>th</sup> Amendment is invalid or unenforceable, the remainder of this 5<sup>th</sup> Amendment shall be valid and enforceable to effectuate the original intent of the Parties as fully as possible.

**4. DEFINITIONS.** Capitalized terms used but not defined in this 5<sup>th</sup> Amendment have the meaning ascribed to them under Agreement No. 20-033.

**5. REMAINING PROVISIONS.** The remaining provisions of Agreement No. 20-033 and the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Amendments not amended by this 5<sup>th</sup> Amendment shall remain in full force and effect.

**6. ELECTRONIC SIGNATURES; COUNTERPARTS.** The Parties may execute this 5<sup>th</sup> Amendment via electronic means and in two (2) or more counterparts that together constitute one (1) agreement.

**IN WITNESS WHEREOF**, the Parties caused this 5<sup>th</sup> Amendment to be executed in their names or by their official acts and signed by their respective representatives, each of whom is duly authorized to execute the same.

**SIGNATURES ON FOLLOWING PAGE**

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**County of Kings, California**

**California Forensic Medical Group, Inc.**

\_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

DocuSigned by:  
  
\_\_\_\_\_  
043819F7A628439  
Grady "Judd" Bazzel, MD, President

ATTEST:

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:  
Diane Freeman, County Counsel

  
\_\_\_\_\_

RISK MANAGEMENT APPROVED AS TO  
INSURANCE

By:  02/05/2024  
\_\_\_\_\_  
Sarah Poots, Risk Manager

## EXHIBIT “A”

Wellpath									
Kings County, CA - 35 (Juvenile)									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Service Administrator, RN		8						8	0.200
Director of Nursing					8			8	0.200
Medical Director*	2							2	0.050
Nurse Practitioner/Physician Assistant*			4		4			8	0.200
Psychiatrist		2						2	0.050
Psychiatric Nurse Practitioner					4			4	0.100
Mental Health Professional	8	8	8	8	8			40	1.000
Administrative Assistant								-	-
Registered Nurse	12	12	12	12	12	12	12	84	2.100
<b>Total Hours/FTE - Day</b>								<b>156</b>	<b>3.900</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>156</b>	<b>3.900</b>



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 5, 2024

**SUBMITTED BY:** Administration – Kyria Martinez/Matthew Boyett

**SUBJECT:** FEDERAL EARMARK PROJECT FUNDING REQUESTS

**SUMMARY:**

**Overview:**

In early 2021, the 117<sup>th</sup> Congress announced the return of congressional earmarking. The practice allows lawmakers to secure funding for key projects in their home states/districts via the federal appropriations process. Administration has received guidance from the County’s lobbyists and has surveyed County departments for potential projects. Staff are bringing forward three earmark requests for Board consideration. Under the current rules of congressional earmarks, members of Congress may only seek earmarked funds for projects that are sponsored by states, local governments, or non-profit organizations.

**Recommendation:**

- a. Authorize staff to submit three Federal Fiscal Year 2025 Federal Earmark Project Funding submissions;
- b. Authorize staff to submit three State Budget earmark project funding request through the State budget;
- c. Authorize the Chairman to sign letters of support for the projects submitted to Senator Alex Padilla, Senator Laphonza Butler, and Representative David Valadao.

**Fiscal Impact:**

There is none at this time, but there is a potential to receive federal funding in the future should these projects be accepted. The federal and state request for the Kettleman City broadband project is \$2,305,462. The federal and state request for the homelessness shelter security staffing project is \$329,352. The federal and state request for the Armona park rehabilitation project is \$825,000; for a total funding request of \$3,459,814.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: \_\_\_ OTHER: \_\_\_

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

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **FEDERAL AND STATE EARMARK PROJECT FUNDING REQUESTS**

**March 5, 2024**

**Page 2 of 4**

#### **BACKGROUND:**

The House and Senate Appropriations Committees have rebranded earmarks and have instituted a number of reforms aimed at bringing increased accountability and transparency to the process. In the House, earmarks are now referred to as “Community Project Funding” requests; in the Senate, they are known as “Congressionally Directed Spending” items. Under current rules, members of Congress may only seek earmarked funding for projects that are sponsored by states, local governments, or non-profit organizations.

Due to the large number of public entities and nonprofits within any given congressional district/state, the earmarking process remains highly competitive. Members of Congress are typically only able to submit to the House and Senate Appropriations Committee a very small percentage of the project requests that they receive.

Moreover, once a request is submitted, only the most well-developed and meritorious projects are ultimately funded in the federal budget.

The County also has an opportunity to submit the same projects through the State Budget. Historically, the County has received funding through the State Budget Act for one time funding for projects. Staff would like to be transparent and bring forward three proposed projects from Information Technology, the Sheriff’s Office, and Administration to see if the Board would support the projects as a State or Federal earmark request.

Paragon Government Relations, the County’s federal lobbyist, will assist the County in the federal earmark project submission.

The first proposed project from the Information Technology Department is as follows:

#### **\$2,305,462 – Kettleman City Broadband Connectivity**

Kettleman City has long been overlooked and underserved by internet service providers. Many in the community must go to the library or towards the business end of town along Interstate 5 to get a reliable internet signal. Currently there are about 320 households in Kettleman City with a population of 1,242. Including businesses, this project would see about 480 connections. Reliable internet and broadband connectivity will help diversify the economy and provide opportunities for youth to obtain work while remaining in Kettleman City. A high-level design was initiated by Rural County Representatives of California (RCRC), and RCRC contracted with Tilson Engineering to perform the initial design. To connect Kettleman City properly and adequately, Tilson Engineering’s design estimated there are about 480 connections needed at a cost of about \$2.3 million, which included 10.72 miles of actual build for the connections.

The second proposed project from the Sheriff’s Office is as follows:

#### **\$329,352 – Kings County Cares**

The homeless population in Kings County increased by 33% between 2022 and 2023, according to the most recent Point in Time (PIT) count prepared by the Kings/Tulare Homeless Alliance. The PIT report provides a snapshot of people experiencing homelessness in Kings County. In 2022, Kings County had 313 people experiencing homelessness, but that number grew to 417 in 2023. Of those 417 people that were counted in 2023, 383 of them

## **Agenda Item**

### **FEDERAL AND STATE EARMARK PROJECT FUNDING REQUESTS**

**March 5, 2024**

**Page 3 of 4**

were in Hanford, California which is the county seat. It is estimated that since the 2023 PIT report was completed that there has been another large uptick in the total number of people experiencing homelessness and those counted as unsheltered homeless in the Kings County community. The numbers are now the highest that they have been in the last ten years.

The Sheriff's office has begun working with community stakeholders to develop a temporary shelter on the campus as a short-term solution. The long-term goal is to develop an emergency shelter for unhoused individuals to live as they transition back to permanent housing. The temporary shelter is currently undergoing structural improvements so that it can be used soon.

The proposed project would add 3.0 full-time equivalent deputy sheriffs to the Kings County Sheriff's Office staff who would be assigned to provide security services at the shelter(s). Homeless individuals face many challenges including unsanitary living conditions, exposure to severe weather, limited access to healthcare and food, and safety issues including exposure to violence, harassment and/or intimidation. The deputy sheriffs would increase safety and security of the homeless community members and minimize their exposure to this violence, harassment, and intimidation. This project would also improve police-community relations by allowing homeless community members direct services and engagement with the deputy sheriffs around the shelter(s).

Two of the main barriers to housing in Kings County are Mental Disability and Substance Use. Approximately 25% of the homeless counted in 2023 within Kings County had a mental disability and another 30% were substance users. Putting all these individuals under one roof could cause tension and occasional disturbances that would require law enforcement to respond to the shelter. Having deputy sheriffs on-site would increase safety and security for homeless community members while decreasing the number of disturbances within the shelter and eliminating law enforcement response time. It would allow deputy sheriffs to have a prominent presence at the shelter to help maintain law and order while increasing police-community relations. Deputy sheriffs within California are highly trained in dealing with people with mental health issues, trauma, homelessness, and de-escalation, making them the best people to provide safety and security for this population. They would also be a resource for other community partners to keep them safe as well when they are on-site at the shelter(s) providing services to this population.

The temporary and permanent shelters are currently under development. The temporary shelter is undergoing structural improvements prior to opening. The land for the permanent shelter has been secured and the development of the shelter is ongoing with the Kings/Tulare Homeless Alliance. No deputy sheriffs have been allocated or hired to secure the shelters yet and they have not been requested in the Kings County Sheriff's Office budget for fiscal year 2024-2025.

The third proposed project from Administration, by way of Supervisor Robinson, is as follows:

#### **\$825,000 – Armona Park Rehabilitation**

Armona is a Community Services District with a population of about 4,274, of which over 75% are Hispanic and the employment rate is only about 56%. The average income in Armona is under \$34,000; the state average is \$85,000 and the national average is nearly \$70,000. Therefore, Armona is nearly half of what the national average is and 40% of the state average. Needless to say, Armona is in great need of many resources. The overall

## **Agenda Item**

### **FEDERAL AND STATE EARMARK PROJECT FUNDING REQUESTS**

**March 5, 2024**

**Page 4 of 4**

population of Armona consists of young families, and those children need a safe place for recreation. Currently there are no parks or green space in Armona other than school property. There is a park that is in great need of rehabilitation. The park has old, antiquated, and dangerous electrical lighting which should be upgraded to LED lighting. The ground and fields are not level and not safe for anyone to play sports such as soccer, baseball, softball, etc. The basketball courts also need to be improved in order to give children a safe environment in which to play. This is the only area of recreation for these families because they do not have the disposable income for other forms of recreation. It is of the utmost importance that this underserved area be allocated funds to have its blighted park be brought up to reasonable safety standards.

Administration reached out to all department heads and received two requests. In addition, one request was brought to staff's attention by Supervisor Robinson during the January 30, 2024 Board meeting when the 2024 Legislative Platform was finalized.



**Department Name:** County of Kings, Information Technology Department

**Name of Project:** Kettleman City Broadband Connectivity

**Project Justification:**

*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 federal funding.*

Kettleman City is a small rural town with heavy agricultural roots. It has been overlooked by Internet Service Providers as the Median Household Income is only \$22,409. The population is 96.1% Hispanic and most work in agriculture. High Speed Broadband connectivity will transform available opportunities for this heavily agriculture-based economy.

**Project Description:**

*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?*

The residents of Kettleman City must go to the Library or to businesses along the 5 Freeway in order to get Internet service. This is not ideal and leaves the town unable to meet citizen’s need for Internet service. This could help diversify their local economy and provide opportunities for the youth to obtain work while staying in their town.

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

The community has been overlooked by incumbent Internet Service Providers. This ReConnect Program could literally change the lives of this town and prevent further population erosion by providing opportunities for the citizens.

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

There are 320 households in Kettleman City with a population of 1,242. There would be 480 connections as all businesses and households would be connected.

- *How will the money be spent?*

A high-level design was already performed for Kettleman City and it estimated \$2,305,462 would be required for the 480 connections in Kettleman City. This included 10.72 miles of

actual build for the connection. The figure also includes \$102,450 for low-level design work.

**Amount of Funding Requested from the Federal Government:** \$2,305,462

**Federal Appropriations Bill/Account that would Fund this Project** (e.g., BILL: Labor-HHS-Education Appropriations bill; DEPARTMENT: Department of Health and Human Services; Account: SUB-AGENCY: Resources and Services Administration (HRSA); ACCOUNT: Health Facilities Construction and Equipment. If you do not know the bill or account, please indicate: "TBD")

Rural Development, Account – ReConnect Grant Program

**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 federal funding?*

There are no matching funds to the Federal money. The High-Level cost estimate was developed by Tilson Engineering and includes the actual construction costs to bring fiber connections to the entire town.

**Can the County Obligate all Requested Funding Within 12 Months of Receipt?:** Yes

**List of Stakeholder Groups or Elected Officials who Support the Project:**

Kings County Board of Supervisors, Kettleman City Community Services District, U.S. Congressman David Valadao, State Senator Melissa Hurtado, Assemblyman Devin Mathis

**Estimated Project Start Date:** December 1, 2024

**Estimated Project Completion Date:** December 31, 2025

**Current Developmental Status of the Project:**

High Level Design was performed by Tilson Engineering at the behest of the Rural County Representatives of California. This plan utilized existing Middle Mile Fiber that runs through Kettleman City. The Environmental review is currently under way for both CEQA and NIPA. (e.g., has the project cleared environmental review, etc.)



OFFICE OF  
**SHERIFF**  
COUNTY OF KINGS

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HANFORD, CA 93232-0986  
PHONE 559-584-1431  
FAX 559-584-3195

DAVID ROBINSON  
SHERIFF-CORONER  
PUBLIC ADMINISTRATOR

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**Department Name:** Kings County Sheriff's Office

**Name of Project:** Kings County Cares

**Project Justification:**

The County of Kings understands that many of our family, friends, and neighbors are currently experiencing homelessness. Therefore, the County has made the decision to pursue a temporary homeless encampment area (short-term solution) and a permanent homeless shelter (long-term solution). The proposed project is to add 3.0 full time equivalent (FTE) deputy sheriffs to provide security services at the shelter(s). The deputies will help minimize security issues for those unsheltered community members that might otherwise be exposed to a variety of safety issues including violence, harassment and/or intimidation.

**Project Description:**

The homeless population in Kings County increased by 33% between 2022 and 2023, according to the most recent Point in Time (PIT) count prepared by the Kings/Tulare Homeless Alliance. The Kings County Point in Time count was conducted on the night of January 22-23, 2023. Volunteers from local jurisdictions, law enforcement, the faith-based community, nonprofit partners, and community stakeholders came together to conduct short surveys with people who meet the United States Department of Housing and Urban Development (HUD) definition of homeless. Volunteers canvassed locations where people experiencing homelessness tend to congregate including encampments, libraries, food distribution sites, etc. The PIT report provides a snapshot of the people experiencing homelessness in Kings County. In 2022, Kings County had 313 people experiencing homelessness, but that number grew to 417 people in 2023. Of those 417 people that were counted in 2023, 383 of them were in Hanford, California which is the county seat. It is estimated that since the 2023 PIT report was completed that there has been another large uptick in the total number of people experiencing homelessness and those counted as unsheltered homeless in the Kings County community. The numbers are now the highest that they have been in the last ten years.

The County of Kings has begun working with community stakeholders to develop a temporary shelter on the campus of the Kings County Government center as a short-

term solution. The long-term goal is to develop an emergency shelter for unhoused individuals to live as they transition back to permanent housing. The temporary shelter is currently undergoing structural improvements so that it can be used soon.

The proposed project would add 3.0 FTE deputy sheriffs to the Kings County Sheriff's Office staff who would be assigned to provide security services at the shelter(s). Homeless individuals face many challenges including unsanitary living conditions, exposure to severe weather, limited access to healthcare and food, and safety issues including exposure to violence, harassment and/or intimidation. The deputy sheriffs would increase safety and security of our homeless community members and minimize their exposure to this violence, harassment, and intimidation. This project would also improve police – community relations by allowing homeless community members direct services and engagement with the deputy sheriffs around the shelter(s).

Two of the main barriers to housing in Kings County were Mental Disability and Substance Use. Approximately 25% of the homeless counted in 2023 within Kings County had a mental disability and another 30% were substance users. Putting all these individuals under one roof could cause tension and occasional disturbances that would require law enforcement to respond to the shelter. Having deputy sheriffs on-site would increase safety and security for our homeless community members while decreasing the number of disturbances within the shelter and eliminating law enforcement response time. It would allow deputy sheriffs to have a prominent presence at the shelter to help maintain law and order while increasing police – community relations. Deputy Sheriffs within the state of California are highly trained in dealing with people with mental health issues, trauma, homelessness, and de-escalation, making them the best people to provide safety and security for this population. They would also be a resource for other community partners to keep them safe as well when they are on-site at the shelter(s) providing services to this population.

This project benefits the entire Kings County community which includes a total of 151,018. The funds would be spent to add 3.0 FTE deputy sheriff positions within the Kings County Sheriff's Office. This would include salary and benefits for the first year of the project for the deputies. After completion of the first year of the project, the deputy sheriff positions would be funded through the Kings County Sheriff's Office annual budget.

**Amount of Funding Requested from the Federal Government:** \$329,352

**Federal Appropriations Bill/Account that would Fund this Project:**

BILL: Commerce, Justice, Science, and Related Agencies Appropriations

DEPARTMENT: Department of Justice

SUB-AGENCY: State and Local Law Enforcement Assistance – Byrne Justice Assistance Grants (Program Area: Law Enforcement Programs)

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

The total cost to complete the project would be \$371,832. The Federal portion of this amount would be \$329,352 specifically used for the first-year salary and benefits of 3.0 FTE deputy sheriffs. The non-federal funds are estimated at \$42,480 to cover the cost of required department issued equipment that would be assigned to each deputy sheriff (\$14,160 per deputy sheriff). After the first year, the salary and benefits of the deputy sheriffs would be funded by the Kings County Sheriff’s Office annual budget. A breakdown of salary and benefits is provided below.

<b>Expense Description</b>	<b>Cost</b>	<b>FTE</b>	<b>Federal Funds</b>	<b>Non-Federal Funds</b>
Deputy Sheriff Salary	\$ 65,933	3.0	\$ 197,799	\$ -
Deputy Sheriff Benefits	\$ 43,851	3.0	\$ 131,553	\$ -
Equipment	\$ 14,160	3.0	\$ -	\$ 42,480
<b>TOTAL FUND REQUEST:</b>			<b>\$ 329,352</b>	<b>\$42,480</b>

This project has not been previously requested or received funding from any federal, state, or private funding.

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

Yes

**List of Stakeholder Groups or Elected Officials who Support the Project:**

- David Robinson, Kings County Sheriff
- Kings/Tulare Homeless Alliance
- City of Hanford
- Kings Community Action Organization
- Kings County Behavioral Health
- Kings County Human Services Agency
- Champions Recovery
- Housing Authority of Kings County
- Kings View Behavioral Health
- Kings United Way
- Kings County Office of Education

**Estimated Project Start Date:** 10/01/2024.

**Estimated Project Completion Date:** 9/30/2025.

**Current Developmental Status of the Project:**

The temporary and permanent shelters are currently under development. The temporary shelter is undergoing structural improvements prior to opening. The land for the permanent shelter has been secured and the development of the shelter is ongoing with the Kings/Tulare Homeless Alliance. No deputy sheriffs have been allocated or hired to secure the shelters as of today and they have not been requested in the Kings County Sheriff’s Office budget for fiscal year 2024-2025.

**Department Name: Administration**

**Name of Project: Armona Park Rehabilitation**

**Project Justification:**

*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 federal funding.*

This project would rehabilitate the only available recreational park for a small, underserved community with an average income level of about 50% of the national average and 40% of the state average, and an employment rate of just 56%; the population of about 4,274 is primarily young Hispanic families. With no disposable income to spare for other forms of recreation, the local park is the only option for residents. The current park is not safe for recreation, having inadequate lighting, uneven grounds and fields, and basketball courts in need of improvement. It is critical to allocate funds to such an underserved area to have its blighted park brought up to reasonable safety and recreational standards.

**Project Description:**

*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?*

This project is important because residents in Armona have no other options for local recreation, without driving out of town or spending disposable income that is not available on other forms of recreation. With an employment rate of 56% and average income levels at about 50 % of the national average and 40% of the state average, residents do not have the means to explore other safe, reliable options for recreation for their families. By rehabilitating the local park, the young families and their children will be provided with a safe place for proper recreation which will help improve physical and mental fitness.

- *Why is the project a good use of taxpayer funds, what is the federal nexus, and what is the positive impact for the County?*
- *Who will the project serve? How many individuals/families would benefit from this project?*

There are about 4,274 residents in Armona, of which over 75% are Hispanic with an employment rate of 56%. The overall population in Armona consists of young families with children.

- *How will the money be spent?*

The money will be spent on upgrading the lighting in the park and converting lighting to LED, field grading to ensure that grounds are properly leveled for safe sports activities such as baseball, softball, soccer, etc., and upgrades to the basketball courts.

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

**Amount of Funding Requested from the Federal Government: \$825,000**

**Federal Appropriations Bill/Account that would Fund this Project** (e.g., BILL: Labor-HHS-Education Appropriations bill; DEPARTMENT: Department of Health and Human Services; Account: SUB-AGENCY: Resources and Services Administration (HRSA); ACCOUNT: Health Facilities Construction and Equipment. If you do not know the bill or account, please indicate: "TBD")

TBD

**Total Cost to Complete the Project (Federal AND Non-Federal Funds): \$825,000**

*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 federal funding?*

*If the request includes personnel, please detail the number and types of positions and sources of funding for the position(s) in future years. If the request is for construction, please specify the sources of cost estimates and break out local, state, federal, private funding for the full cost of the project. **Please include the amount of any non-federal funding/match (dollar amount and/or percentage) and specify if this funding has been secured.***

*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?*

No, this project has not yet received any federal, state, or private funding.

**Can the County Obligate all Requested Funding Within 12 Months of Receipt?:**

Yes.

**List of Stakeholder Groups or Elected Officials who Support the Project:**

Kings County Board of Supervisors, Armona Community Services District

**Estimated Project Start Date:**

Six months after receipt of funding.

**Estimated Project Completion Date:**

Six months from the Project Start Date.

**Current Developmental Status of the Project:**

(e.g., has the project cleared environmental review, etc.)

This project is currently in the planning stages.





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# COUNTY OF KINGS BOARD OF SUPERVISORS

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March 5, 2024

The Honorable Laphonza Butler  
United States Senate  
112 Hart Senate Office Building  
Washington, DC 20510

## Re: Kings County Community Project Funding Requests – Armona Park Revitalization Project

Dear Senator Butler:

On behalf of the Kings County Board of Supervisors, I'm writing to urge you to seek \$825,000 in Fiscal Year 2025 Community Project Funding for the Armona Park Revitalization Project. Funding for this project would be used to rehabilitate a public park in a small, low-income community within the County.

Parks have proven to be vital components of the community structure. In fact, research has shown that access to well-maintained parks encourages physical activity, reduces stress, and promotes mental health. They also help enhance quality of life, foster social connections, and provide essential recreational opportunities for people of all ages. The benefits of well-maintained parks extend beyond immediate recreational opportunities. Among other things, they have a positive impact on property values, help attract businesses, and can serve as the foundation for economic development.

This Armona Park Revitalization Project would improve recreational activities for families, youth, and children by providing them with a healthy and positive setting. A revived park would also help to strengthen positive relationships and address socio-emotional needs by encouraging physical activity and exercise for a healthier lifestyle.

Thank you in advance for your consideration of this request. If you have any questions or if you need additional information, please contact Hasan Sarsour, Kings County Federal Representative, at 202-898-1444, or at [hs@paragonlobbying.com](mailto:hs@paragonlobbying.com).

Sincerely,

Doug Verboon, Chairman  
Kings County Board of Supervisors



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## Re: Community Project Funding Request – Kettleman City Broadband Connectivity Project

Dear Senator Butler:

On behalf of the Kings County Board of Supervisors, I'm writing to urge you to seek \$2,305,462 in Fiscal Year 2025 Community Project Funding for the Kettleman City Broadband Connectivity project. If ultimately funded, this project would bring high-speed internet access to hundreds of families and businesses in this overlooked and low-income community. Access to high-speed internet can significantly boost economic growth and job creation, especially in rural and underserved areas like Kettleman City.

Broadband connectivity is an essential tool for modern education, supporting online learning, access to academic resources, and the development of digital skills necessary for the workforce. The importance of high-speed internet access became even more apparent during the COVID-19 pandemic, as it impacted almost every aspect of daily life. It also highlighted the digital divide between those with and without reliable internet access. Investing in high-speed internet infrastructure can help bridge the digital divide by ensuring that all communities, regardless of their geographic location or economic status, have access to reliable and affordable internet services. This is crucial for ensuring equitable opportunities for all.

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## **Re: Community Project Funding Request – Kings County Cares Project**

Dear Senator Butler:

On behalf of the Kings County Board of Supervisors, I'm writing to urge you to seek \$329,352 in Fiscal Year 2025 Community Project Funding for the Kings County CARES project. This important project would allow the Kings County Sheriff's Office to hire three specialized deputy sheriffs that would be charged with providing security and mental health services to the homeless population in Kings County.

According to the most recent Point in Time (PIT) count, the homeless population in Kings County increased by 33 percent between 2022 and 2023. Of the 417 homeless individuals counted in 2023, the vast majority of them (383 people) were concentrated in Hanford. The numbers are now the highest that they have been in the last ten years. Furthermore, since the PIT count, it's estimated that there has been another large uptick in the total number of people experiencing homelessness within the community.

While the long-term goal is to develop an emergency shelter for unhoused individuals until they can transition back to permanent housing, the County is currently working with community stakeholders to develop a temporary shelter in Hanford. Having deputy sheriffs on-site would increase safety and security for homeless community members at this temporary shelter location. It would also help decrease the number of disturbances within the shelter and eliminate law enforcement response time. It should be noted that deputy sheriffs within California are highly trained in dealing with individuals experiencing mental health issues, trauma, and homelessness. They are also trained in de-escalation techniques, making them ideal candidates to provide safety and security for this population.

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Broadband connectivity is an essential tool for modern education, supporting online learning, access to academic resources, and the development of digital skills necessary for the workforce. The importance of high-speed internet access became even more apparent during the COVID-19 pandemic, as it impacted almost every aspect of daily life. It also highlighted the digital divide between those with and without reliable internet access. Investing in high-speed internet infrastructure can help bridge the digital divide by ensuring that all communities, regardless of their geographic location or economic status, have access to reliable and affordable internet services. This is crucial for ensuring equitable opportunities for all.

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HANFORD & BURRIS PARK

# COUNTY OF KINGS BOARD OF SUPERVISORS

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March 5, 2024

The Honorable David Valadao  
U.S. House of Representatives  
2465 Rayburn HOB  
Washington, DC 20510

## **Re: Community Project Funding Request – Kings County Cares Project**

Dear Congressman Valadao:

On behalf of the Kings County Board of Supervisors, I'm writing to urge you to seek \$329,352 in Fiscal Year 2025 Community Project Funding for the Kings County CARES project. This important project would allow the Kings County Sheriff's Office to hire three specialized deputy sheriffs that would be charged with providing security and mental health services to the homeless population in Kings County.

According to the most recent Point in Time (PIT) count, the homeless population in Kings County increased by 33 percent between 2022 and 2023. Of the 417 homeless individuals counted in 2023, the vast majority of them (383 people) were concentrated in Hanford. The numbers are now the highest that they have been in the last ten years. Furthermore, since the PIT count, it's estimated that there has been another large uptick in the total number of people experiencing homelessness within the community.

While the long-term goal is to develop an emergency shelter for unhoused individuals until they can transition back to permanent housing, the County is currently working with community stakeholders to develop a temporary shelter in Hanford. Having deputy sheriffs on-site would increase safety and security for homeless community members at this temporary shelter location. It would also help decrease the number of disturbances within the shelter and eliminate law enforcement response time. It should be noted that deputy sheriffs within California are highly trained in dealing with individuals experiencing mental health issues, trauma, and homelessness. They are also trained in de-escalation techniques, making them ideal candidates to provide safety and security for this population.

Thank you in advance for your consideration of our priorities. If you have any questions or if you need additional information, please contact Hasan Sarsour, Kings County Federal Representative, at 202-898-1444, or at [hs@paragonlobbying.com](mailto:hs@paragonlobbying.com).

Sincerely,

Doug Verboon, Chairman  
Kings County Board of Supervisors