

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, June 4, 2024
Time: 9:00 a.m.
Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m2218a5ec511a058cc2f95be16dfa6167>

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. *WebEx will be available for access at 8:50 a.m.*

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



II. UNSCHEDULED APPEARANCES

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

III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for May 21, 2024.
- B. Report out of Closed Session from the special meeting for May 23, 2024.
- C. Approval of the minutes from the regular meeting for May 21, 2024.
- D. Approval of the minutes from the special meeting for May 23, 2024.

IV. CONSENT CALENDAR

A. Agricultural Department:

- 1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Certified Farmers Market Inspection Program from July 1, 2024 through June 30, 2025.

B. Behavioral Health Department:

- 1. a. Consider approving the Agreement with and the City of Avenal for the purchase and use of digital signs to promote mental health and substance use prevention effective upon execution through June 30, 2024;
- b. Adopt the budget change. **(4/5 vote required)**
- 2. Consider approving the Agreement with Inspiring Pathways, Incorporated to provide Short-Term Residential Therapeutic Program services for female minors who are Medi-Cal Plan Members residing in their program in Kings County effective July 1, 2024 through June 30, 2026.
- 3. Consider approving the Agreement with WestCare California, Incorporated for adolescent Substance Use Disorder program services effective July 1, 2024 through June 30, 2025.

C. Human Services Agency:

- 1. Consider authorizing the Purchasing Manager to sign a purchase order for 100 replacement laptops.

D. Library:

- 1. Consider approving the closure of all Kings County Library Branches for a Staff Development Day on Friday, June 14, 2024.

E. Public Health Department:

- 1. Consider approving an Agreement with the California Department of Public Health Control Branch for real-time allotment grant funding to support tuberculosis prevention and control activities effective July 1, 2024 through June 30, 2025.
- 2. Consider approving the first amendment with Avenal Community Health Center for COVID-19 prevention and intervention services effective upon execution through June 30, 2026.
- 3. Consider approving a third amendment to the Agreement with Elitecare Medical Staffing, Inc. to continue providing licensed nursing staff to the Kings County Department of Public Health effective upon execution through June 30, 2026.



CONSENT CALENDAR Continued

F. Public Works Department:

1. a. Consider approving the Construction Contract Change Order No. 1 with Garcia Paving, Inc. for the Kettleman City State Route 41 Pedestrian Crossing and Pathway Improvements project;
- b. Authorize the Public Works Director to sign Change Order No. 1 with Garcia Paving, Inc. for the Kettleman City State Route 41 Pedestrian Crossing and Pathway Improvements project.
2. a. Consider approving the services Agreement with O'Dell Engineering to provide construction surveying services for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements project effective upon execution for a term of two years;
- b. Authorize the Public Works Director to sign the Agreement with O'Dell Engineering to provide construction surveying services for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements project.

V.

REGULAR CALENDAR

A. Community Development Agency – Chuck Kinney

1. Consider accepting the monthly report of Planning Commission's actions from their June 3, 2024 meeting.

B. District Attorney's Office – Sarah Hacker

1. Consider continuing to temporarily suspend Personnel Rule 13051 for the District Attorney's Office only and authorize the District Attorney to hire qualified prospective attorneys up to Step 5 without requiring County Administrative Officer or Board approval through December 31, 2024.

C. Public Health Department – Rose Mary Rahn/Heather Silva

1. a. Consider allocating 1.0 Full-Time Equivalent Senior Family Resource Coordinator in Budget Unit 419600 to support home visitation programs;
- b. Allocate 3.0 Full-Time Equivalent Family Resource Coordinators in Budget Unit 419600 to support home visitation programs;
- c. Adopt the budget change. **(4/5 vote required)**

D. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider approving the construction Agreement with DOD Construction for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements project effective upon execution for a term of 35 working days from the date of commencement for the base bid.

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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



- VII. CLOSED SESSION**
- ◆ **Significant exposure to litigation: (1Case)**
[Govt Code Section 54956.9 (d)(2)(e)(1)]
 - ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor’s Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy’s Association
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association
 - Prosecutor’s Association
 - Unrepresented Management

VIII. ADJOURNMENT
 The next regularly scheduled meeting will be held on Tuesday, June 11, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

<i>FUTURE MEETINGS AND EVENTS</i>		
June 11	9:00 AM	Regular Meeting
June 18	9:00 AM	Regular Meeting
June 25	9:00 AM	Regular Meeting
July 2	9:00 AM	Regular Meeting
July 9	9:00 AM	Regular Meeting
<i>Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.</i>		

Board Members

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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, May 21, 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 – Pastor Tyler Jones - Koinonia Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT



II. UNSCHEDULED APPEARANCES

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

Kyria Martinez, County Administrative Officer introduced Trinity Garcia as the new Intern in the Administration Office. She attends Van Guard University.

Jonathan Brewster, Deputy Sherriff's Association Vice President, thanked the Board for approving the Agreement with and stated that the members appreciate all the efforts and time that went into the contract and getting it completed.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for May 14, 2024.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their May 14, 2024 meeting.

B. Approval of the minutes from the regular meeting for May 14, 2024.

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

IV. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with Kings United Way to continue providing 2-1-1 and Homeless Management Information System services effective July 1, 2024 through June 30, 2026. **[AGMT 24-055]**

B. Probation Department:

1. a. Consider approving the Memorandum of Agreement with the Central Region Chief Probation Officers of California for the provision of mutual aid in a declared emergency effective upon execution by all parties;
b. Authorize the Chief Probation Officer to sign the Memorandum of Agreement with the Central Region Chief Probation Officers of California for the provision of mutual aid in a declared emergency effective upon execution by all parties. **[AMGT 24-056]**

C. Public Health Department:

1. Consider approving the first Amendment with the Kettleman City Foundation for a no-increase budget modification due to needed flooring repairs effective upon execution through December 31, 2026. **[AGMT 22-205.1]**
2. Consider approving the sole source purchase of office furniture through CAL BENNETTS.

D. Sheriff's Office:

1. Consider approving an Agreement with Inmate Communication Solutions, LLC, doing business as ICSolutions, for inmate communication services effective May 21, 2024 through May 21, 2027. **[AGMT 24-057]**
2. Consider approving an Agreement with the Department of State Hospitals for Collaborative Community Stakeholder Workgroup Annual Funding effective July 1, 2024 through June 30, 2029. **[AGMT 24-058]**

E. Administration:

1. Consider denying the Claim for Damages filed by Morgan & Morgan Law Firm on behalf of Glenda Morris.

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



V.

REGULAR CALENDAR

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

1. Consider approving the Agreement with Seng Leang Tang to provide Depression Reduction Achieving Wellness program services effective July 1, 2024 through June 30, 2026.
[AGMT 24-059]

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

B. County Counsel – Diane Freeman

1. Consider adopting a Resolution renewing the declaration of a local emergency due to flood conditions in Kings County. **[RESO 24-035]**

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

C. Human Resources – Carolyn Leist/Melissa Avalos

1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Deputy Sheriff's Association for a term beginning July 1, 2023 and ending June 30, 2025.

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

2.
 - a. Consider approving the revised job specification for Risk Analyst I/II;
 - b. Set the salary for Risk Analyst I at Range 216.5 (approximately \$5,181-\$6,325 monthly) and Risk Analyst II at Range 231.5 (approximately \$6,016-\$7,344 monthly) effective May 13, 2024 (pay period 11-2024);
 - c. Allocate 1.0 Full-Time Equivalency Risk Analyst I/II position in Budget Unit 111000.

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

D. Job Training Office - Julieta Martinez/Laura Magana

1.
 - a. Consider approving the Agreement with the Tulare County Workforce Investment Board for training and other workforce services as part of the Good Jobs Challenge Project provided by the Kings County Job Training Office retroactively effective from April 1, 2024 through June 30, 2024;
 - b. Adopt the budget change. **(4/5 vote required) [AGMT 24-060]**

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

E. Sheriff's Office - David Robinson

1. Consider approving an Agreement with Youturn, LLC. for an all-in-one solution to help incarcerated persons and their families with behavioral and substance misuse and abuse care through a virtual platform retroactively effective from April 1, 2024 through March 31, 2027.
[AGMT 24-061]

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

THE BOARD TOOK RECESS FROM 9:37 A.M. TO 10:00 A.M. INTO CLOSED SESSION AND RETURNED TO OPEN SESSION FOR THE PUBLIC HEARING.



VI. 10:00 AM Public Hearing

A. Public Works Department – Dominic Tyburski

1. a. Consider closing the Public Hearing after receiving comments regarding the proposed Kings County Government Center Facility Energy Infrastructure Upgrade Project;
- b. Discontinue the proposed Kings County Government Center Facility Energy Infrastructure Upgrade Project.

SUPERVISOR VERBOON CONTINUED THE PUBLIC HEARING, NO TESTIMONY WAS RECEIVED AND THE PUBLIC HEARING WAS CLOSED.

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

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Robinson stated that he attended the Rural County Representatives of California conference in Salinas, attended his son’s piano recital, attended the Hanford Portuguese Celebration event and was a guest speaker for students at Hanford Christian School.

Supervisor Valle thanked Dominic Tyburski, Public Works Director for representing Kings County in his place at a meeting with Chemical Waste Management in Kettleman City and stated that he is proud of his son Kobe, on his recent graduation from Fresno State University.

Supervisor Fagundes stated that he attended the Kings Community Action Organization meeting, attended the Kings Commission on Aging Council meeting, and cooked for the Hanford Portuguese Celebration event.

Supervisor Neves stated that he attended the Peace Officers Memorial event in the Government Center Courtyard hosted by Avenal Police Department, attended the CalViva Finance meeting, attended the South Fork Kings Groundwater Sustainability Agency meeting, attended the Community Based Outpatient Clinic grand opening in Visalia, attended the Corcoran Car Show, attended the Kings County Health Equity meeting, attended the Kings County Behavioral Health Advisory Committee meeting and attended the Kings County Homelessness Collaborative meeting.

Supervisor Verboon thanked Supervisor Robinson for representing Kings County in his place at the Rural County Representatives of California conference, attended the City/County Coordinating meeting hosted by the City of Hanford, attended the Kings Guild fundraiser event, attended the San Joaquin Joint Powers Authority/Amtrak meeting, and stated that the Kings Fair will be on June 13-16, 2024.



- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Kyria Martinez stated that Kings County Behavioral Health will host its Family Member Support Group tonight, Tuesday, May 21, 2024 from 5:30 p.m.-7:30 p.m. at the Kings Building located on our campus. Kings County Library will host its Movie Time at the Avenal Branch Library tomorrow, Wednesday, May 22, 2024 from 3:00 p.m. – 5:00 p.m. Kings County Library will host its “Cup of Joe & Conversation with Veterans” this Saturday, May 25, 2024 from 9:30 a.m. – 11:00 a.m. at the Hanford Branch Library. Kings County Behavioral Health will host its Veteran’s Support Group, Tuesday, May 28, 2024 from 5:30 p.m.-7:30 p.m. at the Veterans Memorial Hall in Hanford. Save the Date: Kings County Public Health will host the Kings County Employee Blood Drive on Thursday, July 11, 2024 here on campus.**
- ◆ Information on Future Agenda Items: **Kyria Martinez stated the following agenda items are for June 4, 2024 (Meeting on May 28th cancelled due to Memorial Day holiday): Behavioral Health Advisory - Avenal Sign Memorandum of Understanding; Renewal agreement with Inspiring Pathways, Inc.; and WestCare renewal agreement. Community Development Agency – regarding the monthly reporting of Planning Commission Actions; County Counsel - Community Development Agency - Appeal of Conditional Use Permit by People’s Farm, LLC; District Attorney Suspension of Personnel Rule for all Attorney Positions and Temporary Authorization for District Attorney on Employee hiring; Public Health - Program Allotment Funding, Avenal Community Health Center Agreement for the Senior Family Resource Coordinator and Family Resource Coordinator Positions in the Public Health Department; Information Technology - Microsoft Server, PC, and Software Assurance Maintenance Renewal; Library – Staff Development Day.**

VIII.

CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case)**
[Govt. Code Section 54956.9 (d)(2)(e)(3)]
Additional Info: J.G. Boswell claim for damages
- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor’s Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy’s Association
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association
 - Prosecutor’s Association
 - Unrepresented Management



IX. ADJOURNMENT

The Regular Meeting for the Board of Supervisors for Tuesday, May 28, 2024 has been canceled due to Memorial Day Holiday on May 27, 2024.

The next regularly scheduled meeting will be held on Tuesday, June 4, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

FUTURE MEETINGS AND EVENTS

June 4	9:00 AM	Regular Meeting
June 11	9:00 AM	Regular Meeting
June 18	9:00 AM	Regular Meeting
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July 2	9:00 AM	Regular Meeting

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Richard Fagundes, District 5



Staff

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

Board of Supervisors Special Meeting Action Summary

Date: Thursday, May 23, 2024
Time: 9:00 a.m.
Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m37625b48c5a719507080f684cbabe257>

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
Pledge of Allegiance
ALL MEMBERS PRESENT



II. UNSCHEDULED APPEARANCES

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None

III. CONSENT CALENDAR

A. Administration – Kyria Martinez

1. Consider authorizing the Chairman to sign a letter for the San Joaquin Counties 2024-2025 Budget priorities.

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

IV. CLOSED SESSION

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

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

SUBMITTED BY: Agricultural Department – Jimmy Hook/Mario Gutierrez

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR CERTIFIED FARMERS MARKET INSPECTION ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will conduct inspection activities on Certified Farmers Markets and Certified Producers.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Certified Farmers Market Inspection Program from July 1, 2024 through June 30, 2025.

Fiscal Impact:

Revenue of \$1,154 for this program is included in the Fiscal Year 2024-25 Requested Budget, in Budget Unit 26000, and will offset the department’s expenses for providing the inspections under the agreement.

BACKGROUND:

The Agricultural Commissioner/Sealer, through Cooperative Agreement 24-0020-000-SA, will inspect Certified Farmers Markets and Certified Producers in accordance with the standards set forth in the California Food and Agricultural Code and the California Code of Regulations. Activities include verifying producers are only selling commodities they have produced. This program protects both the direct marketing industry and the consumer by assuring only commodities produced by the grower are sold at a certified farmers market.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

24-0020-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$1,154.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N. Campus Drive, Suite B, Handford, CA 93230

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

BM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform inspections as outlined in the Food and Ag. Code, Division 17, Chapter 10.5, the California Code of Regulations, Title 3, Subchapter 4, Article 6.5; and any state policies.

Project Title: Certified Farmers Market Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Jimmy Hook
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	COUNTY OF KINGS
Address:	1220 N Street	Address:	680 N. Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Handford, CA 93230
Phone:	916-597-7328	Phone:	559-852-2830
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	
Address:	1220 N Street	Address:	
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	
Phone:	916-597-7328	Phone:	
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

23. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

25. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

26. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK

Fiscal Year 2024/2025

County Responsibilities

The County agrees to provide enforcement through market and production site inspections and investigations in collaboration with the California Department of Food and Agriculture (CDFA), Certified Farmers' Market (CFM) Program. The activities reimbursable under this Cooperative Agreement (Agreement) are in addition to the required inspection activities that are required by statute (Food and Agricultural Code (FAC) Section 47020(b) and FAC Section 47020(c)(3)).

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5, and the California Code of Regulations (CCR), Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2024.

The County shall provide necessary inspection supplies and equipment, aside from forms provided by CDFA.

Activities billable under this Agreement include:

- Market inspections
 - Inspections performed beyond those required by statute
 - Follow-up inspections
- Production site inspections
 - Inspections performed beyond those required by statute
 - Follow-up inspections
- Inspection and investigative reports
- Notice of Proposed Actions
- Contracts for hearing officers
- Costs related to case closure
- Mileage and travel time

Billable activities under this Agreement shall be reimbursed on an hourly basis, for actual time worked (not a percentage of staff salary). Hearing officers will be reimbursed in the manner the County was charged.

Notify CDFA's CFM Program if a Public Records Request is received that pertains to work completed under this Agreement, prior to the release of any information.

Case ID Number Requirements

The County must request a Case ID number from CDFA for each case. This Case ID number will be used for all inspection/investigatory activities, through case closure.

Market inspections, in addition to the minimum required by statute, do not require a Case ID number. The County will then list the market name on the monthly invoice, in lieu of the Case ID number.

If a county in which the market is located is requesting the production county to conduct a site inspection, email the request directly to the production county and copy Jennifer Leidolf and the respective CDFA district supervisor, and include the following information:

- Market name and date that the certified producer was selling
- Full copy of Certified Producer's Certificate (CPC)
- Pictures and name and variety (if known) of the commodity in question
- Details as to if the producer was selling on behalf of another producer

Inspections required by statute are not reimbursable under this Agreement.

County Activities

- Perform market and production site inspections and investigations (in addition to the required inspection activities that are required by statute)
- Coordinate with CDFA and the production county (if applicable), when production site inspections or investigations are necessary; written confirmation must be obtained by the County
- Draft inspection and investigative reports
- Draft Notices of Proposed Actions
- Conduct Administrative Hearings
- Provide inspection and investigation findings to CDFA and applicable counties upon request
- Record billable activities for invoicing

County Tasks

- Market inspection requirements include, but are not limited to:
 - Reviewing the Certified Farmers' Market Certificate to ensure it is valid
 - Reviewing each CPC to ensure it is valid and all commodities being offered for sale are listed on the certificate
 - Performing a visual inventory of all commodities on display and in the producer's vehicle
 - Inspecting scales being used by certified producers to ensure they are approved and sealed
 - If producer is not in compliance, or is suspected of a noncompliance, photograph all pages of the CPC, the booth, commodities offered for sale, and commodities in the producer's vehicle (if applicable), using appropriate methods for scale (i.e., a wooden ruler)
 - Issue Notices of Noncompliance when violations occur
 - Document the number of vendors selling under the authority and management of the market operator
 - certified agricultural producers
 - producers of noncertifiable agricultural products
 - all other vendors participating in the ancillary section of the market
 - Request product lists from the market operator (as needed)
 - Submit findings to CDFA in an email or Inspection Report as requested

- Production site inspection requirements include, but are not limited to:
 - Production verification inspections shall be scheduled within 48 hours of the market inspection.
 - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
 - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
 - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

The County shall invoice CDFA for work performed under this Agreement within 60 days after the end of each month in which activities were conducted. *The County must use CDFA's invoice template provided.* The County shall submit an invoice statement for each month, even if no activities were conducted for the billing period.

The corresponding CDFA issued Case ID number must be included on all invoices for each case, except for additional market inspections, which must include the market name in lieu of the Case ID number.

The County shall itemize costs for:

- Personnel costs
 - Name of the staff member performing the specified functions
 - Title (e.g., Agricultural Biologist I, Deputy Commissioner, etc.)
 - Billable hours
 - Salary (reported as an hourly rate)
 - Actual benefit rate
- Overhead costs (not to exceed 25% of personal services)
- Costs for hearing officers
- Travel costs (reimbursement rate for mileage must be in accordance with the short-term travel vehicle mileage reimbursement rate established by the California Department of Human Resources, unless county rate is less).

CDFA Responsibilities

CDFA may perform evaluations of county inspections, which include, but are not limited to on-site observations; assessment of inspection procedures, and reviewing of Notices of Noncompliance, Notice of Proposed Actions, and other reports for accuracy and consistency.

CDFA will assist in the coordination of Market and Production Site inspections and assign a Case ID for substantiated cases.

COUNTY DEPARTMENT OF AGRICULTURE
FY 2024-25 Certified Farmers' Market Cooperative Agreement
MONTHLY INVOICE

A General Information	
Date:	
Agreement Number:	
Billing Month:	
County:	
County Invoice No (Optional):	

B Inspection & Investigation Costs											
			Required Field (1 Case ID# or Market Name per line)	Please Use Drop Down Menu Refer to "Activity Description" sheet for details				Overhead (Not to exceed 25% of Personal Services)			
	Name	Title	Case ID#	Activity	Billable Hours	Hourly Rate w/o Benefits	Benefit Rate		Mileage	Mileage Rate	Total
1										\$ 0.670	\$ -
2										\$ 0.670	\$ -
3										\$ 0.670	\$ -
4										\$ 0.670	\$ -
5										\$ 0.670	\$ -
6										\$ 0.670	\$ -
7										\$ 0.670	\$ -
8										\$ 0.670	\$ -
9										\$ 0.670	\$ -
10										\$ 0.670	\$ -
11										\$ 0.670	\$ -
12										\$ 0.670	\$ -
13										\$ 0.670	\$ -
14										\$ 0.670	\$ -
15										\$ 0.670	\$ -
16										\$ 0.670	\$ -
17										\$ 0.670	\$ -
18										\$ 0.670	\$ -
19										\$ 0.670	\$ -
20										\$ 0.670	\$ -
TOTAL INSPECTION & INVESTIGATION COSTS										\$	-

C Miscellaneous Costs (e.g. equipment, contracting for hearing officers, etc.)					
		Unit Cost	Quantity	Total	
1				\$ -	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
TOTAL MISCELLANEOUS COSTS				\$	-

TOTAL MONTHLY INVOICE \$ -

D Please remit to:
Payee Name
Street Address
City, State, Zip Code

<i>For State Use Only</i>	
Date Approved:	
Approved By:	
Account Code:	
Agreement No.:	
Program Code:	9999000404 CFM

Submitter's Signature	Date

E Cost Tracking (Optional)					
Case ID#	Previous Costs Accum.	Current Invoice Costs	Total Costs	Case Status	Notes
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		

2024/2025 Certified Farmers' Market Fiscal Display

County Kings
Cooperative Agreement # _____

Estimated Costs for Additional Enforcement and Investigation (Includes staff costs for market inspections, productions site inspections, report writing, administrative staff costs, contracting for hearing officers, etc.)	Total \$1,154.00
COOPERATIVE AGREEMENT TOTAL:	
	\$1,154.00

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Investigation costs include: inspection and investigatory work, including follow-up inspections; administrative staff costs, including any functions and actions related to enforcement; mileage; travel time; contracting for hearing officers, and; any costs related to case closure. Inspections, investigations, and administrative staff costs related to enforcement such as the preparation of investigation reports and notices of proposed action (NOPAs) will be reimbursed on an hourly basis utilizing methods to ensure full cost recovery for County overhead. All reimbursement requests shall be related to a case.

(Rev. 3/2021)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

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

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE CITY OF AVENAL FOR DIGITAL SIGNS TO PROMOTE MENTAL HEALTH AND SUBSTANCE USE PREVENTION

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) seeks approval of an agreement with the City of Avenal for the purchase of two digital signs paid for by the Funding American Rescue Plan Substance Abuse Block Grant (ARPA-SABG) to promote mental health awareness and substance use prevention.

Recommendation:

- a. Approve the agreement with and the City of Avenal for the purchase and use of digital signs to promote mental health and substance use prevention effective upon execution through June 30, 2024;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

This agreement has no impact on the County General Fund. The cost of this agreement is \$100,000, and will be funded from ARPA-SABG for the use of Primary Prevention.

BACKGROUND:

On January 27, 2020, the Secretary of Health and Human Services determined that a public health emergency existed due to the confined cases of Novel Coronavirus (COVID-19). The COVID-19 pandemic has had a significant impact on people with substance use disorders. Provisional data from the Centers for Disease Control and Prevention (CDC) shows that there was an 18 percent increase in death from drug overdose and a 34.8 percent increase in overdose mortality from stimulants since the onset of COVID-19.

(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

MEMORANDUM OF UNDERSTANDING WITH THE CITY OF AVENAL FOR DIGITAL SIGNS TO PROMOTE MENTAL HEALTH AND SUBSTANCE USE PREVENTION

June 4, 2024

Page 2 of 2

The 2020 Kings County Substance Use Disorder (SUD) Primary Prevention survey indicated that methamphetamine is the most frequently treated primary substance in the county at 42 percent; cannabis is the second treated substance at almost 40 percent; and alcohol is the third most treated substance at about 10 percent. 90 percent of youth in treatment have a cannabis use disorder and almost 10 percent of youth have an alcohol use disorder. Adults make up 70 percent of individuals receiving SUD treatment in the county, with the largest group being adults aged 25-35 at 44 percent.

The purchase and use of digital signage within the City of Avenal will assist KCBH in the fulfillment of priority area two goals of the 2021-2026 Kings County Behavioral Health Primary Prevention Strategic Plan approved by the Department of Health Care Services (DHCS) which is to decrease underage alcohol use. This effort follows the Primary Prevention strategy of information dissemination which provides awareness and knowledge of the nature and extent of alcohol, tobacco and drug use and abuse, addiction, and their effects on individual families and communities.

Through this agreement and funding, the City of Avenal will purchase, operate, and maintain the digital signage, and KCBH will provide messaging of SUD prevention services. The digital signage will also be used to provide messaging to the residents of the City of Avenal promoting a vast array of events and services within the city which can strengthen and promote mental health wellness and resilience by addressing Social Determinants of Health (SDOH) needs that can often be disproportionately impacted among certain populations and communities such as those in more rural outlying areas. The City of Avenal has completed the plan of action, and obtained bids for purchase and installation of the digital signs.

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

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

SUBJECT: AGREEMENT WITH INSPIRING PATHWAYS, INCORPORATED FOR SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with Inspiring Pathways, Incorporated (Inc.) to provide Short-Term Residential Therapeutic Program (STRTP) services for female minors who are Medi-Cal Plan Members residing in their program in Kings County.

Recommendation:

Approve the agreement with Inspiring Pathways, Incorporated to provide Short-Term Residential Therapeutic Program services for female minors who are Medi-Cal Plan Members residing in their program in Kings County effective July 1, 2024 through June 30, 2026.

Fiscal Impact:

There is no impact to the General Fund. The agreement amount is \$317,655 for Fiscal Year (FY) 2024-25, and \$317,655 for FY 2025-26. Expenses under this agreement and sufficient revenue for expenses are included in the FY 2024-25 Requested Budget in Budget Unit 420000, Mental Health.

BACKGROUND:

Inspiring Pathways, Inc. is a non-profit organization licensed under the California Department of Social Services (CDSS), Community Care Licensing (CCL) Division standards as an STRTP. STRTPs are intended to serve youth who are in need of a level of care and supervision that cannot be met in a family-like setting and who are not in need of inpatient services such as a psychiatric hospital. Per the CCL standards for small group homes, they can only serve either females or males, not both, in the same facility. Currently, Kings County does not have an STRTP facility that serves males.

(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

AGREEMENT WITH INSPIRING PATHWAYS, INCORPORATED FOR SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

June 4, 2024

Page 2 of 2

Inspiring Pathways, Inc. currently operates a residential STRTP in Kings County for female youth who have been placed in out-of-home care. This program is specifically designed to serve six female beneficiaries ages 12 to 17.

Their services provide short term, specialized, and intensive therapeutic services to female youth placed in their care, 24-hours a day, 7-days a week.

From July 1, 2022, to date, Inspiring Pathways Inc. has provided services to a total of 19 unduplicated female clients. 13 have been discharged from the program, of which 33 percent were discharged to a lower level of care through reunification or a foster family agency. For prompt initiation of treatment and timely access to care, clients receive a mental health assessment within five days of their arrival and development of a treatment plan within the first 10 days.

On August 23, 2022, Agreement No. 22-142 was approved by the Board with Inspiring Pathways, Inc. for the provision of this STRTP. On June 13, 2023, the Board approved an agreement amendment (Agreement No. 22-142.1) for a one-year extension during fiscal year 2023-24. KCBH is seeking to renew this agreement.

A sole source justification has been completed for Inspiring Pathways, Inc. and was approved by the Purchasing Manager. Inspiring Pathways Inc. operates one of the only STRTP facilities in Kings County. This allows families from Kings County to have support systems in place where clients are not placed outside of the county, which removes barriers to families seeking residential therapeutic care.

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

SUBMITTED BY: Behavioral Health Department – Lisa Lewis/Christi Lupkes
SUBJECT: SERVICE AGREEMENT WITH WESTCARE CALIFORNIA,
INCORPORATED FOR ADOLESCENT SUBSTANCE USE DISORDER
PROGRAM SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) seeks approval of the agreement with WestCare California, Incorporated (WestCare), for adolescent Substance Use Disorder (SUD) programs for fiscal year (FY) 2024-25.

Recommendation:

Approve the agreement with WestCare California, Incorporated for adolescent Substance Use Disorder program services effective July 1, 2024 through June 30, 2025.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount is \$531,600 for FY 2024-25. Expenses and sufficient revenue for this agreement have been included in the department's FY 2024-25 Requested Budget in Budget Unit 422100 (Alcohol and Other Drug Program Admin).

BACKGROUND:

On June 27, 2023, the Board approved Agreement No. 23-057 with WestCare for the provision of Drug Medi-Cal (DMC) SUD services for the adolescents of Kings County. WestCare provides onsite SUD treatment at the Kings County Adolescent Facility in Hanford, and school-based services in Avenal, Corcoran, and Lemoore. The program priority participants are 12-17 years old.

WestCare has served 81 adolescents year-to-date through six DMC certified locations in Kings County, five 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

SERVICE AGREEMENT WITH WESTCARE CALIFORNIA, INCORPORATED FOR ADOLESCENT SUBSTANCE USE DISORDER PROGRAM SERVICES

June 4, 2024

Page 2 of 2

which are school-based at Kings Lake, John Muir Middle School, Earl F. Johnson, Hanford West High School, and Sierra Pacific High school.

Under this agreement, KCBH provides oversight of the program services to comply with Federal, State, and County contract guidelines of DMC services, community wide substance use awareness, and co-occurring conditions impacting Kings County youth and their families. Services include individual and group substance use counseling, Early and Periodic Screening, Diagnostic, and Treatment (EPSDT), outreach, and education.

A sole source has been completed for WestCare California, Incorporated, and was approved by the Purchasing Manager. WestCare California Inc. is currently the only provider in Kings County providing SUD treatment for youth. It has been providing outpatient drug-free (ODF) and intensive outpatient treatment (IOT) services in Kings County for over 10 years.

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Jay Wood

SUBJECT: PURCHASE OF LAPTOPS

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to purchase laptops to replace existing personal computers and laptop units that are off warranty.

Recommendation:

Authorize the Purchasing Manager to sign a purchase order for 100 replacement laptops.

Fiscal Impact:

There is no impact to the County General Fund with this purchase. The total cost to replace the laptops is \$167,227. All expenses are funded with state, federal, and realignment revenue and paid from Budget Unit 510000. Replacement laptops were included in the Fiscal Year 2023-24 Adopted Budget.

BACKGROUND:

HSA has 484 budgeted positions, with 412 positions currently filled. Each HSA employee requires electronic equipment to perform their job duties. In addition, the agency must keep equipment up to date to meet increasing computer security requirements and run the latest software versions. Replacing equipment with a warranty ensures that equipment is functioning correctly and allows staff to provide efficient customer service.

HSA, the Information Technology Department, and the Purchasing Manager agreed to utilize the statewide contract with Dell as approved by the National Association of State Procurement Officials for this purchase. This contract allows the State of California and local governmental agencies to procure equipment at the competitive contracted price. HSA does not utilize the County refresh process as HSA leverages State and Federal resources for technology equipment purchases. An Annual Electronic Data Processing (EDP) Maintenance and Operations (M&O) Plan was submitted and approved by the State on October 30, 2023. The requested equipment was listed and approved on the EDP, and generic M&O plan.

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 June 4, 2024

SUBMITTED BY: Library – Vikki Cervantes
SUBJECT: STAFF DEVELOPMENT DAY
SUMMARY:

Overview:

The Library Department is requesting the closure of all branch libraries for a Staff Development Day on Friday, June 14, 2024.

Recommendation:

Approve the closure of all Kings County Library Branches for a Staff Development Day on Friday, June 14, 2024.

Fiscal Impact:

None.

BACKGROUND:

Recognizing that effective implementation of organizational and professional development must be inclusive, the Library Department is requesting a one-day closure of all branch libraries to enable as many library staff members as possible to participate. The one-day closure is an opportunity to engage in conversations, work on teambuilding and create a work plan for the Hanford and Lemoore Branch renovation projects scheduled to start in early 2025. If approved, the Avenal, Corcoran, Hanford and Lemoore Branch Libraries will be closed to the public on Friday, June 14, 2024 from 9:00 a.m. to 1:00 p.m. The Stratford and Kettleman City Branches will be closed as normal. The Corcoran, Hanford, and Lemoore Branches will reopen as normal on Saturday, June 15, 2024, at 9:00 a.m. The public will be notified of the branch closures by way of our social media platforms. In addition, staff will place flyers and notices throughout the branches and on patron receipts.

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 June 4, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Heather Silva
SUBJECT: TUBERCULOSIS CONTROL PROGRAM REAL-TIME ALLOTMENT FUNDING

SUMMARY:

Overview:

The California Department of Public Health Tuberculosis (TB) Control Branch is awarding Kings County Department of Public Health (KCDPH) an allotment to support TB prevention and control activities.

Recommendation:

Approve an agreement with the California Department of Public Health Control Branch for real-time allotment grant funding to support tuberculosis prevention and control activities effective July 1, 2024 through June 30, 2025.

Fiscal Impact:

There is no impact to the County General Fund associated with the recommended action. The grant revenue of \$23,438 is included in Fiscal Year (FY) 2024-25 Requested Budget in Budget Unit 416000 – Public Health Services.

BACKGROUND:

The TB Control Program is a State-mandated activity in which the local health jurisdiction (LHJ) is responsible for TB reporting, treatment, and case management of persons with active TB disease. KCDPH has received funding since 2012.

Local assistance funds are allocated using a multi-variable funding formula modeled after the national TB allocation formula developed in 2009 in collaboration with the California TB Controllers Association. In 2023, the allocation process was modified to incorporate low morbidity jurisdictions (those averaging less than six cases annually) in the base award funding, starting in FY 2024-25. Allocations are calculated every two years using five years of surveillance data.

(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

TUBERCULOSIS CONTROL PROGRAM REAL-TIME ALLOTMENT FUNDING

June 4, 2024

Page 2 of 2

Data from 2018 and 2022 were used to determine FY 2024-25 and FY 2025-26 allocations. LHJ priorities include maintaining the decline in TB incidences through timely diagnosis of active TB disease, appropriate treatment and management of persons with TB disease, investigation, appropriate evaluation, treatment of contacts of infectious TB cases, and prevention of further transmission through infection control.

The department's focus continues to be on targeted testing and treatment of persons with latent TB infection to help prevent future TB disease cases. Timely evaluation of immigrants and refugees arriving with Class B-1 TB notifications is also an essential component in prevention of transmission and infection control. A portion of the funding must be reserved for food, shelter, incentives, and enabler expenditures to help motivate and improve adherence among patients experiencing homelessness to successfully complete treatment. KCDPH remains committed to serving as a resource to the community and healthcare providers to collaboratively seek to expedite the decline of TB morbidity and mortality.

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Heather Silva
SUBJECT: FIRST AMENDMENT TO AVENAL COMMUNITY HEALTH CENTER
COVID-19 PREVENTION AND INTERVENTION SERVICES AGREEMENT

SUMMARY:

Overview:

On July 18, 2023, the County entered into Agreement No. 23-107 with Avenal Community Health Center (ACHC) to provide COVID-19 prevention and intervention services to assist Kings County Department of Public Health (KCDPH) to protect and serve the county’s residents. Services include community outreach and education intended to increase the utilization of primary care medical services to improve health outcomes and reduce the impact of the virus on the community. KCDPH is requesting to extend the term of the agreement with no increase in compensation.

Recommendation:

Approve the first amendment with Avenal Community Health Center for COVID-19 prevention and intervention services effective upon execution through June 30, 2026.

Fiscal Impact:

There is no impact to the County General Fund associated with the recommended action. This amendment is a no-cost extension with no additional compensation provided for these services.

BACKGROUND:

ACHC is a comprehensive healthcare facility that is committed to providing high-quality medical services and promoting wellness in the community. Their goal is to deliver accessible and affordable healthcare to people of all ages, backgrounds, and socioeconomic statuses. ACHC offers a broad range of healthcare services, including primary care, preventive care, specialty care, and behavioral health services. The center has a dedicated team of healthcare professionals, including physicians, nurses, specialists, therapists, and support staff who are all

(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

FIRST AMENDMENT TO AVENAL COMMUNITY HEALTH CENTER COVID-19 PREVENTION AND INTERVENTION SERVICES AGREEMENT

June 4, 2024

Page 2 of 2

focused on providing compassionate and patient-centered care.

ACHC prioritizes community outreach and education, actively involving the community through the coordination of health education programs, workshops, and screenings. These initiatives aim to empower individuals and improve health literacy. ACHC collaborates closely with insurance providers and provides a sliding fee scale for those without insurance or with limited coverage, ensuring that healthcare remains affordable and reduces obstacles to access.

The department works with ACHC to deliver comprehensive healthcare services, promote wellness, and cultivate a healthier and more informed community. The agreement curbs the spread and minimizes the harm of COVID-19 among county residents through strategic outreach, which links residents to a primary care provider in addition to providing education on testing, treatment, and vaccination services. Through these efforts, the impact of the virus on the community is minimized, preventing its spread, and reducing COVID-19-related disparities as well as creating a healthier community by linking residents to a primary care provider. The agreement also includes outcomes to advance health equity, particularly in underserved and disproportionately affected populations of Kings County.

To enhance outreach efforts, ACHC employs a diverse range of strategies, including in-person education, mailers, social media engagement, printed materials, billboards, and TV and radio advertisements within Kings County. All outreach activities are co-branded with KCDPH. The initiatives are funded from the Centers for Disease Control and Prevention's Epidemiology and Laboratory Capacity Expansion grant, approved by the Board on September 15, 2020. Through the implementation of these comprehensive strategies, the department aims not only to curb the spread of COVID-19 but also to alleviate the disproportionate impact it has on the population of Kings County.

The amendment will extend the term of the agreement through June 30, 2026, but does not change the total compensation. Through February 2024, ACHC has spent approximately 18% of their budget. Savings have occurred due to pending projects including interfacing with ACHC and KCDPH's Electronic Health Records, surveillance testing of respiratory illness, as well as initial difficulty in hiring staff. ACHC has made progress on their outcomes, including referring from community outreach events, linking 947 residents to primary care services. These residents had previously not been linked to a primary care provider. In addition to receiving the benefits of primary health care, ACHC identified 125 residents who tested positive for COVID-19, 82 of which elected for therapeutic treatment to decrease symptoms.

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

Agreement No. _____

**COUNTY OF KINGS
FIRST AMENDMENT AGREEMENT FOR SERVICES**

This first amendment (“1st Amendment”) to Agreement 23-107 is entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and Avenal Community Health Center, a California nonprofit corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the County and Contractor entered into the Agreement No. 23-107 that commenced July 18, 2023, for COVID-19 Prevention and Intervention services;

WHEREAS, Section 6 of Agreement No. 23-107 authorizes the Parties to modify terms of Agreement No. 23-107 by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend Agreement No. 23-107 to reflect changes to the terms and budget.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 4 of Agreement No. 23-107 is amended as follows:**

This Agreement commences on the Effective Date and terminates on June 30, 2026, unless otherwise terminated in accordance with its terms.

2. **Exhibit B** to Agreement No. 23-107 is replaced with **Revised Exhibit B**, attached to this 1st Amendment. Any reference throughout Agreement No. 23-107 and its exhibits to “**Exhibit B**” is replaced with “**Revised Exhibit B.**”

3. The recitals and exhibits are integral to and incorporated into this 1st Amendment by this reference.

4. All other terms and conditions of Agreement No. 23-107 remain in full force and effect.

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

6. Each signatory below represents it is authorized to enter into this 1st Amendment and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this 1st Amendment the day and year first written above.

COUNTY OF KINGS

AVENAL COMMUNITY HEALTH
CENTER

By: _____
Doug Verboon, Chair
Kings County Board of Supervisors

By 
Name **Janelle Mason**
Chief Compliance Officer

ATTEST

By: _____

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: 
BABD9E472141B040F9AE9902095423E4 readysign
Willie Barrera, Deputy County Counsel

Exhibits/Attachments:
Revised Exhibit B: Budget

Revised Exhibit B

Budget

ORGANIZATION: Aria Community Health Centers
SERVICES: COVID-19 Preventative Services
CONTRACT TERM: 4/1/2023 – 6/30/2026
TERM AMOUNT: \$ 599,541

BUDGET CATEGORY	TOTAL
SALARIES	\$232,456.00
<u>Positions</u>	
3 x Community Health Workers (1.0 FTE)	
1 x Program Coordinator (1.0 FTE)	
M205391edia Specialist (1FTE)	
Program Manager (.15FTE)	
EHR Specialist (.40 FTE)	
Any deviation in FTE or positions requires KCDPH approval.	
BENEFITS AND PAYROLL TAXES	\$30,380.00
Includes Health Insurance, Retirement, Life Insurance, FICA, SUI	
INSURANCE	\$0.00
COMMUNICATIONS	\$6,150.00
Includes 3x Mifis (\$50 each, one time purchase), 7x Monthly Service (\$50 per line per month)	
OFFICE EXPENSES	\$10,000.00
Includes Office Supplies (Include but not limited to the following: Paper, Pens, Notebooks, file organizers, display holders, envelopes, cardstock, ink, etc)	
OFFICE LEASE	\$0.00
EQUIPMENT PURCHASE	\$4,950.00
Includes Laptops, Mouse, Keyboards, Monitors, HDMI Cords, Storage Cabinets, portable battery pack	
TRANSPORTATION	\$ 10,711.00
Mileage (.65)	
2* Vehicle Lease	
PROGRAM SUPPLIES	\$45,000.00
Includes tentage, chairs tables, tablecloths, outreach flyers, wagons, cones, Print fliers and promotional materials that will be shared with other outreach agencies, larger employers, and community-based organizations to increase public awareness and education of COVID preventative services including vaccinations, testing, and treatment options available in Kings County (Avenal & Kettleman City).	
OTHER	\$205,391.00
Public Awareness and Educational Service Campaign	

\$ for public awareness and educational services to educate and promote COVID prevention services that are available in Kings County which includes vaccinations, testing, and therapeutic treatment for Kings County residents. The public awareness and educational campaign will include in-person education, mailers, social media, printed materials, billboards, TV and radio advertisement.

Provide Break down of \$

- \$41 per rapid testing kits x 1,000 = \$25,000
- Social Media Ads - \$500
- Radio Ads - \$40,000
- TV Ad - \$85,000
- Website Marketing/Ad Costs - \$4,891

Surveillance Lab Testing and Interface

\$50,000 to partner with the county to perform surveillance testing. This includes the exploration and development of a result interface between the proposer and Kings County EMR systems.

- Lab Testing - \$50,000

SUBCONTRACTS	\$0.00
INDIRECT COSTS	\$54,503.00
10% of costs to support administrative operations	
TERM TOTAL	\$599,541.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Heather Silva
SUBJECT: AMENDMENT TO ELITECARE MEDICAL STAFFING, INC. AGREEMENT
SUMMARY:

Overview:

The Kings County Department of Public Health (KCDPH) is requesting an extension to the agreement with Elitecare Medical Staffing, Inc. (Elitecare) for temporary clinical staff. During the initial days of the COVID-19 pandemic, the department utilized temporary medical professionals to address staffing shortfalls and short-term mitigation efforts. As the urgency of the pandemic waned, the department has greatly diminished the number of hours utilized but continues to need Elitecare staff for essential services. The initial contract, Agreement No. 20-071, was approved by the Board on July 21, 2020 and has been subsequently extended through June 30, 2024. The department is seeking to extend the agreement through June 30, 2026.

Recommendation:

Approve a third amendment to the agreement with Elitecare Medical Staffing, Inc. to continue providing licensed nursing staff to the Kings County Department of Public Health effective upon execution through June 30, 2026.

Fiscal Impact:

There will be no impact to the County General Fund associated with the recommended action. Funding is included in the Fiscal Year 2024-25 Requested Budget in Budget Unit 416000 – Public Health Services. No additional funds are necessary for this extension, as the billing method is fee-for-service. The hourly rates for contract nurses are:

LVN	\$55.00 per hour
RN	\$79.00 per hour
CNA/MA/OA	\$38.00 per hour

The overtime rate is one and one-half times the regular rate for all hours worked by a placement in excess

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AMENDMENT TO ELITECARE MEDICAL STAFFING, INC. AGREEMENT

June 4, 2024

Page 2 of 2

of eight hours in one workday, 40 hours in one workweek. The rate for hours worked more than 12 will be paid at two times the regular rate. Holidays are billed at one and one-half times the regular hourly rate.

BACKGROUND:

Elitecare helps medical providers find professionally certified staff for temporary and ongoing needs. With accreditation from the Joint Commission, Elitecare ensures compliance with industry performance standards, including those from the Centers for Medicare & Medicaid Services and the Occupational Safety and Health Administration. Utilizing Elitecare enables healthcare organizations to effectively fill staffing gaps with qualified professionals and avoid administrative burdens associated with recruitment, screening, training, and possible over-hiring. This not only streamlines operations but also ensures the delivery of quality care.

The department would like to extend the agreement to work with Elitecare until June 30, 2026.

The overtime rate is one and one-half times the regular rate for all hours worked by a placement in excess of eight hours in one workday, 40 hours in one workweek. The rate for hours worked more than 12 will be paid at two times the regular rate. Holidays are billed at one and one-half times the regular hourly rate.

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

COUNTY OF KINGS

3rd AMENDMENT TO AGREEMENT

This third amendment (“3rd Amendment”) of Agreement No. 20-071 (“Agreement”) is made and entered into on _____, by and between the County of Kings, a political subdivision of the State of California (“County”) and Elitecare Medical Staffing, Inc., a California corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Parties intend to amend Agreement 20-071 to extend the term of the Agreement.

WHEREAS, Section 6 of the Agreement authorizes the Parties to modify the Agreement’s terms by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend the Agreement to extend the term of the Agreement;

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

1. Section 4 of the Agreement is replaced in its entirety with the following:

4. TERM

This Agreement commences on May 1, 2021, and terminates on June 30, 2026, unless extended by mutual consent of the Parties.

2. Section 8. A. 1. of the Agreement is replaced in its entirety with the following:

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, 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.

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

4. The recitals are an integral part of this Amendment and are incorporated herein.

5. The Parties may execute this Amendment in two (2) or more counterparts, to be construed together and that constitutes one (1) agreement.

6. Each signatory to this Amendment represents it is authorized to amend this Agreement and bind the party to which its signature represents.

7. All other terms and conditions of Agreement No. 20-071 shall remain in full force and effect.

§ THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK. §

IN WITNESS WHEREOF, the Parties have caused this 3rd Amendment to Agreement to be executed on the day and year as provided above.

COUNTY OF KINGS

ELITECARE MEDICAL STAFFING, INC.

By: _____
Doug Verboon, Chair
Kings County Board of Supervisors

Steve Poggi
By: A9202D52EBC3477D69155EBEC44A2D18 readysign
Steven J. Poggi
President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

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

APPROVED AS TO FORM

Diane Freeman, County Counsel

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: KETTLEMAN CITY – STATE ROUTE 41 PEDESTRIAN CROSSING AND PATHWAY IMPROVEMENTS

SUMMARY:

Overview:

On July 11, 2023, the Board approved the construction agreement with Garcia Paving, Inc., for the construction of the Kettleman City State Route (SR) 41 Pedestrian Crossing and Pathway Improvements project. The project consisted of the construction of a six-foot wide Hot Mix Asphalt Concrete (HMAC) pedestrian pathway, asphalt Americans with Disabilities Act (ADA) ramps with detectable warning surface, concrete v-gutter, and pedestrian activated flashing beacons. After the project was awarded, the project experienced a delay in construction due to additional requirements needed to obtain the California Department of Transportation (CalTrans) encroachment permit which prompted a change order due to increases in material costs and rental equipment increases for equipment committed to the contractor performing the work. In addition, during construction there were several rain events that washed off the aggregate placed as the base for the asphaltic pathway which resulted in a need for aggregate material. Also, actual asphalt material quantities were higher than those estimated for the project. These changes in material quantities and delay in the construction start resulted in an increase in cost for the construction project in amount of \$32,357. The original construction contract amount was \$206,808.

Recommendation:

- a. Approve the Construction Contract Change Order No. 1 with Garcia Paving, Inc. for the Kettleman City State Route 41 Pedestrian Crossing and Pathway Improvements project;
- b. Authorize the Public Works Director to sign Change Order No. 1 with Garcia Paving, Inc. for the Kettleman City State Route 41 Pedestrian Crossing and Pathway Improvements project.

(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

KETTLEMAN CITY – STATE ROUTE 41 PEDESTRIAN CROSSING AND PATHWAY IMPROVEMENTS

June 4, 2024

Page 2 of 2

Fiscal Impact:

This project will not impact the General Fund. The project is 100% reimbursed through the CalTrans – California Active Transportation Program (ATP). The project construction allocated funds are \$312,000. The original construction contract amount was \$206,808, but due the delays in the project, Change Order No. 1 is increasing the project by an additional \$32,357. This brings the total construction amount for the project including Change Order No. 1 to \$239,164.

BACKGROUND:

An ATP Cycle Four application was submitted to the State of California which was approved and funded resulting in this project. The project scope consisted of the construction of a six-foot wide asphalt concrete pedestrian pathway on the west side of SR 41 from Edwards Street to General Petroleum Avenue. Additionally, a pedestrian activated flashing beacon warning system will be installed at the existing crosswalk which transverses SR 41 at General Petroleum Avenue.

Construction for the project started in December of 2023 with the project substantially complete. Due to supplier lead times, the flashing beacon systems at the crosswalk of General Petroleum Avenue and SR 41 are scheduled for installation towards the end of June 2024.

Due to changes in material quantities and delays in the actual construction start date, Change Order No. 1 in the amount of \$32,357 is necessary to complete the project.

**COUNTY OF KINGS
CHANGE ORDER
NUMBER #1**

Project: Kettleman City State Route 41 Pedestrian Crossing and Pathway Improvements Project
 County Bid #: 2023-34
 Contractor: Garcia Paving, Inc
 Date: June 4, 2024

You are hereby authorized and directed to promptly make the following modifications to the contract for the above referenced project.

DESCRIPTION OF CHANGE:	Increase	Decrease
1. Increase in material costs due to delays in construction start date as a result of encroachment permit items being addressed by the Department. <ul style="list-style-type: none"> • Crosswalk Material • Trucking • Asphalt • Rock • Fuel 	\$7,329.40	
2. Additional Hot Mix Asphalt due to total quantity above estimated quantity. 19.18 tons @ \$255.84/ton	\$4,907.11	
3. Additional aggregate base material due to rain runoff washing off material during construction operations. 221.66 tons @ \$90.77/ton	\$20,120.08	
Total	\$32,356.59	
Net Increase/Credit	\$32,356.59	

REASON FOR CHANGE: Construction Start Delays

Contract Price: \$ 206,807.86 Prior Changes: \$ 0.00 This Change: \$ 32,356.59 New Contract Price: \$ 239,164.45	Contract Time: 30 working days Original Completion: Prior Changes: 0 This Change: 0 New Completion: TBD
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Contractor By: Michael Garcia Garcia Paving, Inc. Date:		County of Kings By: Dominic Tyburski, PE Public Works Director Date:
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This Change Order is for the full and complete settlement of the Change Order work set forth above. Upon execution of this Change Order, Contractor waives any and all damages and claims arising out of the circumstances which caused the Change Order, including, but not limited to damages or claims for hindrance, acceleration, time delays, any future cumulative effects on contract time or monies that could arise in any way out of such claim, and extension of time.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

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

SUMMARY:

Overview:

On March 5, 2024, the Board approved the project plans and specifications and authorized the Department of Public Works to advertise the Community Development Block Grant (CDBG) Kettleman City General Petroleum Avenue Improvements project. The project consists of the construction of curb, gutter, and sidewalk with Americans with Disabilities Act (ADA) ramps along General Petroleum Avenue from just west of 5th Street to 1st Street. To complete this work, it is necessary to hire a land surveyor to provide construction surveying services consisting of setting horizontal and vertical controls and identifying the right-of-way.

Recommendation:

- a. Approve the services agreement with O’Dell Engineering to provide construction surveying services for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements project effective upon execution for a term of two years;
- b. Authorize the Public Works Director to sign the agreement with O’Dell Engineering to provide construction surveying services for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements project.

Fiscal Impact:

The project is fully funded through CDBG and will not impact the General Fund. The amount of the construction surveying services agreement is \$68,260 and will be covered by the allocated amount of \$650,000 as shown in the adopted fiscal year 2023-2024 budget unit 311000.

(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

COMMUNITY DEVELOPMENT BLOCK GRANT KETTLEMAN CITY GENERAL PETROLEUM AVENUE IMPROVEMENTS PROJECT

June 4, 2024

Page 2 of 2

BACKGROUND:

In November of 2023, Kings County was awarded CDBG funding 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 5th Street to 1st Street in Kettleman City. The project plans and specifications were completed in October 2020 to provide a shovel ready project for construction once funding was available. Funding for the project became available in November 2023.

In order to complete the project, construction surveying services are necessary to set horizontal and vertical control points, identify the county right-of-way, and make sure tie-ins are as intended by the project plans. Through the request for proposals process, O'Dell Engineering was the highest ranked consultant due to their qualifications and experience with similar projects. Proposals were due on April 4, 2024 and two proposals were submitted.

The two submitted proposals are as follows:

1. O'Dell Engineering
2. Central Valley Engineering and Surveying

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

SUBMITTED BY: Community Development Agency – Chuck Kinney

SUBJECT: MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

SUMMARY:

Overview:

Staff will report any actions taken by the Planning Commission during the most recent meeting.

Recommendation:

Accept the monthly report of Planning Commission's actions from their June 3, 2024 meeting.

Fiscal Impact:

None.

BACKGROUND:

At a regular meeting held Monday, June 3, 2024, the Kings County Planning Commission reviewed the following:

ACTIONS AS THE PLANNING COMMISSION

DEVELOPMENT CODE TEXT CHANGE 668.18 - The applicant is proposing an Amendment of Article 6, Section 603, Table 6-1 of the Kings County Development Code to allow the operation of a short pour concrete system and the rental of portable cement mixers to the public, with a limit of three cubic yards in concrete weight capacity and a maximum noise level of 60 decibels at the property lines, in the Rural Commercial (CR) zone district subject to the approval of a Site Plan Review zoning permit.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

SUBMITTED BY: District Attorney – Sarah Hacker

SUBJECT: SUSPENSION OF PERSONNEL RULE 13051 FOR ALL ATTORNEY POSITIONS AND TEMPORARY AUTHORIZATION FOR DISTRICT ATTORNEY ON EMPLOYEE HIRING

SUMMARY:

Overview:

The District Attorney requests the Board to continue its temporarily suspension of Personnel Rule 13051 for all attorney positions at the District Attorney’s Office and grant temporary authorization to the District Attorney to hire qualified prospective attorneys through Step 5 within the job specification without County Administrative Officer or Board approval through December 31, 2024.

Recommendation:

Continue to temporarily suspend Personnel Rule 13051 for the District Attorney’s Office only and authorize the District Attorney to hire qualified prospective attorneys up to Step 5 without requiring County Administrative Officer or Board approval through December 31, 2024.

Fiscal Impact:

The fiscal impact will vary based on the range and step offered by the District Attorney for a given classification, however the impact is anticipated to be negligible due to salary savings created by staff vacancies.

BACKGROUND:

On June 20, 2023, the Board suspended Personnel Rule 13051 for Deputy District Attorney (DDA) I/II/III/IV positions and temporarily authorized the District Attorney to hire qualified DDAs up to Step 5 without County Administrative Officer or Board approval through June 1, 2024. Since then, the District Attorney’s Office underwent a reorganization, whereby the Board authorized the creation of two new attorney job specifications:

(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

SUSPENSION OF PERSONNEL RULE 13051 FOR ALL ATTORNEY POSITIONS AND TEMPORARY AUTHORIZATION FOR DISTRICT ATTORNEY ON EMPLOYEE HIRING

June 4, 2024

Page 2 of 2

Senior DDA and Supervising DDA. Since reorganization, the District Attorney's Office maintains a deficit of five attorneys. Two attorneys left at the beginning of March 2024 for other employment at a higher compensation level. Throughout this last year, the District Attorney has been aggressively marketing attorney positions to hire new qualified attorneys. However, despite the District Attorney's efforts and the County's job recruiter, Tripepi Smith, the District Attorney has been unable to fill all attorney positions in the office. Representatives from Tripepi Smith advised that despite their diligent efforts, they have been unable to recruit qualified attorneys to the District Attorney's Office because additional compensation is needed to attract experienced attorneys. Although the County is currently in negotiations with the Prosecutor's Union to enter into a new Memorandum of Understanding, the District Attorney must continue efforts to recruit new attorneys advertising the salary and benefits the County currently offers. Without the Board's authorization to hire new attorneys up to Step 5, the District Attorney cannot effectively recruit experienced legal talent to this county because it is challenging to compete with other District Attorney offices only offering Step 2 for attorney positions.

The District Attorney asks the Board to continue suspension of Personnel Rule 13051 for all attorney positions and to authorize the District Attorney to hire any attorney position up to Step 5 without County Administrative Officer or Board approval through December 31, 2024.

The County Administrative Office and Human Resources support this recommendation.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 4, 2024

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

SUBJECT: SENIOR FAMILY RESOURCE COORDINATOR AND FAMILY RESOURCE COORDINATOR POSITIONS IN THE PUBLIC HEALTH DEPARTMENT

SUMMARY:

Overview:

The California Department of Public Health (CDPH) has allocated State General Funds to expand the California Home Visiting Program (CHVP) to assist families who are at risk for Adverse Childhood Experiences, including child maltreatment, domestic violence, substance use disorder, and mental health related issues. The award cycle is from fiscal years 2023 through 2028 with required annual applications to submit to request and accept the funding. This item seeks to add positions to support home visiting and enhance the development of the program.

Recommendation:

- a. Allocate 1.0 Full-Time Equivalent Senior Family Resource Coordinator in Budget Unit 419600 to support home visitation programs;
- b. Allocate 3.0 Full-Time Equivalent Family Resource Coordinators in Budget Unit 419600 to support home visitation programs;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the County General Fund associated with the recommendation. Funding for the recommendation is included in the Fiscal Year 2023-24 Adopted Budget in Budget Unit 419600 – Health Department Grant Program. The recommended action will transfer \$297,694 in unused allocations from Contractual Services to Salary and Employee Benefits accounts in Budget Unit 419600. All department positions are funded by grants. The funding for these positions comes from State General Funds through Evidence-Based Home Visitation Funding, which is not expected to be affected by Governor Newsom’s

(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

SENIOR FAMILY RESOURCE COORDINATOR AND FAMILY RESOURCE COORDINATOR POSITIONS IN THE PUBLIC HEALTH DEPARTMENT

June 4, 2024

Page 2 of 2

May Budget Revision. If necessary, the department can use other funding sources to support these positions should state funding be diminished or discontinued. The department intends to fill the positions as funds become available to meet the community's needs for Home Visitation.

BACKGROUND:

The CHVP Program provides pregnant and newly parenting families with the tools, knowledge, and support needed to independently raise their children when one or more of the following risk factors are present: domestic violence, inadequate income, unstable housing, education less than 12 years, substance use disorder, and depression and/or mental health related issues.

CDPH distributed a total of \$47,760,624 for fiscal year 2023-24 to the 57 Local Health Jurisdictions (LHJ) that opted in for State General Funds-Evidenced Based Home Visitation Funding. Kings County's fiscal year 2023-24 annual allocation of \$573,694 is equal to the base allocation amount of \$400,000, plus an additional amount based on Kings County's proportion of Medi-Cal births statewide. Subsequent annual allocation amounts may be higher after CDPH calculates the redistribution of funds from any LHJs who opt-out of the funding during the award cycle.

The Board approved Agreement No. 24-022 on February 27, 2024, which authorized the Director of Public Health to accept the CHVP funding and submit the required work and spend plans. KCDPH is currently requesting to add four County-established positions: one Senior Family Resource Coordinator and three Family Resource Coordinators to support the goals of the program.

The Senior Family Resource Coordinator will be responsible for providing lead supervision, training, oversight, and evaluation to Family Resource Coordinators and support staff in the performance of their duties. The Family Resource Coordinators will be responsible for providing parenting instruction in accordance with the approved home visitation model. They will be responsible for engaging parents in activities, setting and reviewing goals with each family, documenting personal visits, and completing family-centered assessments about each family.

If approved, the department will eliminate the need for reliance on a subcontractor, which will help expedite implementation of the program rather than going through the lengthy Request for Proposal process and contract negotiations.

The mission of KCDPH is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. The enhanced workforce and infrastructure to be supported with these funds will bolster the efforts of the department to improve the health of Kings County residents.

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 NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

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

(B) Budget Transfer:

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Health Department Grant Program	Contractual Services	100000	419600/ 413400	92047	297,694
TOTAL						297,694

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Health Department Grant Program	Regular Employee	100000	419600/ 413400	91000	191,932
General	Health Department Grant Program	Retirement	100000	419600/ 413400	91005	48,271
General	Health Department Grant Program	Health Insurance	100000	419600/ 413400	91007	42,292
General	Health Department Grant Program	Management – Life Insurance	100000	419600/ 413400	91008	116
General	Health Department Grant Program	Unemployment Insurance	100000	419600/ 413400	91011	400
General	Health Department Grant Program	Social Security - Medicare	100000	419600/ 413400	91012	14,683
TOTAL						297,694

Explanation: There will be no impact to the County General Fund associated with the recommendation. Funding for the recommendation is included in the Fiscal Year 2023-24 County adopted budget unit 419600 – Health Department Grant Program. The recommended action will transfer \$297,694 from Contractual Services to the Personnel accounts in budget unit 419600.

Rose Mary Rahn

Dept. of Finance Approval _____
Administration Approval 

Department Head 990E4008E21399DDE7E1F7CE2152D177 readysign _____
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 June 4, 2024

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

SUMMARY:

Overview:

On March 5, 2024, the Board approved the project plans and specifications and authorized the Department of Public Works to advertise the Community Development Block Grant (CDBG) Kettleman City General Petroleum Avenue Improvements project. The project consists of the construction of curb, gutter, and sidewalk with Americans with Disabilities Act (ADA) ramps along General Petroleum Avenue from just west of 5th Street to 1st Street. On April 4, 2024, the Department of Public Works received a total of five bids, all of which were considered responsive and responsible with DOD Construction identified as the lowest bidder. The Department of Public Works recommends approval of the construction agreement with DOD Construction.

Recommendation:

Approve the construction agreement with DOD Construction for the Community Development Block Grant Kettleman City General Petroleum Avenue Improvements project effective upon execution for a term of 35 working days from the date of commencement for the base bid.

Fiscal Impact:

The project is fully funded through CDBG funds and will not impact the General Fund. The construction bid amount for the project is \$526,176 and will be covered by the allocated amount of \$650,000 that is included in the Fiscal Year 2023-24 Adopted Budget in Budget Unit 311000.

BACKGROUND:

In November of 2023, Kings County was awarded CDBG funding 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,

(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

COMMUNITY DEVELOPMENT BLOCK GRANT KETTLEMAN CITY GENERAL PETROLEUM AVENUE IMPROVEMENTS PROJECT

June 4, 2024

Page 2 of 2

curb, and gutter along General Petroleum Avenue from 5th Street to 1st Street in Kettleman City. The project plans and specifications were completed in October 2020 to provide a shovel ready project for construction once funding was available.

On March 10, 2020, the Board held a public hearing to solicit public input for projects that could benefit from CDBG funds. On April 28, 2020, the Board approved, by Resolution Number 20-029, submittal of an application for three projects 1) Public Facilities & Improvements – Fire Engine Kettleman City 2) Homeownership Assistance and Housing Rehabilitation, and 3) Public Facilities & Improvements – Curb, gutter, sidewalk Kettleman City. On October 26, 2023, the County was notified that the state had awarded the application submitted by the County for the Kettleman City Curb, Gutter, Sidewalk project in the amount of \$650,000. The Department of Public Works advertised the project and opened bids on April 4, 2024. A total of five bids were received, with DOD Construction identified as the lowest responsible bidder. The bids as received by the department were as follows:

1. DOD Construction	\$526,176
2. Terra West Construction	\$545,455
3. Cal Valley Construction	\$784,931
4. Granite Construction Company	\$862,305
5. RCH Construction	\$982,016

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

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



**CONSTRUCTION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
KETTLEMAN CITY GENERAL PETROLEUM AVENUE
IMPROVEMENTS PROJECT**

County Bid No. 2024 – 36

County Project No. 133924

Award Date: _____, 2024

CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS

CONSTRUCTION AGREEMENT

For

CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the County of Kings, hereinafter referred to as "Owner", and DOD Construction LTD., a California corporation, hereinafter referred to as "Contractor"

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

ARTICLE 1
THE CONTRACT DOCUMENTS

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

ARTICLE 2
THE WORK

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

ARTICLE 3
TIME FOR COMPLETION:

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

3.2 The Base Bid Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **thirty-five (35) working days** from the date of commencement for the base bid.

ARTICLE 4
THE CONTRACT PAYMENT

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1 hereof in strict accordance with the Plans and Specifications therefore, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of **\$526,175.50** lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS

N/A

ARTICLE 5 PROGRESS PAYMENTS

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

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

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

ARTICLE 6 FINAL PAYMENT

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

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

ARTICLE 7 MISCELLANEOUS

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

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor does not complete the work within the days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be **\$1,000.00** 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.

CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS

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: Bid Conditions, Construction Agreement, Bonds, Bid Proposal, Special Provisions, General Conditions, Debarment and Suspension Certification, Executive Order 11246, Davis-Bacon Federal Wage Determination.

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
N/A	N/A	N/A

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

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

9.1.6 The Addenda, if any, are as follows:

Number	Date
1	April 1, 2024

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

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

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

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

CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS

any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and not waiver of any provision hereof on one or more occasions shall constitute a continuing waiver. 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 March 5, 2019.

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 without limitation 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, and an electronic copy or other facsimile shall be treated as an original.

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

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

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

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

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

OWNER:
COUNTY OF KINGS

CONTRACTOR:
DOD CONSTRUCTION LTD

CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS

1400 W. LACEY BLVD.
HANFORD, CA 93230

PO BOX 70187
BAKERSFIELD, CA 93387

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: 
Derrick Dickerson - President

APPROVED AS TO INSURANCE

BY:  04/25/2024
SARAH POOTS, RISK MANAGER

APPROVED AS TO FORM

BY: 
DIANE FREEMAN, COUNTY COUNSEL

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