

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 11, 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=m07c7ff2424d1bbb54c3e0e5afc89a2ea>

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

<https://youtube.com/live/lgiDR-vcytA?feature=share>

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Orris Whitley – Mt. Olive Baptist Church
PLEDGE OF ALLEGIANCE



II. EMPLOYEE RECOGNITION – Kyria Martinez/Lisa Lewis
Presentation to the Employee of the 1st Quarter of 2024.

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

IV. APPROVAL OF MINUTES
A. Report out of Closed Session from the regular meeting for June 4, 2024.
B. Approval of the minutes from the regular meeting for June 4, 2024.

V. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with Kings Partnership for Prevention to provide prevention outreach and engagement services effective July 1, 2024 through June 30, 2026.

B. Human Services Agency:

1. Consider approving the first amendment to the Agreement with Kings Community Action Organization Incorporated for Cal-Learn services effective July 1, 2024 through June 30, 2025.

C. Public Health Department:

1. Consider approving an Agreement with the California Department of Public Health to provide services for educating, testing, and partner notification for individuals in Kings County at risk for a sexually transmitted infection effective July 1, 2024 through June 30, 2026.

D. 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.

E. Administration:

1. Consider approving the fifth amendment to the Agreement with Innovative Claim Solutions for workers' compensation services effective July 1, 2024 through June 30, 2025.
2. Consider authorizing the Chairman to sign a letter of opposition to Senate Bill 1164 which would provide property tax exemptions for some newly constructed accessory dwelling units.
3. Consider appointing one new member to the Kings County Homelessness Collaborative.



VI. REGULAR CALENDAR

A. Behavioral Health Department:

1. a. Consider approving the Mental Health Services Act Fiscal Year 2024-2025 Annual Update for submission to the Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission;
- b. Authorize the Kings County Behavioral Health Director and Kings County Director of Finance to sign the County Compliance Certification for the Mental Health Services Act Three-Year Integrated Program and Expenditure Plan.

B. Elections – Lupe Villa

1. Consider approving an Agreement with the California Secretary of State for Help America Vote Act federal funding to provide enhancements of election technology and election security improvements effective upon execution by the State through June 30, 2025.
2. Consider accepting the Certified Statement of Vote, as submitted by the Registrar of Voters, for the May 21, 2024 Congressional District 20 Special General Election.

**C. Human Services Agency – Wendy Osikafo/Christopher Narez
District Attorney’s Office – Sarah Hacker**

1. Consider adopting a Resolution to proclaim June 2024 as Elder and Dependent Adult Abuse Awareness Month.

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.

VII. 10:00 AM Public Hearing

A. Community Development Agency – Chuck Kinney/Victor Hernandez

1. a. Conduct a public hearing to consider authorizing Alcohol Beverage Control licenses for two convenience stores at 24824 and 24904 Jackson Ranch Road, Kettleman City, CA;
- b. Consider making a Determination of Public Convenience or Necessity;
- c. Authorize the Kings County Community Development Agency Director to sign the associated Alcohol Beverage Control forms.

VIII. 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



IX. CLOSED SESSION

- ◆ **Significant exposure to litigation: (1Case)**
[Govt Code Section 54956.9 (d)(2)(e)(1)]
- ◆ **Personnel Matter: (1Case) [Govt Code Section 54956.95]**
- ◆ **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

X. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, June 18, 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 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
July 15	9:00 AM	Special Meeting – Board of Equalization
July 16	9:00 AM	Regular Meeting

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

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

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

Board Members

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



Staff

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

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, 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>

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- I. 9:00 AM **CALL TO ORDER**
 - ROLL CALL – Clerk of the Board
 - INVOCATION – Nate Ferrier – Kings County Sheriff’s Office
 - PLEDGE OF ALLEGIANCE
 - MEMBES PRESENT: JOE NEVES, DOUG VERBOON, RUSTY ROBINSON, RICHARD FAGUNDES
 - MEMBERS ABSENT: RICHARD VALLE



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.

Salvador Flores, Kings County Fire Chief stated that the Fire Department has several updates for the Board and stated that they are evaluating their departments social media and webpage to unify the information.

Abraham Valencia, Kings County Office of Emergency Services stated that the weather is heating up and staff is working to open cooling centers and will be offering training on June 26 & 27, 2024.

Blake Adney, Kings County Fire Marshall stated that fireworks season is here and as a reminder to the public to only use safe and sane fireworks and that anyone caught with illegal fireworks can face large fines and or charges.

Diane Freeman, County Counsel introduced Anadelia Dominguez and Carrissa Adams as new attorney's in the County Counsels office.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for May 21, 2024.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their May 21, 2024 meeting.

B. Report out of Closed Session from the special meeting for May 23, 2024.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their May 23, 2024 meeting.

C. Approval of the minutes from the regular meeting for May 21, 2024.

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

D. Approval of the minutes from the special meeting for May 23, 2024.

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

IV. CONSENT CALENDAR

A. Agricultural Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Certified Farmers Market Inspection Program from July 1, 2024 through June 30, 2025. **[AGMT 24-062]**

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) [AGMT 24-063]**
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. **[AGMT 24-064]**
3. Consider approving the Agreement with WestCare California, Incorporated for adolescent Substance Use Disorder program services effective July 1, 2024 through June 30, 2025. **[AGMT 24-065]**



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. **[AGMT 24-066]**
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. **[AGMT 23-107.1]**
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. **[AGMT 20-071.3]**

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. [AGMT 24-067]*

ITEM F.1 & F.2 WERE PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA

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

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.

INFORMATION ONLY - NOA

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.

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



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)**

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

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. **[AGMT 24-068]**

THE ITEM WAS PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA

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).

Supervisor Neves stated that he attended the Housing Authority of Kings County meeting, attended the Dairy Digester tour, attended the Local Agency Formation Commission meeting, attended the Kings Area Public Transit Agency meeting, attended the Kings County Association of Governments meeting, attended the South Fork Kings Groundwater Sustainability Agency meeting, attended the Keith Hernandez, Kings County Fire Department memorial event, attended the Memorial Day Avenue of Flags event at Grangeville cemetery, participated in a zoom meeting for the Mental Health Services Act and attended the Kings Symphony Pops in Civic Park event.

Supervisor Fagundes stated that he has attended graduations and Portuguese celebrations.

Supervisor Robinson stated that he just returned from vacation with his family.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received correspondence from the Department of Alcoholic Beverage Control relating to an Application for an Alcoholic Beverage License for Pin Drop Market dated May 17, 2024. The Board received correspondence from Selective Service System received May 28, 2024 regarding the engagement of County Boards to share information about the registration requirement of 18 year old males.**
- ◆ **Upcoming Events: Kyria Martinez stated Kings County Behavioral Health will host its Family Member Support Group tonight, Tuesday, June 4, 2024 from 5:30 p.m.-7:30 p.m. at the Kings Building located on our campus. Kings County Behavioral Health will host its Veteran’s Support Group, next Tuesday, June 11, 2024 from 5:30 p.m.-7:30 p.m. at the Veterans Memorial Hall in Hanford. Kings County Library will host its Movie Time at the Kettleman City Branch Library next, Wednesday, June 12, 2024 from 3:00 p.m. – 4:30 p.m. Save the Date: Kings County Public Health will host the Kings County Employee Blood Drive on Thursday, July 11, 2024 from 9:00 a.m.-1:00 p.m. here on campus.**



- ◆ Information on Future Agenda Items: **Kyira Martinez stated that the following items would be on a future agenda: Administration - Presentation to Employee of the 1st Quarter 2024, Workers' Compensation Third Party Administrator 5th Amendment to Agreement with Innovative Claim Solutions, Letter of Opposition for Senate Bill 1164 (Newman) Property Tax Exemptions for Accessory Dwelling Units and Appointment to the Kings County Homelessness Collaborative; Behavioral Health - Mental Health Services Act Annual Update and Kings Partnership for Prevention Agreement with Kings County Behavioral Health; Community Development Agency - Public Hearing for ABC Licenses for the off-site sales of beer and wine at 24825 And 24904 Jackson Ranch Road in Kettleman City; Elections - Certified Statement of Vote for the May 21, 2024, Congressional District 20, Special General Election results and approval of an Agreement with the California Secretary of State for Help America Vote Act federal funding to enhance election technology and make improvements to elections security; Department of Finance - Establishing the Booking Fee Rate for Fiscal Year 2024-2025; Public Health -STI Prevention and Collaboration Agreement; Human Services Agency - Amendment to Agreement with Kings Community Action Organization for Cal-Learn Services and Elder and Dependent Adult Abuse Awareness Month Proclamation.**

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.

FUTURE MEETINGS AND EVENTS

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

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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 11, 2024

SUBMITTED BY: Administration – Kyria Martinez
Behavioral Health – Dr. Lisa Lewis/Grant Zweifel

SUBJECT: PRESENTATION TO THE EMPLOYEE OF THE 1ST QUARTER OF 2024

SUMMARY:

Overview:

The Board approved the formation of an Employee Recognition Committee in 1990. Every quarter, employees are nominated based on their outstanding performance and achievement in various departments. The nominations are reviewed and voted upon by the Committee. The Committee requests that the Board recognize and award the Employee of the Quarter with the presentation of a certificate and check in the amount approved by the Board.

Recommendation:

Presentation to the Employee of the 1st Quarter of 2024.

Fiscal Impact:

The recognized employee will receive \$300, which will come from the General Fund in Budget Unit 111000.

BACKGROUND:

This quarter’s Employee of the Quarter will be Ryan Campbell. Ryan began his career with the Kings County Information Technology Department as an Office System Analyst in 2016. Since then, he has promoted to the position of Business Applications Specialist with Behavioral Health.

Ryan has shown exceptional leadership and immense effort as the sole system administrator guiding Behavioral Health’s conversion to a new multi-county electronic health record (EHR) system while also continuing to provide outstanding training and support to end users.

Merely months after being hired by Behavioral Health, Ryan was entrusted with the daunting task of not only

(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

PRESENTATION TO THE EMPLOYEE OF THE 1st QUARTER OF 2024

June 11, 2024

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mastering Behavioral Health's legacy EHR system but also familiarizing himself with the intricacies of the planned new EHR system. With no experienced system administrators on staff, Ryan had to largely teach himself the intricate workings of a system administrator within Behavioral Health's legacy software, armed with minimal resources. While adeptly managing the operations of this EHR, which serves hundreds of users and demands full-time attention to daily issues, he concurrently underwent extensive training on the incoming EHR system, attending a grueling schedule of ten or more hours per week of meetings and sessions with a contractor for conversion planning and data migration.

Ryan's dedication was unparalleled, as he voluntarily worked overtime, recognizing it as the only viable path to accomplish the monumental task at hand.

Ryan consistently made himself available to any and all end users requiring additional support and personalized hands-on training. Ryan has always been an excellent teacher, incredibly kind, willing to go the extra mile to help, and generous with his time. Ryan's quality of work, dedication, and professionalism has made him a truly valued member of his office. For all these reasons, Ryan Campbell has been chosen as Employee of the 1st Quarter of 2024.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 11, 2024

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

SUBJECT: AGREEMENT WITH KINGS PARTNERSHIP FOR PREVENTION FOR EARLY INTERVENTION AND PREVENTION FOR THE MENTAL HEALTH SERVICES ACT

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Kings Partnership for Prevention (KPPF) to provide prevention outreach and engagement services to build capacity and community wellness.

Recommendation:

Approve the agreement with Kings Partnership for Prevention to provide prevention outreach and engagement services effective July 1, 2024 through June 30, 2026.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount is \$130,000 for Fiscal Year (FY) 2024-25 and \$130,000 for FY 2025-26. Expenses under this agreement and sufficient revenue for expenses were included in the department’s FY 2024-25 Requested Budget in Budget Units 422100 – Substance Use Disorder (SUD) and 4222000 – Mental Health Services Act (MHSA). \$13,000 is allocated in Budget Unit 422100 and \$117,000 is allocated in Budget Unit 4222000.

BACKGROUND:

KPPF is a community coalition in Kings County that serves as one of the Prevention and Early Intervention programs under MHSA. KPPF works to create an environment of wellness throughout the community through community outreach and prevention education and by facilitating the Kings County Mental Health Task Force (MHTF) in partnership with KCBH. The MHTF’s mission is to strive to increase mental wellness by decreasing

(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 KINGS PARTNERSHIP FOR PREVENTION FOR EARLY INTERVENTION AND PREVENTION FOR THE MENTAL HEALTH SERVICES ACT

June 11, 2024

Page 2 of 2

suffering and creating a climate of hope. The task force focuses on reducing stigma and promoting prevention, decreasing suicide and suicidal behavior, and increasing engagement and early intervention.

In FY 2022-23, the MHTF collaborated with the Mental Health Services Oversight & Accountability Commission (MHSOAC) on the *Striving for Zero* Suicide Prevention Strategic Planning Learning Collaborative to draft a Kings County Suicide Prevention Strategic Plan specifically tailored for Kings County. The MHTF contributed valuable insights on addressing suicide within the community and worked alongside other organizations to craft the strategic plan which is in the final stages of completion. The MHTF also organizes an annual "Mental Health Matters" event for the community in recognition of May Mental Health Awareness Month. In FY 2022-23, the MHTF organized resource tables, a mental health panel, engaging activities, and more to ensure a festive and informative community event. Additionally, the MHTF organized a Suicide Prevention Walk in the city of Avenal, drawing support from community members to stand in solidarity with those grappling with suicide ideation and in memory of those lost to suicide.

The MHTF created a resource flier in FY 2022-23 featuring mental health services for use at outreach events and actively participated in over 50 outreach initiatives aimed at promoting overall well-being. These initiatives included but were not limited to: The Suicide Prevention Walk, which had over 30 participants and five resource tables disseminating resource information and promotional items; Mental Health Matters event, which had over 10 resource tables, a panel discussion, and dissemination of community food boxes; and a Suicide Prevention Panel which had five panelists providing insight on suicide prevention and resources in the community, and over 30 community members were in attendance.

A sole source justification has been reviewed and approved by the Purchasing Manager. KPFP leads and participates in collaborative processes on behalf of KCBH to improve overall wellness in the community. KPFP provides suicide prevention awareness, substance use prevention activities, and mental health outreach. KPFP is the only entity in Kings County with an established county-wide network of community organizations and providers to carry out services collaboratively.

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 11, 2024

SUBMITTED BY: Human Services Agency-Wendy Osikafo/Antoinette Gonzales

SUBJECT: AMENDMENT TO AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR CAL-LEARN SERVICES

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to extend the agreement with Kings Community Action Organization, Incorporated (KCAO) for an additional one year to provide Cal-Learn program services to pregnant and parenting teens under the California Work Opportunity and Responsibility to Kids (CalWORKs) program. The primary goal is to provide case management and supportive services to assist participants in staying in or returning to high school and earning a diploma or an equivalent certificate.

Recommendation:

Approve the first amendment to the agreement with Kings Community Action Organization Incorporated for Cal-Learn services effective July 1, 2024 through June 30, 2025.

Fiscal Impact:

There is no impact to the County General Fund. The agreement is funded with the Cal-Learn Allocation under CalWORKs' Single Allocation. The total cost of this agreement is \$145,307 for Fiscal Year (FY) 2024-25. Sufficient appropriations and revenues for this agreement are included in HSA's FY 2024-25 Requested Budget within Budget Unit 510000.

BACKGROUND:

HSA proposes that the current agreement with KCAO for Cal-Learn services be extended for an additional one year. The extension will allow pregnant or parenting teens to continue receiving Cal-Learn services without interruption. On June 27, 2023, the Board approved the original agreement with KCAO (Agreement No. 23-

(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 AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR CAL-LEARN SERVICES PROGRAM SERVICES

June 11, 2024

Page 2 of 2

059) for Cal-Learn services effective July 1, 2023, through June 30, 2024.

The Cal-Learn program was established by California with the passage of Senate Bill (SB) 35 and SB 1078 to provide support to welfare recipients under 19 years of age who are custodial parents or pregnant. It helps them achieve self-sufficiency by providing educational, vocational, training, health, and other social services needs. KCAO is a community-based organization that partners with HSA to provide case management services for the Cal-Learn program. The program aims to encourage teen parents to stay in or return to high school or an equivalent program to earn a diploma or certificate.

The initial agreement's term is for one year, with the option to extend it for two more one-year terms if both HSA and KCAO agree.

On February 8, 2024, the Kings County Purchasing Manager approved the sole source justification request for this vendor. HSA seeks to sustain its partnership with KCAO and ensure the ongoing delivery of Cal-Learn services to pregnant or parenting CalWORKs teens.

HSA is requesting approval to extend the agreement with KCAO for an additional one-year term from July 1, 2024, through June 30, 2025.

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

COUNTY OF KINGS

1st AMENDMENT TO AGREEMENT

This first amendment (“1st Amendment”) of Agreement No. 23-059 (“Agreement”) is entered into on July 1, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and Kings Community Action Organization, Incorporated, a California nonprofit corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the County and Contractor entered into the Agreement No. 23-059 on July 1, 2023, for educational, health, and other supportive service needs to pregnant and parenting teens, under the Aid to Families with Dependent Children (AFDC), to help them achieve self-sufficiency, as needed by its Human Services Agency;

WHEREAS, the 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 Agreement No. 23-059 to extend its term for an additional one (1) year and to include the Fiscal Year 2024/2025 CalLearn Program Budget.

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

1. **Section 4 of the Agreement No. 23-059 is amended to add:**

The terms of this Agreement is extended for one year and shall terminate on June 30, 2025, unless otherwise terminated in accordance with Section 7.

2. **The Budget of the Agreement No. 23-059 is amended to add the new figures for Fiscal Year 2024/2025 and shall be referred to as Revised Exhibit B:**

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

4. All other terms and conditions of Agreement No. 23-059 shall 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 to this 1st Amendment represents it is authorized to enter into this Agreement and bind the Party to which its signature represents.

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

COUNTY OF KINGS

**KINGS COMMUNITY ACTION
ORGANIZATION INCORPORATED**

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

By: Jeff Garner
949A4FF03A90C5FD1BEA694FF960EAB7 readySign
Name: Jeff Garner, Executive Director

ATTEST

**RISK MANAGEMENT APPROVED AS
ATTEST TO INSURANCE**

By: _____
Catherine Venturella, Clerk of the Board

By: Sarah Poots
613BB3CAD3655817E55586189297E37C readySign
Sarah Poots, Risk Manager

APPROVED AS TO FORM

Diane Freeman, County Counsel

By: Zachary Adams
JF53C3B3637BD6989DD5F11B66AE8E36 readySign
Zachary S. Adams, Deputy County Counsel

Exhibits/Attachments:

Revised Exhibit B: CalLearn Program Budget

Revised Exhibit B

CalLearn Program Budget	
July 1, 2024 – June 30, 2025	
Personnel & Operational Costs	2024/2025 Total Cost
<p>Salaries:</p> <ul style="list-style-type: none"> • Administrative Assistant @ 30% FTE • Case Manager @ 100% FTE • Director @ 12.5% FTE • Benefits- all positions <p>Supplies/Equipment/Communications:</p> <ul style="list-style-type: none"> • Office Supplies • Small Equipment • Janitorial Supplies • Computer & Software Supplies • Equipment Purchase/Rental/Maintenance • Telephone • Postage • Photocopies <p>Occupancy:</p> <ul style="list-style-type: none"> • Rent • Storage • Utilities • Bldg. Repair/Maintenance • Janitorial Services <p>Vehicle:</p> <ul style="list-style-type: none"> • Gas & Oil • Vehicle Insurance • Vehicle License & Fees • Vehicle Repair and Maintenance 	
Sub-Total: Personnel & Operational	\$122,562
Program Cost	
Travel (mileage/fuel) Training Workshop Expenses Conference Registration Insurance & Bonding Client Support Fees & Licenses Miscellaneous/Student Conference Transportation Voucher Motivational Redirectives/Gift Cards Educational Materials/Ancillary Services/Items Program Supplies & Materials Affiliate Agreement Start-up: Computers & Small Equipment	
Sub Total: Program Cost	\$9,536
Indirect Cost	
Indirect Costs (ICR rate 10%)	\$13,209
Total Budget	\$145,307



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 11, 2024

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

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, SEXUALLY TRANSMITTED DISEASES CONTROL BRANCH

SUMMARY:

Overview:

The California Department of Public Health (CDPH) assists Kings County Department of Public Health (KCDPH) in implementing public health activities related to monitoring, prevention, testing, linkage to, and retention in care activities for the most vulnerable and underserved individuals living with or at high risk for sexually transmitted infections (STIs).

Recommendation:

Approve an agreement with the California Department of Public Health to provide services for educating, testing, and partner notification for individuals in Kings County at risk for a sexually transmitted infection effective July 1, 2024 through June 30, 2026.

Fiscal Impact:

There is no impact to the General Fund with the recommended action. The agreement is for a total allocation of \$607,664, split between two years. The first-year allocation of \$308,832 is included in the Fiscal Year (FY) 2024-25 Requested Budget in Budget Unit 416000 – Public Health Services. The second-year allocation will be included in next year’s requested budget.

BACKGROUND:

CDPH has allocated \$607,664 State General Funds to the KCDPH for FY 2024-25 and 2025-26 to be used to support STI prevention and control activities. These allocations are for a full two years and are set to begin on July 1, 2024 and end on June 30, 2026.

This allocation combines the previous Sexually Transmitted Disease (STD) Core and STD Prevention and

(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 THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, SEXUALLY TRANSMITTED DISEASES CONTROL BRANCH

June 11, 2024

Page 2 of 2

Collaboration allocations authorized by the California Health and Safety Code (H&SC) Section 120511, that KCDPH has received in the past. Based on the agreement between CDPH, California Conference of Local Health Officers, and the County Health Executives Association of California, funding formulas for both the STD Prevention & Collaboration Allocations (methodology established FY 2021-22) and STD Core Allocations (methodology established FY 2018-19) will remain unchanged. Funds allocated through this agreement are designated for public health staff to continue initiatives related to monitoring, prevention, testing, outreach, and connection to the most vulnerable and underserved individuals who are either living with or are at high risk for STIs. It is a requirement of the agreement that a portion of the funds be used to partner with community-based organizations offering services within the Local Health Jurisdiction for extended service reach.

Key strategic areas for prevention and control are enhancement of surveillance and case follow up for syphilis cases, testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk. Priority groups include lesbian, gay, bisexual, transgender, and queer populations, Black, and/or homeless individuals. KCDPH will continue disease investigations of STIs in the community, as well as health education, treatment options, and partner notification to decrease the spread of infection.

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 11, 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 11, 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	Contract Time: 30 working days
Prior Changes: \$ 0.00	Original Completion:
This Change: \$ 32,356.59	Prior Changes: 0
	This Change: 0
New Contract Price: \$ 239,164.45	New Completion: TBD

Contractor		County of Kings
By: Michael Garcia Garcia Paving, Inc.		By: Dominic Tyburski, PE Public Works Director
Date:		Date:

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 11, 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 11, 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 11, 2024

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots

SUBJECT: WORKERS’ COMPENSATION THIRD PARTY ADMINISTRATOR FIFTH AMENDMENT TO AGREEMENT WITH INNOVATIVE CLAIM SOLUTIONS

SUMMARY:

Overview:

In June 2023, the Board approved a fourth amendment to an agreement with Innovative Claim Solutions (ICS), the County’s third-party administrator for workers’ compensation services, to extend the agreement through June 30, 2024. Kings County and ICS intend to further extend the contract for one year.

Recommendation:

Approve the fifth amendment to the agreement with Innovative Claim Solutions for workers’ compensation services effective July 1, 2024 through June 30, 2025.

Fiscal Impact:

The annual cost for these services for Fiscal Year 2024-25 is \$367,182 (\$30,599 monthly), which is a 4% increase. This is funded by the workers’ compensation internal services fund which is cost applied to the individual department budgets participating in the workers’ compensation program and is included in the 2024-25 Requested Budget.

BACKGROUND:

The County is self-insured for its workers’ compensation program and currently has a contract with a third-party administrator, ICS. ICS reviews, monitors, and manages the County’s workers’ compensation claims. ICS receives the claims, communicates with the medical providers and the employees, reviews, and authorizes services through the referral process. ICS provides claims managements services and assistance through the claims. This contract was initially approved by the Board on June 30, 2015, and was later amended to expire June 30, 2024. Staff worked with ICS to keep the current level of services with a cost increase as minimal as possible. The County intends to publish a request for proposals to provide workers’ compensation services next year. This amendment 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.

COUNTY OF KINGS

FIFTH AMENDMENT TO AGREEMENT #15-057 BETWEEN COUNTY OF KINGS AND INNOVATIVE CLAIM SOLUTIONS, INC.

This Fifth Amendment (“5th Amendment”) of Agreement #15-057 (“Agreement”) is entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”), and Innovative Claim Solutions, Inc., a California Corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

R E C I T A L S

WHEREAS, the Parties entered into the Agreement, commencing on July 1, 2015, for administration of workers’ compensation claims management and administrative services;

WHEREAS, Sections 5(A)(1) and 9(A)(11) of the Agreement authorize the Parties to modify the Agreement’s terms by a written amendment, executed by the Parties.

WHEREAS, on July 1, 2018, the Parties amended Sections 2 and 5 of the Agreement, adjusting Contractor’s base fee and extending the term of the Agreement to June 30, 2020 (“1st Amendment”).

WHEREAS, on July 1, 2020, the Parties amended Sections 2 and 5 of the Agreement, adjusting Contractor’s base fee and extending the term of the Agreement to June 30, 2022 (“2nd Amendment”).

WHEREAS, on June 28, 2022, the Parties amended Sections 2 and 5 of the Agreement, adjusting Contractor’s base fee and extending the term of the Agreement to June 30, 2023 (“3rd Amendment”).

WHEREAS, on July 1, 2023, the Parties amended Sections 2 and 5 of the Agreement, adjusting Contractor’s base fee and extending the term of the Agreement to June 30, 2024 (“4th Amendment”).

WHEREAS, the Parties intend to amend the Agreement to reflect changes in Contractor’s base fees and to extend the term of the Agreement for an additional one (1) year.

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

1. Section #2 is amended as follows:

2. Base Fee. In consideration of services described in the Agreement, County shall pay Contractor an annualized fee of \$367,182 for the period of July 1,

2024, through June 30, 2025, payable in equal monthly installments of \$30,598.50. All payments are due at the beginning of each month.

2. Section #5 is amended as follows:

5. Term. This 5th Amendment extends the term of the Agreement, as amended by the 1st, 2nd, 3rd and 4th Amendments, for a period of one (1) year, commencing on July 1, 2024, and ending on June 30, 2025, unless sooner terminated pursuant to the Agreement and this 5th Amendment.

A. Termination.

(1) Unless sooner completed or terminated as provided herein, this Agreement shall continue in force for a period of one (1) year and shall thereupon terminate unless extended in writing by both parties. All remedies and all obligations respecting confidentiality provided in the Agreement and the non-solicitation provisions of Section 8 of the Agreement shall survive the expiration or termination of the Agreement, as extended by the 1st, 2nd, 3rd and 4th Amendments, this 5th Amendment, the cessation of ICS's work for County, and the cessation of ICS's or County's business operations. The County shall pay ICS and other approved vendors for all services and fees incurred and makes all reimbursements owing, through the effective date of termination.

(2) Notwithstanding any other provision of the Agreement and this 5th Amendment, either party may terminate the Agreement at any time for any reason or for no reason by giving ninety (90) calendar days written notice to the other party.

(3) The Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party;
- (b) Dissolution or winding up of either party; or
- (c) Assignment or purported assignment of this Agreement by either party without the consent of the other.

B. Cooperation.

In the event of early termination or non-renewal, both parties will cooperate in good faith to implement a transition to a new service provider with the minimum disruption to the provision of benefits to workers. ICS will make available to County and to a new service provider, all files, summary data, records and information developed

with respect to the Agreement as amended, including all loss records and a record layout describing the format of the data tape. Such information shall be made available both electronically and in hard copy, as appropriate. The County shall assume all responsibility for open claims as of the effective date of termination.

3. This 5th Amendment commences on July 1, 2024, and terminates on June 30, 2025, unless otherwise extended or terminated in accordance with its terms.

4. The recitals are integral to this 5th Amendment and are incorporated into the Agreement by this reference.

5. All other terms and conditions of the Agreement as previously amended shall remain in full force and effect.

6. The Parties may execute this 5th Amendment by electronic means. The electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

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

8. Each signatory to this 5th Amendment represents it is authorized to enter into this 5th Amendment and bind the party to which its signature represents.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this 5th Amendment on the day and year first written above.

COUNTY OF KINGS

CONTRACTOR NAME

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

By:  5/15/2024
Name: Dan Greco
Title: VP Client Services

ATTEST

APPROVED AS TO INSURANCE

By: _____
Catherine Venturella, Clerk of the Board

By:  05/14/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM

By:  _____
Diane Freeman, 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 11, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: LETTER OF OPPOSITION FOR SENATE BILL 1164– PROPERTY TAX EXEMPTIONS FOR ACCESSORY DWELLING UNITS

SUMMARY:

Overview:

Property tax revenue is one of the most important funding sources for local governments. Since the passage of Proposition 13, increases in property tax revenue have not kept pace with increasing staffing costs and costs to provide vital services to the community. Senate Bill (SB) 1164 looks to reduce local government property tax revenue by exempting newly constructed accessory dwelling units (ADUs) from property tax assessment if certain conditions are met, for ten years from the date of completion or until the property changes owners, whichever comes first.

Recommendation:

Authorize the Chairman to sign a letter of opposition to Senate Bill 1164 which would provide property tax exemptions for some newly constructed accessory dwelling units.

Fiscal Impact:

SB 1164 could have a negative impact on the General Fund by way of providing certain property tax exemptions for ADUs, taking these improvements off the property tax assessment. However, the exact fiscal impact is unknown.

BACKGROUND:

SB 1164 passed off the Senate Floor on May 22 and is awaiting a hearing in the Assembly Revenue and Taxation Committee. This bill assumes property taxes are an impediment that disincentivizes homeowners from building ADUs. However, data from University of California, Berkley show significant increases in permits and constructed units in previous years, signaling that property tax adjustments have not exclusively halted or discouraged construction on new ADUs. Separate from property tax, the disproportionate share of ADUs that

(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

LETTER OF OPPOSITION FOR SENATE BILL 1164– PROPERTY TAX EXEMPTIONS FOR ACCESSORY DWELLING UNITS

June 11, 2024

Page 2 of 2

have been permitted but not yet built, represents a supply and demand concern wholly divorced from property tax considerations.

Recent legislative efforts to increase the statewide housing stock, like SB 9 (Atkins, 2021), helped spur the construction of ADUs by allowing by-right approval of an ADU in a single-family residential zone. However, increasing the housing stock triggers demand for service delivery, for which local governments are responsible. By creating a property tax assessment exemption on newly constructed ADUs, SB 1164 will deprive local governments of the revenues needed to provide and expand services of communitywide benefit. Property taxes generate a critical revenue source local governments depend on to provide core community services, including public safety, education, parks, libraries, public health, and fire protection.

The County has ongoing concerns with proposals that erode the local government tax base. Local governments can ill-afford any additional erosion of local tax revenues in the short or long term, and the negative fiscal impacts of this measure would be exclusively borne by local governments.



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

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

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

RUSTY ROBINSON – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

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

June 11, 2024

The Honorable Jacqui Irwin
Chair, Assembly Revenue and Taxation Committee
1020 N Street, Room 167A
Sacramento, CA 95814

**Re: SB 1164 (Newman) - Property taxation: new construction exclusion: accessory dwelling units.
As Amended May 16, 2024 – OPPOSE
Awaiting to be heard in the Assembly Revenue and Taxation Committee**

Dear Assembly Member Irwin,

Kings County writes in opposition to Senate Bill (SB) 1164 (Newman), which would reduce local government property tax revenue by exempting newly constructed accessory dwelling units (ADUs) from property tax assessment if certain conditions are met, for ten years from the date of completion or until the property changes owners, whichever comes first.

Since 2018, there have been year-over-year increases in the number of newly permitted and constructed ADUs throughout the state. According to data from the UC Berkeley Center for Innovation, from 2018 to 2022, roughly 10,276 ADUs were built, while 28,547 units were permitted during that same period. It is clear there is a demand for ADUs that California cannot keep pace with.

As the state's population grows, so do demands for the services we provide to the community. Providing quality services to constituents is only getting more expensive, as rising staffing costs and unfunded mandates have impacted counties across the state. These statewide issues are only exacerbated in disadvantaged and rural counties like Kings. The County cannot effectively serve the growing demand for vital services with stagnant or reduced revenue sources.

This bill assumes property taxes are an impediment that disincentivizes homeowners from building ADUs. However, the data show significant increases in permits and constructed units in previous years, signaling that property tax adjustments have not exclusively halted or discouraged construction on new ADUs. Separate from property tax, the disproportionate share of accessory dwelling units that have been permitted but not yet built, represents a supply and demand concern wholly divorced from property tax considerations.

Recent legislative efforts to increase the statewide housing stock, like SB 9 (Atkins, 2021), helped spur the construction of ADUs by allowing by-right approval of an ADU in a single-family residential zone. However, increasing the housing stock triggers demand for service

delivery, for which local governments are responsible. By creating a property tax assessment exemption on newly constructed ADUs, SB 1164 will deprive local governments of the revenues needed to provide and expand services of communitywide benefit. Property taxes generate a critical revenue source local governments depend on to provide core community services, including public safety, education, parks, libraries, public health, and fire protection.

Kings County supports the intent to increase housing production across the state but has ongoing concerns with proposals that erode the local government tax base. Local governments can ill-afford any additional erosion of local tax revenues in the short or long term, and the negative fiscal impacts of this measure would be exclusively borne by local governments.

For these reasons, Kings County is in opposition to SB 1164 and respectfully requests your NO vote.

Sincerely,

Doug Verboon
Chairman of the Board of Supervisors
Kings County

cc: The Honorable Josh Newman, California State Senate
Members, Assembly Revenue and Taxation Committee
David Ruff, Chief Consultant, Assembly Revenue and Taxation Committee



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 11, 2024

SUBMITTED BY: Administration – Kyria Martinez
Board of Supervisors Office – Catherine Venturella

SUBJECT: APPOINTMENT TO THE KINGS COUNTY HOMELESSNESS
COLLABORATIVE

SUMMARY:

Overview:

When a vacancy occurs on any board, commission, or committee over which a legislative body has appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library before an appointment can be made. The legislative body shall not make a final appointment for at least ten working days after the posting of a vacancy notice. Pursuant to Board policy, the Administration Office makes no recommendations on advisory board appointments.

Recommendation:

Appoint one new member to the Kings County Homelessness Collaborative.

Fiscal Impact:

There is no fiscal impact associated with this appointment.

Advisory Board Statement:

The committee coordinator requests the appointment as outlined.

BACKGROUND:

There is one vacancy that exists on the Kings County Homelessness Collaborative. Appointments are for three years unless the position is filling an un-expired term. The term expiration of this representative expires on June 30, 2027.

Criteria for appointment: The Committee shall consist of 16 members and applicants must meet the criteria for which the vacancy exists.

(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

APPOINTMENT TO THE KINGS COUNTY HOMELESSNESS COLLABORATIVE

June 11, 2024

Page 2 of 2

The function of the committee is to assist the County in assessing the community's homeless population and services, including strengths and gaps in the current system (including rural and/or underserved areas), and helping to develop strategies to meet unmet needs. The committee also serves to recommend policies that improve the quality of life for homeless persons, make recommendations on strategies, goals, and funding resources to address homelessness within the county, encourage support for the development and implementation of effective homeless programs and services, and align current efforts and identify/prevent the creation of redundant services. Additional functions of the committee are to develop recommendations for participating agencies relevant to existing and proposed legislation on homelessness, assist in the production of written reports for presentation to the Board of Supervisors, present an annual report to the Board of Supervisors and with concurrence of the Board of Supervisors, advocate for increased action to improve the situation of homeless persons, and such other duties as assigned by the Board of Supervisors.

Applicants:

Patricia Matthews– Cities of Avenal /Corcoran/Lemoore

**KINGS COUNTY BOARD OF SUPERVISORS
COMMITTEE APPLICATION FOR APPOINTMENT**

I hereby express an interest in being nominated for membership on the following Board: Kings Couty Homeless Collaborative

Name: Patricia Matthews

Address: [REDACTED] Telephone: [REDACTED]

City/St/Zip: Lemoore Date of Birth: [REDACTED]

Email: [REDACTED]

Length of Residency in Kings County: 49 years

Supervisorial District: District 3

Occupation: City of Lemoore Mayor

Education: High School Diploma

Membership on other Boards/Commissions: Kings Waste & Recycling, SJVAPCD CAC, Cal Cities SSJV District Board

Affiliations: _____

Reason(s) for seeking appointment: To represent the city of Lemoore on the Board and help find ways to help alleviate homelessness in


Signature of applicant

Return completed form to: Kings County Board of Supervisors
Attn: Clerk of the Board
1400 W. Lacey Blvd.
Hanford, CA 93230

For inquiries on the application process: (559) 852-2362



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 11, 2024

SUBMITTED BY: Behavioral Health – Lisa Lewis/Brenda Tamayo Pagan

SUBJECT: MENTAL HEALTH SERVICES ACT ANNUAL UPDATE

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the Mental Health Services Act (MHSA) Fiscal Year (FY) 2024-2025 Annual Plan Update, which includes the 2023-2024 Prevention and Early Intervention and Innovation Reports, to be submitted to the Department of Health Care Services (DHCS) and the Mental Health Services Oversight and Accountability Commission (MHSOAC).

Recommendation:

- a. Approve the Mental Health Services Act Fiscal Year 2024-2025 Annual Update for submission to the Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission;
- b. Authorize the Kings County Behavioral Health Director and Kings County Director of Finance to sign the County Compliance Certification for the Mental Health Services Act Three-Year Integrated Program and Expenditure Plan.

Fiscal Impact:

There will be no additional impact to the County General Fund. DHCS disperses MHSA funds through the County’s annual Mental Health Plan Performance Contract. The MHSA Annual Update includes an MHSA Three-Year Program and Expenditure Plan (MHSA Plan) encompassing FYs 2023-24, 2024-25, and 2025-26 for an overall total of \$46,099,643. The planning process for this agreement is completed with support from Evalcorp, which handles the Community Planning Process (CPP), and was \$105,325, which is included in the overall \$46,099,643 MHSA Plan total. The Three-Year Program and Expenditure Plan includes \$14,109,006 of expenses for FY 2023-24 which were included in the

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MENTAL HEALTH SERVICES ACT ANNUAL UPDATE

June 11, 2024

Page 2 of 3

department's FY 2023-24 Adopted Budget, in Budget Unit 422200 (Mental Health Services Act). Anticipated expenses for FY 2024-25 in the amount of \$16,436,457 were included in the department's FY 2024-25 Requested Budget. Anticipated expenses for FY 2025-26 in the amount of \$15,554,180 will be included in subsequent requested County budgets.

BACKGROUND:

California voters approved Proposition 63, the MHSA, in November 2004. MHSA addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology, and training elements that effectively support the county behavioral health system. Welfare and Institutions Code Section §5847 requires counties that receive MHSA funding to prepare and submit an MHSA Plan and Annual Updates.

The MHSA Plan must include a community planning process (CPP) comprised of stakeholder participation, data aggregation and analysis, and a public comment period and hearing. The MHSA Plan is then presented at the Kings County Behavioral Health Advisory Board (BHAB) and must also go before the County Board of Supervisors for approval.

In December 2023, KCBH began the CPP to develop the required MHSA Plan Annual Update for FY 2024-2025. KCBH contracted with Evalcorp to facilitate the CPP activities. The CPP for the 2024-2025 MHSA Plan Annual Update included KCBH steering committee meetings related to planning process design, four community focus groups with a total of 38 participants, eight key stakeholder interviews, and the collection of 244 community surveys. The results of the CPP were aggregated and presented to the KCBH steering committee, the Kings Partnership for Prevention (KPPF) Mental Health Task Force, and the BHAB for review and discussion.

This MHSA Plan Annual Update for 2024-2025 outlines the continued use of programs, activities, and collaborations that support and promote the ability of KCBH to effectively and efficiently fulfill the intent of MHSA, which is to expand and transform California's behavioral health system to better serve individuals with, and at risk of, serious mental health issues, and their families.

Through the programs, activities, and collaborations continued through this plan, approximately 6,933 Kings County residents were served and will continue to be served. These services include but are not limited to: 305 older adults and caregivers receiving mental health supportive services through the Senior Access for Engagement (SAFE) program; local schools receiving mental illness prevention resources and training and 1,729 children participating in school-based mental illness prevention activities; 859 residents receiving telephonic support from a 24/7 Warmline call operator during difficult or lonely times; 309 children and adults in need of higher-level of care supports than traditional mental health treatment being able to receive that intensive mental health treatment and whole-person care support through the Full Service Partnership (FSP) and Assertive Community Treatment (ACT) teams; 106 individuals and families who are domestic violence survivors receiving supportive services in a safe and confidential residential environment; KCBH participating in over 63 outreach events throughout the county to promote services and reduce the stigma around mental illness and the treatment for mental illness; local community colleges and vocational programs receiving suicide prevention materials and resources through the Depression Reduction Achieving Wellness (DRAW) program, with 164 Transitional-Age Youth students participating in short-term counseling services; KCBH's connection

Agenda Item

MENTAL HEALTH SERVICES ACT ANNUAL UPDATE

June 11, 2024

Page 3 of 3

and assistance via the Local Outreach to Suicide Survivors (LOSS) program to eight families who experienced suicide loss; and 649 residents receiving telephonic support from the Central Valley Suicide Prevention Hotline.

In accordance with MHSA, KCBH initiated a 30-day public comment period from April 19, 2024, through May 19, 2024, and held the required public hearing at the BHAB on May 20, 2024. During the public comment period, KCBH did not receive any public comments nor were any received at the public hearing on May 20, 2024. The BHAB unanimously approved the MHSA Three-Year Plan for submission to the Board of Supervisors. The department is requesting authority for the KCBH Director and the Director of Finance to be granted signing authority for this item. This request is being made due to a requirement within the Welfare & Institutions Code 5847 (b)(8) & (9), which requires completion and signature of the MHSA County Compliance Certification by the KCBH Director and Director of Finance.

A copy of the 2024-2025 MHSA Plan Annual Update, with the 2023-2024 Prevention and Early Intervention and Innovation Evaluations, is on file with the Clerk of the Board and can also be reviewed on the KCBH website at www.kcbh.org or <https://www.countyofkings.com/departments/board-of-supervisors/calendar-agenda-and-action-summary>.

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 11, 2024

SUBMITTED BY: Elections Department – Lupe Villa

SUBJECT: HELP AMERICA VOTE ACT ENHANCE ELECTION TECHNOLOGY AND
ELECTION SECURITY IMPROVEMENTS

SUMMARY:

Overview:

Agreement 23G27116 provides Kings County with federal reimbursement funds (Help America Vote Act funds) administered by the U.S. Election Administration Commission (EAC) to comply with the requirements of the Help America Vote Act of 2002 (HAVA) Section 101 for the enhancement of election technology and to make election security improvements. Agreement 23G27116 provides Kings County with \$135,000 in federal reimbursable funds to assist with the enhancement of election technology and election security improvements.

Recommendation:

Approve an agreement with the California Secretary of State for Help America Vote Act federal funding to provide enhancements of election technology and election security improvements effective upon execution by the State through June 30, 2025.

Fiscal Impact:

Under the agreement, Kings County is eligible to receive up to \$135,000 in federal reimbursement funds. Agreement 23G27116 does not require a County match. HAVA revenue was included in the Fiscal Year 2024-25 Requested Budget in Budget Unit 155000 (Elections).

BACKGROUND:

On October 29, 2002, HAVA was signed into law. The legislation requires states and localities to meet uniform and non-discriminatory election technology and administration requirements applicable to federal elections.

(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

HELP AMERICA VOTE ACT (HAVA) ENHANCE ELECTION TECHNOLOGY AND ELECTION SECURITY IMPROVEMENTS

June 11, 2024

Page 2 of 2

The funding provided by this agreement is intended to assist the Kings County Elections Department in the enhancement of election technology and to make election security improvements.

Agreement 23G27116 will be used to address physical and technological deficiencies as they relate to election security. Some of the identified projects that may or could be addressed with funding provided via Agreement 23G27116, is the expansion of the department's access control system (fob system), installation of an alarm monitoring system, replacement of building doors, securing video surveillance, and performing a penetration test of election related networks and servers.

As part of Agreement 23G27116, the Kings County Elections Department is required to submit proper documentation as part of the reimbursement process. Agreement 23G27116 has a start date of February 1, 2024, or upon approval by the Department of General Services (whichever is later), and an end date of June 30, 2025.

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23G27116

PURCHASING AUTHORITY NUMBER (If Applicable)

SOS-0890

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Kings County

2. The term of this Agreement is:

START DATE

February 1, 2024 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$135,000.00; One Hundred Thirty-Five Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages	
Exhibit A	Scope of Work	5	
Exhibit B	Budget Detail and Payment Provisions	5	
Exhibit C*	General Terms and Conditions	GTC 04/2017	
+ -	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	4
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Resolution	
+ -	Exhibit G	HAVA Activity Report	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Kings County

CONTRACTOR BUSINESS ADDRESS

1400 W. Lacey Blvd. Bldg. #7

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Doug Verboon

TITLE

Chairman

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23G27116	PURCHASING AUTHORITY NUMBER (If Applicable) SOS-0890
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A **Scope of Work**

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Kings (County) with Help America Vote Act (HAVA) Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) "for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA" subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

B. PROJECT CONTACTS

- The program representatives during the term of Agreement will be:

County: Lupe Villa (559) 852-4401

SOS: Justin Hirai (916) 603-7903 or HAVAInvoices@sos.ca.gov.

C. APPROPRIATE USES OF HAVA FUNDS

HAVA funds received pursuant to this contract shall be used for reimbursement for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA for costs reasonably incurred for:

1. **Cybersecurity:** Activities related to the improvement and enhancement of county cybersecurity, which includes:
 - Penetration testing and any associated remediation
 - Red team exercises and any associated remediation or mitigation
 - End point detection
 - Multi-factor authentication for all devices including
 - Mobile Device Management
 - Mobile Threat Defense

- Segregating election information technology
- Enhancements for network security including
 - Network Threat Detection
 - Network Threat Protection
 - Network Access Control
- Identification of public facing vulnerabilities and configuration errors through cyber hygiene scans or other methods and any associated remediation
- Patching, patch management, and vulnerability management
- Anti-Malware protection
- Malicious domain blocking and reporting (MDBR)
 - Application Security
 - Application Whitelisting
- Distributed Denial of Service (DDoS) protection
- Third party software and/or hardware in support of improving the county's cybersecurity capabilities
- Software, hardware or consulting services and/or any associated information technology installation directly related to cybersecurity risks which may include
 - Application Development Security
 - Software Supply Chain Management
 - Identity Lifecycle Management
- Monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems which may include
 - Security Continuous Monitoring 24x7
 - Cloud Security Monitoring
 - Insider Threat Detection
 - Log Management
 - Threat Intelligence Platform
 - Application Security
 - Operational Technology Security
- Staff or consultant time associated with implementation of any of the above activities

2. **Physical Security:** Activities related to the improvement and enhancement of county physical security which includes:
- Staff time or consulting services to improve security practices and documentation, including drafting and documenting information security policies and procedures, emergency planning, and continuity of operations

- Crisis response kit
- First aid supplies
- Panic alarms
- Intrusion detection systems
- Restricted access controls
- Security cameras or other surveillance equipment
- Emergency generator
- Physically securing servers hosting county voter registration, election information systems, and voting technology
- Securing storage or offsite locations used for election equipment and supplies
- Additional services that improve security

3. Security and Privacy Awareness Training: Creating awareness and educating employees and other users of information systems on the information security risks associated with the activities related to their job roles, as well as their responsibilities in complying with an organization's security policies and procedures designed to reduce these risks. Training for staff that encompass essential knowledge and skills that help maintain the security and integrity of elections, including:

- User awareness training
- Phishing training
- Social engineering training
- Combatting mis/dis/mal information
- De-escalation and conflict resolution
- Emergency drills
- Tabletop exercises

4. Incident Response: Costs related to responding to an election security incident, including:

- Staff time or consulting services for incident response plan drafting and preparation
- Staff time or consulting services to identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents

Items presumed not to be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole

determiner if an expenditure is reimbursable.

1. Costs not directly related to election infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (handheld computers).
5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County certifies as part of the reimbursement claim that it has done all of the following:

1. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (<https://www.cisa.gov/news-events/news/cyber-hygiene-web-application-scanning>).
2. At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State or CISA.
3. Conducted privacy and security awareness training including cyber security best practices for all elections related staff.
4. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, as a condition of receiving reimbursement for the activities identified above, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

5. Deployed reliable antivirus software and kept it up to date.
6. Implemented a firewall and kept it up to date.
7. Deployed an intrusion detection system and kept it up to date.
8. Deployed the Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) Endpoint Detection Response program, or other equivalent end point protection and is kept up to date (<https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint-detection-and-response-edr>).

9. Adopted a .gov Top-Level Domain or are currently in the transition process (<https://get.gov/registration/>) for obtaining a .gov Top-Level Domain.

Invoices must include itemized list of costs prior to reimbursement.

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

Preferred Method in electronic format (PDF) via email to
AccountsPayable@sos.ca.gov.

Hard copies, though not required, may be sent to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

- C. Counties will be reimbursed as specified in Exhibit A 'Scope of Work', Section C, 'Appropriate Uses of HAVA Funds'.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for

purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 2023/2024, for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than \$135,000.00.

6. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions below related to the applicability of CFR-200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section C ('Appropriate Use of HAVA Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- B. Include the total amount of the claim;
- C. Include the agreement number on the face sheet;
- D. Identify whether additional claims are expected to be submitted;
- E. Include hourly charge of any county staff for which a claim is made for their time;
- F. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- G. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); or,

- H. Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes.
- I. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of 2CFR 225

2CFR – Part 225 (“Cost Principles for State, Local and Indian Tribal Governments”), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of 2 CFR - Part 225 may be found at https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf

10. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this agreement that occur after July 1, 2023, and on or before June 30, 2025.

11. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline For Submitting Claims

The deadline for submitting any claim under this program is June 30, 2025.

13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget, 2CFR - Part 225. The provisions of 2CFR – Part 225 and 2CFR 200 may be found at https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement_PDF_Rev_05.11.22.pdf

15. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

Exhibit C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>.

Exhibit D
SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

- c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Item A, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at

<https://osc.gov/Documents/Outreach%20and%20Training/Handouts/A%20Guide%20to%20the%20Hatch%20Act%20for%20Federal%20Employees.pdf>.

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually

performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at SAM.gov (formerly at www.epls.gov).

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

Exhibit E
ADDITIONAL PROVISIONS

A. Secretary Of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE
WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for

- or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
 5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
 6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
 7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
 8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
 9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

B. 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 contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.



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 11, 2024

SUBMITTED BY: Elections Department – Lupe Villa

SUBJECT: CERTIFIED STATEMENT OF VOTE FOR THE MAY 21, 2024,
CONGRESSIONAL DISTRICT 20, SPECIAL GENERAL ELECTION
RESULTS

SUMMARY:

Overview:

Pursuant to section 15372(a) of the California Elections Code, as the County Elections Official, the Registrar of Voters is prepared to present and submit to the Governing Board the “Certified Statement of Vote” for the Congressional District 20, Special General Election that was held on Tuesday, May 21, 2024, in the County.

Recommendation:

Accept the Certified Statement of Vote, as submitted by the Registrar of Voters, for the May 21, 2024 Congressional District 20 Special General Election.

Fiscal Impact:

There is no fiscal impact associated with this action.

BACKGROUND:

On Tuesday, May 21, 2024, the Elections Department conducted the Congressional District 20 Special General Election. Pursuant to section 15372 of the California Elections Code, the Registrar of Voters is required to prepare and submit a certified statement of the results of the election to the governing body within 30 days of the election. Additionally, the Registrar of Voters is required to post the certified statement of results on the County Elections website and maintain such a record for a period of at least ten years following the election. Pursuant to section 15373 of the California Elections Code, the results of the vote shall be shown by precinct.

(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

CERTIFIED STATEMENT OF VOTE FOR THE MAY 21, 2024, CONGRESSIONAL DISTRICT 20, SPECIAL GENERAL ELECTION RESULTS

June 11, 2024

Page 2 of 2

Pursuant to section 15374 of the California Elections Code, the statement of results should include the following:

1. Total number of ballots cast.
2. The number of votes cast at each precinct for each candidate, and for and against each measure.
3. The total number of votes cast for each candidate, and for and against each measure.
4. The statement of the result should also show the number of votes cast in each City, Assembly, Congressional, Senatorial, State Board of Equalization, and Supervisorial District located in whole or in part in the County.

The Elections Department counted and processed 4824 ballots during the May 21, 2024, Congressional District 20 Special General Election. The total of all ballots counted and processed included all vote-by-mail, in-person votes, conditional, provisional, uniformed and overseas citizens absentee voting act votes, and remote access vote-by-mail ballots.

During the May 21, 2024, Congressional District 20 Special General Election, there were 30,030 registered voters in the County, resulting in a 16.2% turnout.

Attached is the Certified Statement of Vote for the May 21, 2024, Congressional District 20 Special General Election results.



**STATEMENT OF VOTE
CONGRESSIONAL DISTRICT 20
SPECIAL GENERAL ELECTION**

MAY 21, 2024

**Lupe Villa
Registrar of Voters**

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE MAY 21, 2024,
CONGRESSIONAL DISTRICT 20 SPECIAL
GENERAL ELECTION**

STATE OF CALIFORNIA

COUNTY OF Kings



SS.

I, Lupe Villa, County Clerk/Registrar of Voters of County
of Kings, do hereby certify that, in pursuance of the provisions of Elections Code
section 15300, et seq., I did canvass the results of the votes cast in the Special General Election held
in said County on May 21, 2024, for measures and contests that were submitted to the vote of the
voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 5th day of June, 2024, at the
County of Kings



County Clerk/Registrar of Voters
County of Kings
State of California



Voting Technology Incident Reporting Form

Use the following form to report any voting technology incident that occurred during use. Voting technology incidents include, but are not limited to, issues such as paper jams, printing errors, or any defect, fault or failure pursuant to Election Code sections 19215 and 19290, and California Code of Regulations section 20161.

A. Election Official:

No Incidents to Report

Jurisdiction

County Contact Name

County Contact Title

County Contact Phone Number

County Contact Email

Reported to Vendor

Yes

No

B. Product Description:

Vendor Name

Type of Voting Technology

Ballot Marking Device

Ballot on Demand

Central Scanner/Tabulator

Precinct Tabulator

RAVBM

ePollbook

Other

System Model

Hardware & Software Versions

Unit Serial Numbers

C. Description of Incident(s):

Date of Occurrence

Voting Location

Election Name

Description of Each Incident. Attach Additional Sheets if Necessary.



Remote Accessible Vote by Mail (RAVBM) Reporting Form

Email Form

For any election that a California jurisdiction uses a remote accessible vote by mail system, the jurisdiction shall provide a report to the Secretary of State, within 30 calendar days of certifying the election results, listing the number of voters that used the system and all technical issues reported (if any), along with any mitigations.

A. Election Official:

Jurisdiction

County Contact Name

County Contact Title

County Contact Phone Number

County Contact Email

B. Product Description:

RAVBM URL or Online Address

Type of RAVBM

Democracy Live Dominion LA County VSAP ISB

RAVBM Technical Assistance Telephone Number

Number of Voters that Registered to use RAVBM

Number of Voters that Voted using the RAVBM

Number of UOCAVA Voters that registered to use RAVBM

Number of UOCAVA Voters that voted using the RAVBM

C. Description of RAVBM Usage:

Election Name

Dates RAVBM was Available

Description of Technical Issues and Mitigations if Any. Attach Additional Sheets if Necessary.

REPORT OF 1% MANUAL TALLY

[Elections Code section 15360]

County: _____

Election: _____

Manual tally method used: ___ One Part [section 15360(a)(1)]

___ Two Part [section 15360(a)(2)]

Date and time notice provided (attach copy of the notice):

--

Internet website where additional information about the manual tally is posted, if applicable:

--

Date and time the manual tally commenced, beginning with the random selection of precincts and batches (must be after the close of the polls on Election Day):

--

Date and time the manual tally finished:

--

Estimated number of members of the public who observed the process:

--

Total number of ballots counted in this election (official canvass numbers):

Polling place / vote center ballots (including provisionals)	
Vote-by-mail ballots	

Total number of ballots manually tallied:

Polling place / vote center ballots (including provisionals)	
Vote-by-mail ballots	

Precincts in the county for this election (attach list describing all precincts with the number of ballots in each, indicating whether ballots are polling place / vote center, vote-by-mail, or provisional):

Total number of precincts in the election	8
Total number of precincts selected for the manual tally	N/A

Batches of vote-by-mail or provisional ballots (attach list describing each batch with the number of ballots in each, indicating whether ballots are polling place / vote center, vote-by-mail, or provisional):

Total number of batches in the election	39
Total number of batches selected for the manual tally	2

Method used to choose precincts and batch of ballots to manually tally (include description of random selection method):

All batches were listed in an Excel spreadsheet and assigned a number consecutively starting with "1". The total number of batches canvassed in the semifinal official canvass was 35 VBM batches and 2 in-person voter batches. Using the Excel formula: =RANDBETWEEN(1,35), 1 batch was selected from the VBM batches for the 1% Manual Tally. Using the Excel formula: =RANDBETWEEN(1,2), 1 batch was selected from the in-person voting batches for the 1% Manual Tally.

attach additional pages if necessary

Description of any discrepancies noted (include details about each discrepancy and how each was resolved; also include anything unusual observed during the manual tally process or anything that may improve the manual tally process):

No discrepancies.

attach additional pages if necessary

This report is submitted pursuant to Elections Code section 15360(f).

Submitted on this date: June 5, 2024 by:

Elections Official Name: Emily Oliveira Signature: 

EMAIL Form

County of Kings
May 21, 2024, Congressional District 20 Special General Election
Election Results
Final Report

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	Vote Center	99	30,030	0.33%
	Mail Voting	4,773		15.89%
	Total	4,872		16.22%

Precincts Reported: 0 of 8 (0.00%)

Voters Cast: 4,872 of 30,030 (16.22%)

United States Representative 20th District (Partial/Unexpired Term) (Vote for 1)

Precincts Reported: 0 of 8 (0.00%)

	Total	
Times Cast	4,872 / 30,030	16.22%
Undervotes	45	
Overvotes	3	

Candidate	Party	Total	
MIKE BOUDREAU	REP	2,412	49.51%
VINCE FONG	REP	2,412	49.51%
Total Votes		4,824	

	Total	
Unresolved Write-In	0	

1 United States Representative 20th District (Partial/Unexpired Term)								
		Registered Voters	Voters Cast	Turnout (%)	REP - MIKE BOUDREAU	REP - VINCE FONG	Over Votes	Under Votes
1101	Vote Center	1236	3	0.24 %	2	1		
1101	Mail Voting	1236	134	10.84 %	58	72		4
1101	Total	1236	137	11.08 %	60	73		4
1102	Vote Center	8536	48	0.56 %	19	28		1
1102	Mail Voting	8536	1035	12.13 %	476	549		10
1102	Total	8536	1083	12.69 %	495	577		11
1301	Vote Center	2684	4	0.15 %	4			
1301	Mail Voting	2684	644	23.99 %	314	328		2
1301	Total	2684	648	24.14 %	318	328		2
1302	Vote Center	6789	15	0.22 %	8	6		1
1302	Mail Voting	6789	962	14.17 %	531	424	3	4
1302	Total	6789	977	14.39 %	539	430	3	5
1303	Vote Center	4233	14	0.33 %	5	9		
1303	Mail Voting	4233	493	11.65 %	208	279		6
1303	Total	4233	507	11.98 %	213	288		6
1401	Vote Center	202	2	0.99 %		2		
1401	Mail Voting	202	67	33.17 %	30	37		
1401	Total	202	69	34.16 %	30	39		
1501	Vote Center	1258	0	0.00 %				
1501	Mail Voting	1258	316	25.12 %	184	132		
1501	Total	1258	316	25.12 %	184	132		
1502	Vote Center	5092	13	0.26 %	7	5		1
1502	Mail Voting	5092	1122	22.03 %	566	540		16
1502	Total	5092	1135	22.29 %	573	545		17
Electionwide	Vote Center	30030	99	0.33 %	45	51		3
Electionwide	Mail Voting	30030	4773	15.89 %	2367	2361	3	42
Electionwide	Total	30030	4872	16.22 %	2412	2412	3	45
US Congressional 20	Total	30030	4872	16.22 %	2412	2412	3	45
16th Senatorial	Total	30030	4872	16.22 %	2412	2412	3	45
33rd Assembly	Total	30030	4872	16.22 %	2412	2412	3	45
State Brd of Equalization 1	Total	30030	4872	16.22 %	2412	2412	3	45
County of Kings	Total	30030	4872	16.22 %	2412	2412	3	45
County Supervisorial 1	Total	9772	1220	12.48 %	555	650		15
County Supervisorial 3	Total	13706	2132	15.56 %	1070	1046	3	13
County Supervisorial 4	Total	202	69	34.16 %	30	39		
County Supervisorial 5	Total	6350	1451	22.85 %	757	677		17
City of Hanford	Total	11881	2112	17.78 %	1112	975	3	22
City of Lemoore	Total	12769	1590	12.45 %	708	865		17
Unincorporated	Total	5380	1170	21.75 %	592	572		6

Total - Vote Center		30030	99	0.33 %	45	51		3
Total - Mail Voting		30030	4773	15.89 %	2367	2361	3	42
Contest Total		30030	4872	16.22 %	2412	2412	3	45



VOTE

KINGS COUNTY

YOUR VOICE. YOUR VOTE.

VOTEKINGSCOUNTY.COM



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 11, 2024

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Christopher Narez
District Attorney’s Office – Sarah Hacker

SUBJECT: ELDER AND DEPENDENT ADULT ABUSE AWARENESS MONTH
PROCLAMATION

SUMMARY:

Since 2006, the International Network for the Prevention of Elder Abuse has declared the month of June a time when everyone in the nation, state, and local communities should acknowledge society’s responsibility to care for the elderly population. Adopting a resolution proclaiming June 2024, as Elder and Dependent Adult Abuse Awareness Month in Kings County provides an opportunity for the Board to bring awareness to the social issue of elder and dependent adult abuse.

Recommendation:

Adopt a resolution to proclaim June 2024 as Elder and Dependent Adult Abuse Awareness Month.

Fiscal Impact:

There is no impact to the County General Fund associated with this action. The proposed budget for the planned activities in support of Elder and Dependent Adult Awareness Month is \$1,000. The revenue source for these activities comes from the Human Services Agency’s (HSA) American Rescue Plan Act (ARPA) Enhancement for Adult Protective Services (APS) allocation. Sufficient appropriations and revenue are included in HSA’s Fiscal Year 2023-24 Adopted Budget within Budget Unit 51000.

BACKGROUND:

World Elder Abuse Awareness Day was first commemorated on June 15, 2006, by the International Network for the Prevention of Elder Abuse, to recognize the significance of elder abuse as a public health and human

(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

ELDER AND DEPENDENT ADULT ABUSE AWARENESS MONTH PROCLAMATION

June 11, 2024

Page 2 of 2

rights issue. In December 2011, the United Nations General Assembly officially recognized World Elder Abuse Awareness Day. Elder and dependent adult abuse continues to be widespread with studies indicating that one in ten older Americans experience a form of abuse or neglect every year. Studies suggest that as many as one in six cases of abuse or neglect occur in the community and 60% of abusers are family members.

Elder and dependent adult abuse continues to be underreported with as few as one in 14 suspected cases reported to authorities. The community can play a vital role in preventing and protecting elders and dependent adults from abuse by understanding, identifying, and reporting suspected abuse on behalf of the individual.

Elder and dependent adult abuse takes many forms with some indicators being subtle and difficult to recognize.

Subtle indicators that suggest an individual is experiencing abuse may include:

- Lack of adequate food or water suggesting dehydration, malnutrition, or recent weight loss
- Development of bed sores or other preventable conditions
- Dirty clothing, unkempt appearance, and changes in personal hygiene
- Isolation from friends and family
- Changes in mood, posture, demeanor, or behavior
- Bruises, black eyes, broken bones, chaffing, or other evidence of being restrained
- Bloody, ripped, or stained clothing and/or bedding
- Recent changes in banking or spending patterns

In recognition of the continued widespread problem of elder and dependent adult abuse, the subtlety of some of the indicators, and continued under-reporting, HSA APS, Kings County Commission on Aging (KCCOA), and the District Attorney's Victim Witness Assistance Program continue to partner to actively promote and educate the community about abuse and intervention services.

The County must reaffirm its commitment to justice, prosecution, and the ongoing development of sturdy supports necessary to maintain, benefit, and protect society's elderly and dependent adult population. HSA, District Attorney's Office and KCCOA are partnering to sponsor the following events this month to raise awareness for the local community:

1. Pinwheel Gardens
2. Educational community posters
3. Free Pancake Breakfast held June 14, 2024, with live entertainment, raffle, and education

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

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

IN THE MATTER OF PROCLAIMING
THE MONTH OF JUNE 2024 AS ELDER
AND DEPENDENT ADULT ABUSE
AWARENESS MONTH _____ /

RESOLUTION NO. _____

WHEREAS, the Kings County Board of Supervisors desires to bring to the attention of all citizens in Kings County the importance of protecting the safety of elder and dependent adults, believing they deserve to be treated with respect and dignity, retaining the ability to serve as leaders, mentors, volunteers, and vital participating members of our communities;

WHEREAS, ageism, social isolation, and mental impairment are major causes of elder and dependent adult abuse in the United States, and reports of elder abuse are received daily throughout the nation with one in ten older Americans experiencing elder abuse, neglect, or exploitation each year;

WHEREAS, in 2006, the International Network for the Prevention of Elder Abuse proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue;

WHEREAS, June 15, 2024 marks the 18th Annual World Elder Abuse Awareness Day, the recognition of which will promote a better understanding of the abuse and neglect of older adults;

WHEREAS, the Kings County Adult Protective Services program works with the Kings County Commission on Aging in providing community education concerning elder and dependent adult abuse, including education regarding the subtle indicators of abuse, such as bruises or pressure marks, unexplained withdrawal from normal activities, a change in alertness, unusual depression, sudden changes in financial situations, strained or tense relationships, or frequent arguments;

WHEREAS, recognizing and reporting these signs is the first step toward the prevention of elder and dependent adult abuse;

WHEREAS, the County, through its Adult Protective Services program and its District Attorney's Office, is dedicated to preventing, investigating, and prosecuting incidences of elder and dependent adult abuse in Kings County and the Kings County Board of Supervisors acknowledges the importance of community-wide support to achieve this important goal;

WHEREAS, Community participation and awareness is instrumental to ensuring that proper social structures exist so people can retain societal connections to reduce the likelihood of abuse, and ensure that elder and dependent adults have the right to live safely in the least restrictive environment, whether in their homes or health care facilities, and to enjoy an optimum quality of life while being protected from all forms of injustice; and

WHEREAS, throughout the month of June 2024, the Kings County Human Services Agency will be collaborating with the Kings County Commission on Aging and the Office of the District Attorney, to sponsor and host various events throughout the County, with the mission of educating the people of Kings County on the recognition, prevention, and reporting of elder and dependent adult abuse.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors proclaims the month of June 2024, as Kings County Elder and Dependent Adult Abuse Awareness Month.

2. The official resolution is to be presented to the Kings County Human Services Agency on June 11, 2024.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held June 11, 2024, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 11th day of June 2024

Catherine Venturella,
Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 11, 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 11, 2024

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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.



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 11, 2024

SUBMITTED BY: Community Development Agency – Chuck Kinney/Victor Hernandez
SUBJECT: PUBLIC HEARING FOR ALCOHOL BEVERAGE CONTROL LICENSES FOR THE OFF-SITE SALES OF BEER AND WINE AT 24825 AND 24904 JACKSON RANCH ROAD, KETTLEMAN CITY, CA

SUMMARY:

Overview:

Water Tower Services, LLC has applied for two alcohol beverage control licenses for the off-site sales of beer and wine at two locations. The first location is located at 24824 Jackson Ranch Road in Kettleman City, which will be a Shell convenience store. The second location is located at 24904 Jackson Ranch Road in Kettleman City, which will be a Chevron convenience store. Prior to the California Department of Alcohol Beverage Control issuing the licenses, the Board must first hold a public hearing and consider making a Determination of Public Convenience or Necessity.

Recommendation:

- a. Conduct a public hearing to consider authorizing Alcohol Beverage Control licenses for two convenience stores at 24824 and 24904 Jackson Ranch Road, Kettleman City, CA;
- b. Consider making a Determination of Public Convenience or Necessity;
- c. Authorize the Kings County Community Development Agency Director to sign the associated Alcohol Beverage Control forms.

Fiscal Impact:

There is no impact to the General Fund. If authorized, additional tax revenue would be generated through the sale of beer and wine.

BACKGROUND:

On November 21, 2023, the Kings County Community Development Agency (CDA) received a formal request

(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

PUBLIC HEARING FOR ALCOHOL BEVERAGE CONTROL LICENSES FOR THE OFF-SITE SALES OF BEER AND WINE AT 24825 AND 24904 JACKSON RANCH ROAD, KETTLEMAN CITY CA

June 11, 2024

Page 2 of 2

from Water Tower Services, LLC for a “Determination of Public Convenience or Necessity” for two type 20 off-site sales of beer and wine alcohol and beverage control licenses. The licenses would be for two convenience stores located at 24824 and 24904 Jackson Ranch Road, Kettleman City. The California Department of Alcohol and Beverage Control requires this determination from the local jurisdiction due to the number of off-site licenses that have already been permitted within Kings County.

Section 1105 of the *Kings County Development Code*, states that State law generally requires a jurisdiction to make a “Determination of Public Convenience or Necessity” before the Department of Alcohol Beverage Control will issue a license to sell alcohol on a site. The section requires that upon submittal of a request of a “Determination of Public Convenience or Necessity” to the Zoning Administrator that the Zoning Administrator shall coordinate a review of the request by appropriate County agencies. Upon completion of a review by the appropriate County agencies, the request is then forwarded to the Board of Supervisors for a public hearing and a final determination of public convenience or necessity. On April 11, 2024, CDA sent a consultation notice and request for comments to the Kings County Assessor’s Office, Environmental Health Department, Behavioral Health Department, and the Sheriff’s office. To date no comments have been received. A separate public hearing notice will be published in the Hanford Sentinel on Friday, May 31st for the June 11th meeting.



KINGS COUNTY COMMUNITY DEVELOPMENT AGENCY

Chuck Kinney, Director

PLANNING DIVISION

Alex Hernandez, Deputy Director - Planning

Web Site: <http://www.countyofkings.com/departments/community-development-agency>

PROJECT REVIEW - CONSULTATION NOTICE

Date: 4/11/2024
To: Interested Agencies (see next page)
From: Victor Hernandez, Project Planner [📞 (559) 852-2685 or M Victor.Hernandez@co.kings.ca.us]
Subject Case: [Request for a Determination of Public Convenience / Necessity \(Jackson Ranch- Parcels 7 & 8\)](#)

The Kings County Community Development Agency has received a request for a Determination of Public Convenience or Necessity for two (2) Type 20 Licenses for the off-site sale of beer and wine at two (2) convenience markets w/gasoline (Shell & Chevron). The two (2) convenience markets w/gasoline will be located at 24904 Jackson Ranch Road & 24824 Jackson Ranch Road, Kettleman City, CA 93239, Assessor's Parcel Numbers 048-400-007 & 048-400-008. A copy of the application package is attached for your information.

Please review this project and provide any comments and/or recommendations that you feel are appropriate, including any scientific or factual information that would be useful in our evaluation. Our office appreciates your time and assistance with this project review. Please direct all correspondence to the Project Planner and the Subject Case referenced above for this project. **All comments from Regulatory Agencies must be received by 4/25/2024, in order to be considered during the review process.** The following information checked below is also applicable for your consideration regarding this project:

- (a) Please indicate in your response whether this department should prepare a Negative Declaration or Environmental Impact Report (EIR). In the event that an EIR is prepared, I will be in further contact with you as to the scope and content of the environmental information pertinent to your agency's statutory responsibilities.

Please note that Public Resources Code Section 21080.(c) requires substantial evidence in the record to show a significant effect on the environment. Any recommendation for preparation of an EIR requires submittal of such evidence with your comments. If there is no such evidence, a Negative Declaration may be prepared.

Recommendations or suggestions for changes or mitigation measures requested by agencies having jurisdiction by law over natural resources affected by the project must be accompanied by a proposed reporting or monitoring program for those changes or measures in accordance with Public Resources Code Section 21081.6.

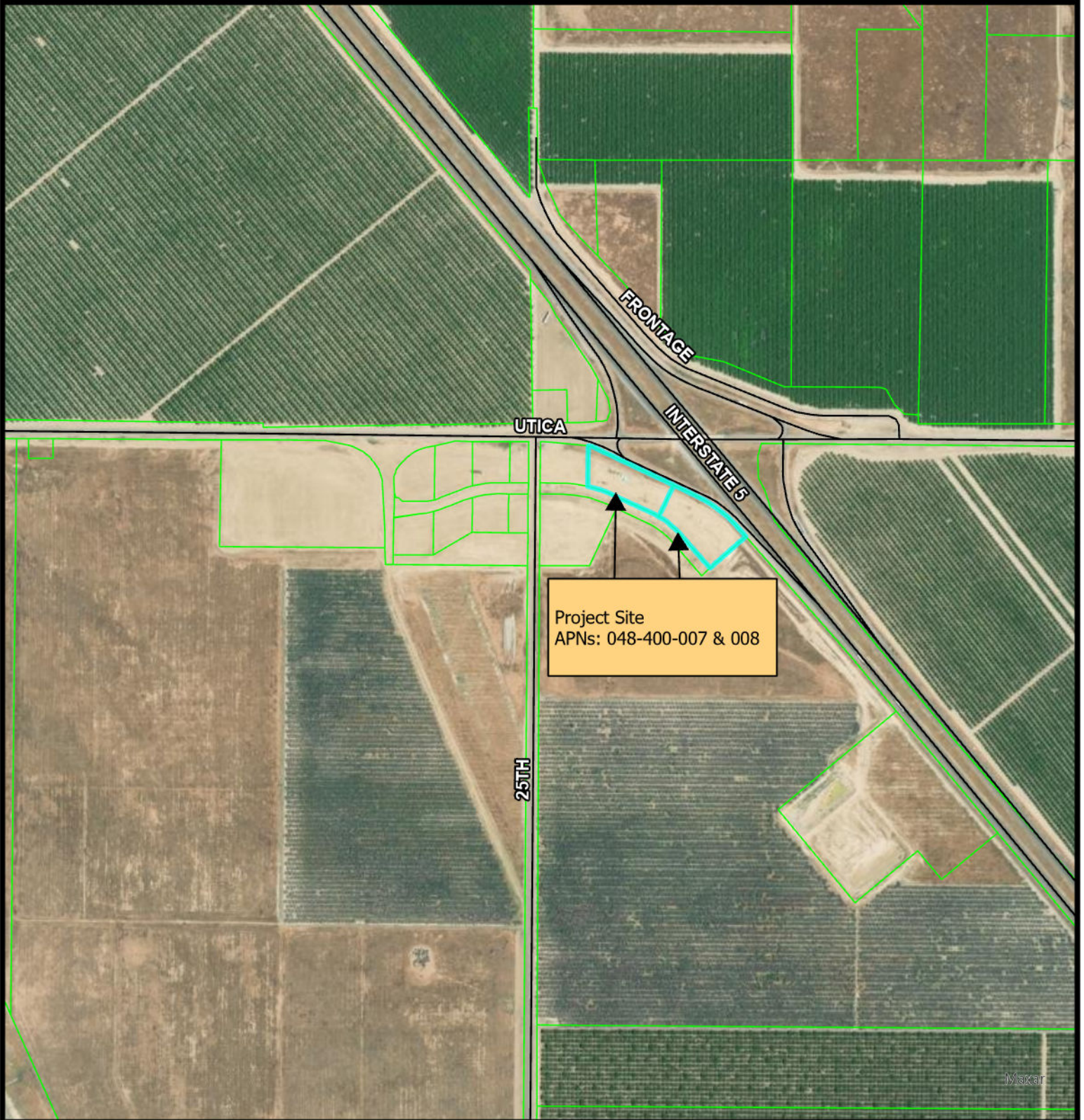
- (b) The Kings County Community Development Agency has determined that this project is Categorically Exempt from environmental review pursuant to Section _____ of the *Guidelines for Environmental Quality Act (CEQA Guidelines)* and therefore, the preparation of an environmental document is not necessary. However, if your organization has substantial evidence that would indicate to the contrary, please explain.
- (c) The Kings County Community Development Agency has determined that this project is a Ministerial project, and is exempt from an environmental review pursuant to Section 15268 of the *California Environmental Quality Act (CEQA)*, implemented through Kings County Board of Supervisors *Resolution No. 16-001*, adopted January 5, 2016.
- (d) Notice of a public hearing for this project will be mailed at least ten (10) days prior to the hearing. If your agency will be significantly affected by this project with respect to your ability to provide essential facilities and/or services, and your wish to receive notice of the public hearing, please state this in your response.

CONSULTING AGENCY LIST

Kings County Agencies	
<input type="checkbox"/>	Ag Commissioner (ERC)
<input checked="" type="checkbox"/>	Assessor
<input type="checkbox"/>	Association of Governments (KCAG)
<input type="checkbox"/>	Building Division of the Kings County Community Development Agency
<input checked="" type="checkbox"/>	Environmental Health (ERC)
<input type="checkbox"/>	Fire Department
<input type="checkbox"/>	Human Services
<input type="checkbox"/>	Public Works (ERC)
<input checked="" type="checkbox"/>	Sheriff's Department
<input type="checkbox"/>	Animal Control
<input type="checkbox"/>	Code Compliance
<input type="checkbox"/>	Kings Area Rural Transit
<input checked="" type="checkbox"/>	Kings County Behavioral Health Services
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
Local Agencies	
<input type="checkbox"/>	Irrigation District
<input type="checkbox"/>	Public Utility District
<input type="checkbox"/>	Community Services District
<input type="checkbox"/>	Elementary School District
<input type="checkbox"/>	High School District
<input type="checkbox"/>	City of Choose an item.
<input type="checkbox"/>	County of
<input type="checkbox"/>	Kings Mosquito Abatement District (ERC)
<input type="checkbox"/>	San Joaquin Valley Air Pollution Control District
<input type="checkbox"/>	Municipal Airport
<input type="checkbox"/>	Kings County Economic Development Corporation
<input type="checkbox"/>	Farm Bureau (Every solar project)
<input type="checkbox"/>	Post Office
<input type="checkbox"/>	Police Department
<input type="checkbox"/>	Kings County Museum Advisory Committee
<input type="checkbox"/>	Central Valley Flood Protection Board
<input type="checkbox"/>	Santa Rosa Rancheria Tachi Yokut Tribe
<input type="checkbox"/>	Mid-Kings River GSA
Federal Agencies	
<input type="checkbox"/>	Army Corps of Engineers
<input type="checkbox"/>	U.S. Fish & Wildlife Service
<input type="checkbox"/>	Bureau of Land Management
<input type="checkbox"/>	Natural Resources Conservation District
<input type="checkbox"/>	Forest Service
<input type="checkbox"/>	National Park Service
<input type="checkbox"/>	Lemoore Naval Air Station
<input type="checkbox"/>	Federal Emergency Management Agency
<input type="checkbox"/>	Federal Aviation Administration
<input type="checkbox"/>	Federal Communications Commission
<input type="checkbox"/>	

State Agencies	
<input type="checkbox"/>	Department of Fish & Wildlife 4
<input type="checkbox"/>	Alcoholic Beverage Control
<input type="checkbox"/>	Housing & Community Development
<input type="checkbox"/>	Reclamation Board
<input type="checkbox"/>	Regional Water Quality Control Board District 5
<input type="checkbox"/>	Caltrans District 6
<input type="checkbox"/>	Department of Water Resources
<input type="checkbox"/>	Water Resources Control Board
<input type="checkbox"/>	Public Utilities Commission
<input type="checkbox"/>	Department of Conservation
<input type="checkbox"/>	State Clearinghouse
<input type="checkbox"/>	Office of Historic Preservation
<input type="checkbox"/>	Department of Food & Agriculture
<input type="checkbox"/>	, CDFW Area Biologist
<input type="checkbox"/>	State Department of Health
<input type="checkbox"/>	State Lands Commission
<input type="checkbox"/>	Department of Conservation Office of Mine Reclamation
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
Other Agencies	
<input type="checkbox"/>	U.C. Cooperative Extension (ERC)
<input type="checkbox"/>	Audubon Society/Condor Research
<input type="checkbox"/>	Native American Heritage Commission
<input type="checkbox"/>	Pacific Bell
<input type="checkbox"/>	P.G. & E.
<input type="checkbox"/>	So. Cal Edison
<input type="checkbox"/>	So. Cal Gas
<input type="checkbox"/>	California Resources Corporation
<input type="checkbox"/>	
<input type="checkbox"/>	

Site Location for Determination of Public Convenience / Necessity (Jackson Ranch- Parcels 7 & 8)



Map prepared by

Victor Hernandez
April 11, 2024
Kings County Community Development Agency

1400 W Lacey Blvd, Hanford, CA 93230 (559)852-2670

LEGEND



Project Site

0 0.05 0.1 0.2 0.3 0.4
Miles



INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

- Instructions
- This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
 - Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
 - Part 2 is to be completed by the applicant, and returned to ABC.
 - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

MOBILITY SERVICES LLC

2. PREMISES ADDRESS (Street number and name, city, zip code)

UTICA AVE & 25TH AVE, #A, SEC, KETTLEMAN CITY CA 93239

24824 Jackson Ranch Rd.

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge | <input type="checkbox"/> Private Club |
| <input type="checkbox"/> Deli or Specialty Restaurant | <input type="checkbox"/> Comedy Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterans Club |
| <input type="checkbox"/> Cafe/Coffee Shop | <input type="checkbox"/> Brew Pub | <input type="checkbox"/> Tavern: Beer | <input type="checkbox"/> Fraternal Club |
| <input type="checkbox"/> Bed & Breakfast: | <input type="checkbox"/> Theater | <input type="checkbox"/> Tavern: Beer & Wine | <input type="checkbox"/> Wine Tasting Room |
| <input type="checkbox"/> Wine only | <input type="checkbox"/> All | | |

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Supermarket | <input type="checkbox"/> Membership Store | <input type="checkbox"/> Service Station | <input type="checkbox"/> Swap Meet/Flea Market |
| <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Department Store | <input type="checkbox"/> Convenience Market | <input type="checkbox"/> Drive-in Dairy |
| <input type="checkbox"/> Drug/Variety Store | <input type="checkbox"/> Florist/Gift Shop | <input checked="" type="checkbox"/> Convenience Market w/Gasoline | |
| <input type="checkbox"/> Other - describe: | | | |

5. COUNTY POPULATION

152543

6. TOTAL NUMBER OF LICENSES IN COUNTY

N/A

On-Sale Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

1147

On-Sale Off-Sale

8. CENSUS TRACT NUMBER

16.01

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

3

On-Sale Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

11

On-Sale Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- Yes, the number of existing licenses exceeds the number allowed
- No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- Yes (Go to Item #13) No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER

N/A

14. TOTAL NUMBER OF REPORTING DISTRICTS

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

16. AVERAGE NO. OF OFFENSES PER DISTRICT

N/A

17. 120% OF AVERAGE NUMBER OF OFFENSES

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

- Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

- a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, an on-sale general (public premises) license, or an on-sale general music venue license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

KINGS COUNTY PLANNING

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

SK

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do *not* proceed to Part 3.

See Attached Letter

22. APPLICANT SIGNATURE

Harmut S Thoma

23. DATE SIGNED

11/18/2023

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

Yes

No

See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

Mobility Services LLC
DBA: Preme Harvest Market
24824 Jackson Ranch Road
Kettleman City, CA 93239

Bo Thiara

November 21, 2023

Victor Hernandez, County Planner
Kings County Community Development Agency
1400 W. Lacey Blvd., Bldg 6
Hanford, CA 93230

Re: Public Convenience or Necessity
24824 Jackson Ranch Road
Kettleman City, CA 93239
Bldg Permit #: 2212-056

Dear Mr. Hernandez:

Mobility Services LLC respectfully requests that the Kings County Community Development Agency issue a Determination of Public Convenience or Necessity for the sale of beer and wine alcoholic beverages for off-site consumption located at the above-mentioned address. Mobility Services LLC will be operating the Shell Gas Station and Food Market as part of the retail element of the Jackson Ranch Specific Plan.

Jackson Ranch is located at the Utica Avenue and Interstate 5 off ramp and consists of approximately 415 acres halfway between San Francisco and Los Angeles. The site is approximately seventy miles northwest of the City of Bakersfield, and seventy miles southwest of the City of Fresno, within an unincorporated area of Kings County, California. The Specific Plan aims to establish a high-quality refreshing and rejuvenating stop for motorists driving between Los Angeles and San Francisco, creating a convenient stop along Interstate 5 where provisions for fuel, food or other travel-related services will be provided.

The sale of beer and wine alcoholic beverages is incidental to the products and services offered by this store, but is a vital aspect of this use, which will serve the public convenience or necessity through its offering of a variety of products to travelers. The proposed store will be compatible with the Jackson Ranch Specific Plan and the pattern of commercial uses in the immediate vicinity.

Thank you for your consideration.

Kind Regards,



Bo Thiara
Managing Member

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
- Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

Water Tower Services LLC

2. PREMISES ADDRESS (Street number and name, city, zip code)

Utica Ave & 25th Ave, #B, SEC, Kettleman City, CA 93239

24904 Jackson Ranch Rd.

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge | <input type="checkbox"/> Private Club |
| <input type="checkbox"/> Deli or Specialty Restaurant | <input type="checkbox"/> Comedy Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterans Club |
| <input type="checkbox"/> Cafe/Coffee Shop | <input type="checkbox"/> Brew Pub | <input type="checkbox"/> Tavern: Beer | <input type="checkbox"/> Fraternal Club |
| <input type="checkbox"/> Bed & Breakfast: | <input type="checkbox"/> Theater | <input type="checkbox"/> Tavern: Beer & Wine | <input type="checkbox"/> Wine Tasting Room |
| <input type="checkbox"/> Wine only | <input type="checkbox"/> All | | |

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Supermarket | <input type="checkbox"/> Membership Store | <input type="checkbox"/> Service Station | <input type="checkbox"/> Swap Meet/Flea Market |
| <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Department Store | <input type="checkbox"/> Convenience Market | <input type="checkbox"/> Drive-in Dairy |
| <input type="checkbox"/> Drug/Variety Store | <input type="checkbox"/> Florist/Gift Shop | <input checked="" type="checkbox"/> Convenience Market w/Gasoline | |
| <input type="checkbox"/> Other - describe: | | | |

5. COUNTY POPULATION

15243

6. TOTAL NUMBER OF LICENSES IN COUNTY

N/A

On-Sale Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

1147

On-Sale Off-Sale

8. CENSUS TRACT NUMBER

16.01

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

3

On-Sale Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

11

On-Sale Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- Yes, the number of existing licenses exceeds the number allowed
- No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- Yes (Go to Item #13) No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER

14. TOTAL NUMBER OF REPORTING DISTRICTS

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

16. AVERAGE NO. OF OFFENSES PER DISTRICT

17. 120% OF AVERAGE NUMBER OF OFFENSES

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

- Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

- a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name: Kings County Planning

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

JS

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do *not* proceed to Part 3.

See Attached Letter

22. APPLICANT SIGNATURE

Harmut S Thoma

23. DATE SIGNED

11/18/2023

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

Yes

No

See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

Water Tower Services LLC
DBA: Extra Mile Food Store
24904 Jackson Ranch Road
Kettleman City, CA 93239

Bo Thiara

November 21, 2023

Victor Hernandez, County Planner
Kings County Community Development Agency
1400 W. Lacey Blvd., Bldg 6
Hanford, CA 93230

Re: Public Convenience or Necessity
24904 Jackson Ranch Road
Kettleman City, CA 93239
Bldg Permit #: 2204-080

Dear Mr. Hernandez:

Water Tower Services LLC respectfully requests that the Kings County Community Development Agency issue a Determination of Public Convenience or Necessity for the sale of beer and wine alcoholic beverages for off-site consumption located at the above-mentioned address. Water Tower Services LLC will be operating the Chevron Gas Station and Extra Mile Food Store as part of the retail element of the Jackson Ranch Specific Plan.

Jackson Ranch is located at the Utica Avenue and Interstate 5 off ramp and consists of approximately 415 acres halfway between San Francisco and Los Angeles. The site is approximately seventy miles northwest of the City of Bakersfield, and seventy miles southwest of the City of Fresno, within an unincorporated area of Kings County, California. The Specific Plan aims to establish a high-quality refreshing and rejuvenating stop for motorists driving between Los Angeles and San Francisco, creating a convenient stop along Interstate 5 where provisions for fuel, food or other travel-related services will be provided.

The sale of beer and wine alcoholic beverages is incidental to the products and services offered by this store, but is a vital aspect of this use, which will serve the public convenience or necessity through its offering of a variety of products to travelers. The proposed store will be compatible with the Jackson Ranch Specific Plan and the pattern of commercial uses in the immediate vicinity.

Thank you for your consideration.

Kind Regards,



Bo Thiara
Managing Member

415-acre Jackson Ranch project taking shape in Kings County

Edward Smith - STAFF WRITER

A new truck stop, retail center and industrial hub off Interstate 5 aims to bring development to an oft-forgotten portion of Kings County. Developers and county officials alike hope to bring 1,600 industrial and retail jobs, relieve congestion headed to the Central Coast and provide water to a disadvantaged community.

Kings County Supervisors approved the 415-acre Jackson Ranch Specific Plan in January at Utica Avenue and I-5, four miles from Kettleman City.

The Jackson Ranch project will bring two gas stations, a truck stop, two hotels, two restaurant pads, three retail pads and three fast food pads, according to a site plan overview submitted by developer Utica J.L.J. LLC. They are currently in escrow with the gas stations and truck stop, according to Jon Lash with Utica J.L.J. Based out of Southern California, Utica J.L.J. is made up of Lash, Larry Bross and John Markley.

Design for the project is a nod to agriculture in the area with decorative silos, barns and wells throughout the shopping center. Designs outline buildings in a “modern farmhouse” style.

The project would also develop 113 acres for industrial uses—including logistics centers.

Lash estimates they will break ground this summer with a grand opening in Q4 of 2022.

Driving from Los Angeles to San Francisco, Lash had seen the potential for business growth along I-5. He recognized a need for retail as well as space to accommodate the movement of goods. Covid has only exacerbated the need for logistical space, Lash says.

The original plan was to start with the gas stations, truck stop, hotels and restaurants, with the second industrial phase coming online after that. But the significant demand for

industrial and logistics lead them to develop concurrently, Lash said. Considering the interest in the area, Lash anticipates a lot of the buildings will be build-to-suit.

Utica J.L.J. is using Cushman and Wakefield as brokers for the industrial development and Avenue Realty Group as brokers for the retail development.

One obstacle to development in western Kings County has been workforce.

Nearby Kettleman City itself has a population of just over 1,100 people.

Labor for the restaurants, gas stations as well as Bravo Farms often comes from Avenal, Lemoore and Corcoran, according to Greg Gatzka, Kings County Community Development Agency Director.

The county worked with developers to provide labor for businesses.

Many workers utilize a State vanpool program called CalVans to get to work.

An affordable housing element in Corcoran also has a need for jobs, Gatzka said.

A labor study done for the project estimated that workers would be willing to drive between 45 to 60 minutes to work at Jackson Ranch.

This would include workers from Hanford and Lemoore.

Lash personally feels that the quality of jobs could attract workers from an even bigger radius, perhaps 60-75 minutes away from the site.

The project would also reduce congestion at Kettleman City, county officials surmise.

Trucks traveling via I-5 often have to pull into Kettleman City to rest or refuel. The Jackson Ranch project would allow them to stay on the interstate.

“Kings County does not have a major truck stop,” said Greg Gatzka, Kings County Community Development Agency Director. “This is a large



investment to help long-hauling trucks with an easy on-and-off ramp to help avoid coastal [Highway] 41 traffic.”

One of the hurdles for developers is the lack of infrastructure. The 415 total acres of the project are currently farmland and don't have electrical, sewer, water or drainage, according to Gatzka. Even more of a challenge will be bringing natural gas. The only natural gas line is on the other side of I-5. Running gas line across the thoroughfare will require cooperation from Pacific Gas & Electric.

The project's need for clean water will also mean clean water for nearby Kettleman City. The community has long relied on groundwater with dangerous levels of arsenic and benzene—though a wastewater treatment plant installed last year has helped abate the level of contaminants.

Rights for the project grant 140 acre-feet of water yearly to Jackson Ranch. Water would be run through the Kettleman City wastewater treatment facility with an unused portion going

back to citizens there.

At full build-out, the Jackson Ranch project will only require 35-40 acre-feet of water, Gatzka estimated.

This would give them ability to send excess to the community.

A second phase for Jackson Ranch has 211 acres reserved for ag uses. This may mean nut or fruit trees, said Lash, but it could also be used for agritourism.

Bravo Farms in Kettleman City features a cellar of premier wines from over the hill in Paso Robles. Richard Valle, Kings County supervisor, hopes to include tasting rooms and farmers markets to showcase local ag.

Another 56 acres is zoned for an airstrip overlay. Lash says there has been interest in creating an airstrip in the area, but nothing is finalized.

Valle calls the west side of Kings County “underutilized.”

“This is a prime opportunity to bring jobs and sales tax [revenue],” Valle said.

Edward Smith | Writer can be reached at: 490-3448 or e-mail edward@thebusinessjournal.com

LEGEND:

■ = Truck Stop ■ = Fast Food ■ = Restaurant ■ = Hotel ■ = Retail ■ = Gas Station ■ = Park

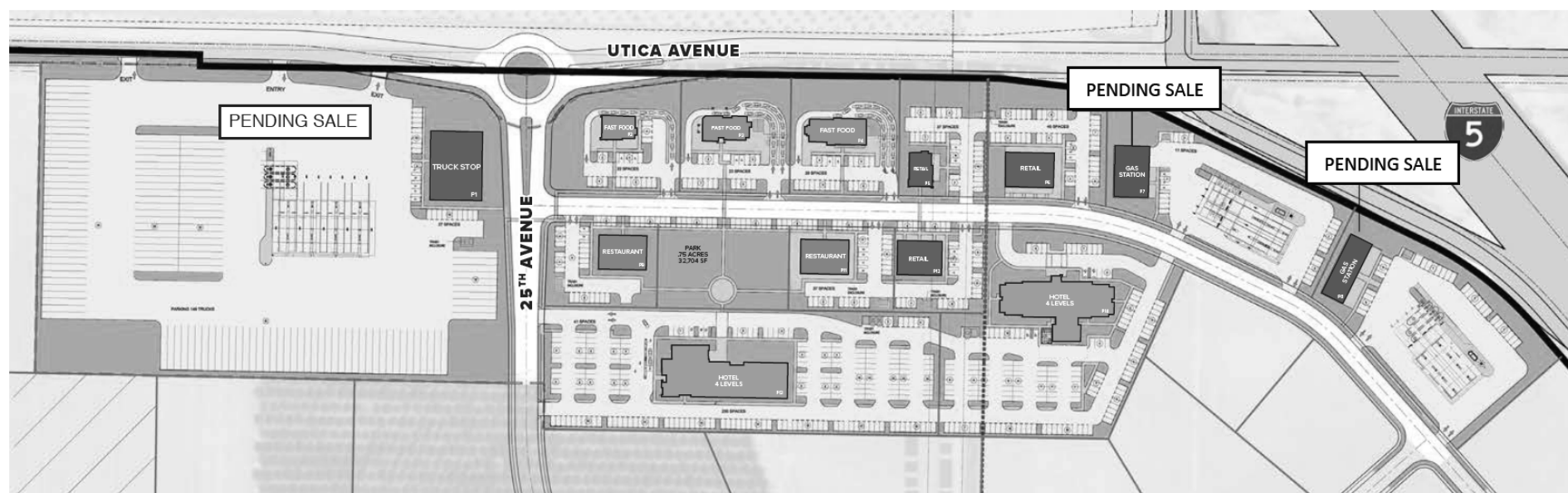


IMAGE CONTRIBUTED | Kings County Supervisors approved the 415-acre Jackson Ranch Specific Plan in January at Utica Avenue and I-5. The Jackson Ranch project will bring two gas stations, a truck stop, two hotels, two restaurant pads, three retail pads and three fast food pads.