



Kings County Board of Supervisors

Kings County Government Center
1400 W. Lacey Boulevard ❖ Hanford, California 93230
☎ (559) 852-2362 FAX (559) 585-8047

In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.

Agenda April 3, 2018

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Richard Valle (District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves (District 1)		Colleen Carlson, County Counsel
Board Members:	Doug Verboon (District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen (District 4)		
	Richard Fagundes (District 5)		

Please turn off cell phones and pagers, as a courtesy to those in attendance.

- I 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Robert Needham – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III 9:05 AM** **CONSENT CALENDAR**
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: March 27, 2018**
 - B. Agriculture Department:**
Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the detection of European Grapevine Moth in Kings County.
 - C. Behavioral Health Department:**
Consider authorizing out of state travel for Stephanie Bealer, Program Manager, and Nanthanael Lacle, Unit Supervisor, on May 30-June 2, 2018 to attend the Substance Abuse and Mental Health Services Administration Treatment Drug Court Grantee Meeting and the National Association of Drug Court Professionals Conference in Houston, Texas.
 - D. District Attorney's Office:**
Consider adopting Resolutions which rescind and replace Resolution Nos. 18-010 and 18-011 to authorize participation in the Automobile Insurance Fraud and Workers Compensation Insurance Fraud grant programs and authorizing the District Attorney's Office to accept the grant funds if awarded.

CONSENT CALENDAR CONTINUED

E. Information Technology Department:

Consider authorizing out of state travel for Antonio Garcia, Security and Compliance Administrator, on April 8-11, 2018 to attend the Center for Internet Security Multi-State Information Sharing 14th Annual Conference in New Orleans, Louisiana.

F. Public Works Department:

1. Consider authorizing the Clerk of the Board to sign the budget appropriation and transfer form to cover additional costs to complete the unincorporated community of Armona asphalt concrete pedestrian pathway project. **(4/5 vote required)**
2. Consider authorizing the Clerk of the Board to sign the budget appropriation and transfer form to cover additional costs to complete the Kings County Jail Parking lot expansion project. **(4/5 vote required)**

IV

REGULAR AGENDA ITEMS

- 9:10 AM A. Community Development Agency – Greg Gatzka**
Report on the Planning Commission’s Actions at their April 2, 2018 meeting.
- 9:15 AM B. District Attorney’s Office – Keith Fagundes/Philip Esbenshade**
Consider adopting a Resolution designating the week of April 8-14, 2018 as Kings County Crime Victims’ Rights Week.
- 9:20 AM C. Fire Department– Clay Smith/Matthew Boyett**
Consider adopting a Resolution authorizing the purchase of a bulldozer for fire prevention and suppression efforts and authorizing the Chairman and Fire Chief to sign the lease purchase Agreement and all supporting documents with Government Capital Corporation for financing the bulldozer.
- 9:25 AM D. Behavioral Health Department – Lisa Lewis/Ahmad Bahrami**
Consider authorizing the Chairman to sign an Agreement with Kings View Corporation for Warm Line services effective April 1, 2018 through June 30, 2019.
- 9:30 AM E. Human Services Agency – Sonja Bugay
Child Abuse Prevention Coordinating Council – Julia Patino**
Consider adopting a Resolution proclaiming the month of April 2018 as Child Abuse Prevention Month.
- 9:45 AM F. 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
- V 9:50 AM G. CLOSED SESSION**
- ◆ **Deciding to initiate litigation.** *1 case* [Govt. Code Section 54956.9(d)(4)]
 - ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Position: Economic and Workforce Development Director

VI

H. ADJOURNMENT

The next regularly scheduled meeting is scheduled for April 10, 2018, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

April 10	9:00 AM	Regular Meeting
April 10	11:00 AM	California Public Finance Authority Regular Meeting
April 17	9:00 AM	Regular Meeting
April 24	9:00 AM	Regular Meeting
April 24	11:00 AM	California Public Finance Authority Regular Meeting
May 1	--	Regular Meeting Cancelled due to Annual Employee Recognition Barbecue
May 8	9:00 AM	Regular Meeting
May 8	11:00 AM	California Public Finance Authority Regular Meeting
May 15	9:00 AM	Regular Meeting
May 22	9:00 AM	Regular Meeting
May 22	11:00 AM	California Public Finance Authority Regular Meeting
May 22	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
May 22	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

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



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Action Summary

March 27, 2018

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Richard Valle	(District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves	(District 1)		Colleen Carlson, County Counsel
Board Members:	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

Please turn off cell phones and pagers, as a courtesy to those in attendance.

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – ~~Andrew Cromwell~~ Chad Fagundes– Koinonia Church

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II B 2

UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.

Brian Thoburn, Southern California Edison Public Relations gave an update to the Board on a phone scam targeting elderly SCE customers and warned that if anyone receives a call stating that they have to pay immediately to hang up and contact the company themselves and to contact law enforcement to report the call.

Angelina Raulino, Kings County 4-H member stated that her Emerald Star Project is “Caring Counts” and she is collecting travel sized toiletries for the residents in the Barbara Saville women’s shelter and stated she has collection boxes at the UC Cooperative Extension office, the Board of Supervisors office and will hold a collection day on June 23, 2018 at the Lemoore Trinity Hall.

Supervisor Verboon presented 4-H member, Angelina Raulino with a County lapel pin and cow hat for her presentation to the Board.

III B 3

WOMEN'S HISTORY RECOGNITION – Rebecca Campbell/Board of Supervisors

Consider adopting a Resolution declaring March 2018 as Women's History Month in Kings County and recognizing some of the women acting in various leadership roles in Kings County governmental agencies. [Reso 18-022]

ACTION: APPROVED AS PRESENTED (DV/CP/JN/RF/RV-Aye)

IV B 4

CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

A. Approval of the Minutes: March 20, 2018

B. County Counsel/Community Development Agency/Health Department:

Consider approving the proposed Local Agency Management Program as presented and directing staff to submit the Program to the Regional Water Quality Control Board and to file a Notice of Exemption pursuant to California Environmental Quality Act.

C. Library Department:

Consider approving the Library's Fine Forgiveness Week during National Library Week on April 8-14, 2018 and authorizing the Library to waive fees on overdue library materials and lost library cards.

D. Sheriff's Office:

1. Consider authorizing out of state travel for Senior Deputy Eric Johnson, Senior Deputy Miguel Cortez and Deputy Dakotah Fausnett to attend the 2018 National Interdiction Conference in Denver, Colorado on April 29- May 4, 2018.

2. Consider authorizing out of state travel for Sheriff David Robinson and Fiscal Analyst III Cassandra Bakker to attend the Domestic Cannabis Eradication/Suppression Program Management Meeting in Nashville, Tennessee on April 2-6, 2018.

ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (JN/RF/DV/CP/RV-Aye)

V

REGULAR AGENDA ITEMS

B 5

A. County Counsel – Colleen Carlson/Carrie Woolley

Consider authorizing the Chairman to sign Amendment No. 2 to the Agreement with NaphCare, Inc. for medical, behavioral health, and dental services for the County's detention facilities. [Agmt 14-104.2]

ACTION: APPROVED AS PRESENTED (DV/JN/CP/RF/RV-Aye)

B 6

B. Health Department – Ed Hill/Scott Waite

Consider allocating 3.0 Full-Time Equivalency Family Resource Coordinators in the Public Health Department Budget unit 4111000 in the current fiscal year to establish a Voluntary Home Visitation program in partnership with the Human Services Agency.

ACTION: APPROVED AS PRESENTED (RF/JN/DV/CP/RV-Aye)

B 7

C. Human Resources Department– Leslie McCormick Wilson/Victoria Whipple

Consider authorizing the Chairman to sign a letter of support to department heads for employee participation in the United Way Campaign.

ACTION: APPROVED AS PRESENTED (RF/CP/JN/DV/RV-Aye)

B 8

D. Human Services Agency– Sanja Bugay

Consider authorizing the advanced step hire for applicant Essam Abed for the position of Program Manager at Salary Range 229, Step 5 and the advanced step hire for Dario Gomez for the position of Chief Fiscal Officer at Salary Range 230.5, Step 4.

ACTION: APPROVED AS PRESENTED (DV/RF/JN/CP/RV-Aye)

B 9

E. Library Department – Natalie Rencher

Consider authorizing the purchase of a heating, ventilation and air conditioning unit to replace the existing unit in the Lemoore Branch Library and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

ACTION: APPROVED AS PRESENTED (JN/RF/DV/CP/RV-Aye)

VI B 10

F. STUDY SESSION

Administration – Rebecca Campbell

Kings County Association of Governments – Terri King

Information regarding the Regional Transportation Plan and Sustainable Communities Strategy.

INFORMATION ONLY - NOA

B 11

G. 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 Pedersen stated that he is enjoying his kids being home for spring break from school.

Supervisor Verboon stated that the meeting with Dan Leavitt from Amtrak on March 21, 2018 and attended the San Joaquin Joint Powers Authority meeting and was a speaker at Frontier Middle School on March 23, 2018.

Supervisor Fagundes stated that he attended the Kings Community Action Organization meeting on March 21, 2018.

Supervisor Neves stated that he attended a USDA Rural Development listening session on Science, Technology, Engineering and Mathematics (STEM) and the role of broadband meeting in Coalinga on March 20, 2018. He stated that he attended the Kings Waste & Recycling Authority special meeting on March 21, 2018, stated that Sierra Pacific High School Girls basketball team won the CIF State Division V championship at Golden 1 Center, Lemoore Middle College High School won the academic decathlon at State and will advance to Nationals in Texas. He stated that he attended the Behavioral Health Advisory Committee meeting on March 26, 2018, attended the Kings Historical Society meeting on March 26, 2018 and thanked Supervisor Verboon for being a guest speaker at the meeting, discussed the recent storm impacts on California.

Supervisor Valle thanked County staff for their work on the resolution designating March 17, 2018 in Kings County as Jose Ramirez day and stated that the staff at the City of Avenal did a wonderful job putting on the parade in honor of Jose Ramirez on March 25, 2018.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received an email from the Public Utilities Commission requesting information regarding the California High Speed Rail proposed overpasses in Kings County. Colleen Carlson, County Counsel stated she is working with County staff to draft a response to the information requested.**

- ◆ Upcoming Events: **Rebecca Campbell** stated that the **Kings County Library** will host a **Benefit for Women Veteran's** employment resources event on **April 4, 2018** from **10:00 a.m. to 12:00 p.m.**, the ribbon cutting for the **Student Pavilion building** at **College of Sequoias Hanford Center** on **April 5, 2018** from **4:30 p.m. to 5:30 p.m.**, the **Victim Rights** event will be held on **April 9, 2018** at the **Civic Auditorium** at **6:00 p.m.**, **Hanford Joint Union High School** is looking for volunteers for their **Ethic Workshops** on **April 9-10, 2018**, **Victim Rights Open house** will be held in the **Administration Building** on **April 12, 2018** from **10:00 a.m. to 12:00 p.m.** with the latest quilt being unveiled, the **Child Abuse Prevention Coordinating Council office** decorating contest on **April 17, 2018** the **Employee Recognition barbecue** will be held on **May 1, 2018**, the **Reef Sunset School District** will hold their annual recognition event on **May 11, 2018** and **Kings/Tulare Area Agency on Aging** will hold their **Seniors in the Park** event at **Mooney's Grove** on **May 18, 2018** from **9:00 a.m. to 2:00 p.m.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on a future agenda: **Public Works Department Jail parking lot** and **Armona Pathways projects**, **Kings Economic Development Corporation Agreement**, **Behavioral Health agreement with Kings View**, **District Attorney's Office grant resolution updates**, **Fire Department bulldozer purchase**, **Naphcare Agreement amendment**, **District Attorney's Office Victim Rights Resolution recognizing April as Victim Rights month**, **Human Services Agency/Child Abuse Prevention Coordinating Council Child Abuse Prevention Coordinating Council Resolution recognizing April as Child Abuse Awareness month**, **Letter of support for SB 1787 regarding Valley Fever** from **Assemblymember Salas**, **changes to internal services funds budget appropriation and transfer form**, **study session regarding solar projects around the County**, **Public Works Department Highway Safety Improvement project** and **SB 1 phase 1 road projects**.

VII B 12

H. CLOSED SESSION

- ◆ **Personnel Matters:** [Govt. Code Section 54957]

Public Employment:

Position: **Economic Development Director**

REPORT OUT: **Rebecca Campbell, County Administrative Officer**, stated that the **Board** took no reportable action in closed session today.

VIII B 13

I. ADJOURNMENT

The next regularly scheduled meeting is scheduled for **April 3, 2018**, at **9:00 a.m.**

- IX 11:00 AM J. CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING**
- X 1:30 PM K. KINGS COUNTY HOUSING AUTHORITY BOARD OF DIRECTORS REGULAR MEETING**
- XI 2:00 PM L. IN-HOME SUPPORTIVE SERVICES- REGULAR MEETING CANCELLED**

FUTURE MEETINGS AND EVENTS

April 3	9:00 AM	Regular Meeting
April 10	9:00 AM	Regular Meeting
April 10	11:00 AM	California Public Finance Authority Regular Meeting
April 17	9:00 AM	Regular Meeting
April 24	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 April 3, 2018

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: AGREEMENT WITH CALIFORNIA DEPARTMENT OF AGRICULTURE FOR
THE DETECTION OF EUROPEAN GRAPEVINE MOTH

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer provides services in cooperation with the California Department of Food & Agriculture for detection trapping of the European Grapevine Moth. This agreement is for the FY's 2017/2018 and 2018/2019.

Recommendation:

Authorize the Chairman to sign the Agreement with the California Department of Food & Agriculture for the detection of European Grapevine Moth for detection trapping in Kings County.

Fiscal Impact:

Revenues of \$49,801 for this program are included in the adopted FY 17/18 budget in budget unit 260000, account 8151200 (State Aid-Agriculture). Revenues of \$30,081 for this program are included in the requested FY 18/19 budget in budget unit 260000, account 8151200 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner deploys and services insect traps according to State procedures established by this agreement to protect Kings County agriculture and the public from the introduction of the European Grapevine Moth. The term of agreement 17-0549-016-SF is from January 1, 2018 to December 31, 2018.

The agreement has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
17-0549-016-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:
- STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
- RECIPIENT'S NAME
COUNTY OF KINGS
2. The term of this Agreement is: January 1, 2018 through December 31, 2018
3. The maximum amount of this Agreement is: \$79,882.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	3 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)
COUNTY OF KINGS

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
680 N Campus Drive, Suite B, Hanford, CA 93230-5923

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	18-8506-1317-CA
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$2,219,376.00
Effective Dates:	January 1, 2018 through December 31, 2018

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will place and service traps for the detection of the European Grapevine Moth.

Project Title: European Grapevine Moth Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Kevin Hoffman	Name: Jimmy Hook
Section/Unit: PHPPS / PDEP	Section/Unit: COUNTY OF KINGS
Address: 1220 N Street	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hanford, CA 93230-5923
Phone: 916-654-1211	Phone: 559-852-2830
Email Address: kevin.hoffman@cdfa.ca.gov	Email Address: agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Joanne Shimada	Name:
Section/Unit: PHPPS / PDEP	Section/Unit:
Address: 1220 N Street	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: 916-654-1211	Phone:
Email Address: joanne.shimada@cdfa.ca.gov	Email Address:

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

Name:	
Section/Unit:	
Address:	
City/State/Zip:	
Phone:	
Email Address:	

4. RECIPIENT: Please check appropriate box below:

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

5. **Disputes**

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

6. **Contractors/Consultants**

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

7. **Non-Discrimination Clause**

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

8. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Excise Tax**

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

10. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

11. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations, pursuant to 2 CFR 200.471.

12. Reporting Requirements

The Recipient agrees to complete all reporting requirements listed in Scope of Work.

13. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the CDFA logo.

14. Property Damage Claims Process

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

15. Force Majeure

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

16. Amendments

Changes to Scope of Work, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

17. Suspension of Payments

Payment under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if the CDFA determines that Recipient has breached the terms of this Agreement. Upon discovery of any violations of the Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and mailed to:

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

Or delivered by email with a date/timestamp within ten (10) business days to:
CDFA.LegalOffice@cdfa.ca.gov

18. Closeout

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

19. Record Retention and Accessibility

The Recipient must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333-200.337.

20. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on October 7, 2014. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

6. Budget

For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b.
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

1. Reports all subject inventions to CDFA;
2. Makes efforts to commercialize the subject invention through patent or licensing;
3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH DETECTION TRAPPING

Fiscal Years 2017-18 and 2018-19

Effective Dates: January 1 to December 31, 2018

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture (CDFA) shall:

1. Provide all trapping materials, such as traps, lures and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and the European Grapevine Moth (EGVM) Trapping Guidelines FY2017-18 and 2018-19 (EGVMTG). The current version of the ITG is on the CDFA website at: www.cdfa.ca.gov/go/ITG, and the EGVMTG is provided along with this agreement.
4. Provide annual training programs for county trapping supervisors and trappers.
5. Provide quality control (QC) of the county trapping program via inspections and QC plants.
6. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available in its entirety at <http://www.cdfa.ca.gov/plant/peir/>.

Section 2

The County Agricultural Commissioner shall:

1. Hire and/or train personnel.
2. Provide and maintain trapping vehicles.
3. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.

4. Ensure that supervisors and trapping personnel attend training provided by the CDFA District Entomologist.
5. Ensure that all trapping activities conform to the current version of the ITG and to the EGVMTG.
 - a. Ensure that a copy of the current versions of the ITG and the EGVMTG are kept in each trapper's vehicle for reference.
 - b. Should there be a discrepancy between the ITG and the EGVMTG, the EGVMTG shall supersede the ITG.
6. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet (THWS) (60-223), which is provided along with this agreement.
7. Place traps at the beginning of the season so that full deployment is completed by March 15, 2018, or as soon as weather permits after that date. Remove traps during the first servicing after August 31, 2018.
8. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid. Links to the Map Books and GIS layers are at <http://maps.cdfa.ca.gov/TrapBooks>.
 - a. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is needed to track a trap that moves between quints. For example, trap EV241-8-EG1 is in grid EV241, subgrid 8, trap type is European grapevine moth (EG), and it is designated as number "1" EG trap within that subgrid (applicable only if more than one trap of the same type is in a subgrid).
 - b. Ensure that the unique trap number is placed properly on the outside of all traps, along with accurate placement, servicing, baiting, and rebaiting dates, and the trapper's initials for each activity.
9. Ensure that all sites trapped are GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps if they are relocated.

10. Ensure that EGVM traps are serviced every two weeks from March 15, 2018, or as soon as logistics and weather permit after this date, and removed during the first servicing after August 31, 2018.
11. Ensure that all traps removed from the field are screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.
12. Participate in new delimitation activities if requested to do so by the CDFA.
13. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures, PEIR Management Practices (MP) and Mitigation Measures (MM) for Trapping, is available from the CDFA District Entomologist. A Tiering Checklist must be completed prior to conducting trapping activities. A Checklist template is provided along with this agreement, which is to be completed and submitted to the PD/EP County Contracts Coordinator (CCC), currently Joanne Shimada (joanne.shimada@cdfa.ca.gov), at PD/EP headquarters. When the agreement ends, the county signs and dates a copy of the Checklist and sends that copy to the CCC to signify that the PEIR requirements were implemented. A blank Checklist and detailed descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>.
14. Ensure that trap data is entered into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS), as detailed in the EGVMTG.
15. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.
16. Complete a monthly Pest Detection Report Number One (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as

“removed” and then “added.” A copy of this form must accompany the monthly invoice. This form is available from the District Entomologist.

17. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
18. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
19. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in implementation of CalTrap when it becomes operational for your county.
20. Allow CDFA detection personnel and/or USDA officers to perform quality control inspections on all EGVM trap lines with a 48-hour notice.
21. Allow CDFA detection personnel and/or USDA officers to accompany trappers and/or supervisors in the field on a 48-hour notice. This will be credited as field training for county personnel.
22. Provide vehicle accountability in the form of a log to include vehicle license plate number (or other identifying number), dates vehicle used on the EGVM project, daily mileage, and employee name.
23. Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the EGVMTG for more information.
24. Submit invoices along with the corresponding Report Number One monthly by postal mail or e-mail to the County Contracts Coordinator:

Joanne Shimada
CDFA- PD/EP
2800 Gateway Oaks Drive
Sacramento, CA 95833
joanne.shimada@cdfa.ca.gov

- a. Submit monthly invoices and corresponding Report Number Ones no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.

- b. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
- c. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
- d. A sample invoice is available from the District Entomologist. The county may use this form or submit their own invoice, but the invoice must contain the following:
 - i. County name
 - ii. Remit to address
 - iii. Date of submittal
 - iv. Invoice number
 - v. Agreement name
 - vi. Agreement number
 - vii. Billing period
 - viii. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One.
 - ix. Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
- e. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in item 2.24.c.
- f. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.
- g. Please do not submit the invoice as a PDF file or use dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch.
- h. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of invoice.

- i. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if agreement funds are depleted, as this can be useful information for future budget allocations.

EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING GUIDELINES

Fiscal Years 2017-18 and 2018-19

1. Eligible Counties - Any county with commercial grape acreage.
2. General Trapping Instructions - Conduct trapping as per the Insect Trapping Guide (ITG), available at www.cdfa.ca.gov/go/ITG, and as outlined below. Should a conflict arise between the ITG and an item in these Guidelines, the Guidelines take precedence.
3. Trap - The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.
4. Attractant - The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.
5. Trap Assembly and Numbering
 - a. Traps will arrive fully assembled and the lure will be placed inside the trap by the trapper.
 - b. Write the trap number and date of deployment on the trap body prior to placing the trap.
 - c. Trap numbers for EGVM will include the five-digit alpha-numeric grid number, subgrid designation, the identifying letters "EG.", and trap number within the subgrid (if applicable). For example: EV241-8-EG1.
 - d. To prevent contamination of other surfaces, avoid direct contact with the pheromone lure or the inside surface of the pouch.
 - e. Open the lure pouch; squeeze the lure directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps to place it. Discard the empty packet in a manner approved by the trapping office.
 - f. Do not dispose of lures or lure packages in the field. All trapping materials are to be disposed of at the inspector's field station.
6. Trapping Season
 - a. Full deployment should be completed by March 15, 2018, or as soon as weather permits after that date.
 - b. Remove traps during the first servicing after August 31, 2018.
7. Hosts to be Trapped - Grapes.

8. Density
 - a. Place 25 traps per square mile (1 trap per 25.6 acres).
 - b. In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
9. Trapping Locations
 - a. Place traps in commercial grape vineyards.
 - b. Use a 5x5 subgrid overlay, placing one trap per subgrid.
 - c. For vineyards where the shortest dimension of the vineyard (width or length) is more than 1066 feet (325 meters), place the traps within the vineyard in order to space them as uniform as possible within the square mile.
 - d. Place at least one trap in all vineyards within 300 meters of any wine processing facilities, even if this results in more than one trap per subgrid.
10. Trap Placement
 - a. Vineyards – Place traps at the end of the rows of the major vineyard throughways, preferably at canopy height. Hang them from the vine support wires using zip ties or support poles away from the branches of the vines (unobstructed). As the vine grows, move the trap up higher so that it is in proximity of the flowers and fruit. It is also acceptable to hang the trap from metal Japanese beetle poles or from the branches of the vines. Avoid hanging any trap from small branches or cordons to minimize trap loss due to harvest, maintenance, pruning, or vine growth.
 - b. In rare cases, where access to a vineyard cannot be obtained but it is deemed necessary to trap that vineyard, proximity trapping may be used. That is, the trap may be placed on a non-host or other structure outside the vineyard, but it must be no more than 20 feet from a vine.
 - c. Priority should be given to areas within 300 meters of grape processing facilities (e.g., wineries).
 - d. Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
 - e. Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.
 - f. GPS the site and enter the data onto the trap card, for entry into the USDA's Integrated Plant Health Information System (IPHIS) (see below).
11. Inspection Frequency - Service the traps every two weeks, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in both the trap book and IPHIS.

12. Baiting Interval - Replace the lure every four weeks. Old lures can be left in the trap until the trap is replaced, if they are not unduly obstructing access to the sticky surface.
13. Trap Replacement
 - a. Replace the trap if dust, plant debris, or an excessive number of trapped non-target insects reduces the ability of trap to capture EGVM or inhibits the ability to screen for suspect EGVM. It is recommended that traps be replaced at eight weeks under normal conditions.
 - b. Zip ties used to hang the traps should be reused, if not damaged.
14. Relocation
 - a. Do not relocate traps unless access to the trap is impaired for more than one servicing.
 - b. As the vines grow, move traps to the upper third of the vine, as practical
 - c. Follow all pesticide regulations before entering a vineyard that has been treated.
 - d. If a trap is relocated, GPS the new site and enter the data into the IPHIS database.
 - e. When relocating, always use a new trap.
15. Data Entry into IPHIS
 - a. Trap data must be entered into the USDA Integrated Plant Health Information System (IPHIS).
 - b. All sites trapped must be geocoded using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, -119.825056). If there are more than six digits, please truncate the figures (do not round up or down). The minimum information recorded in the global positioning system (GPS) unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.
 - c. New GPS values must be taken and recorded for 2018. Do not re-use the 2017 GPS coordinates even if the 2018 trap site is utilizing a previously used map and trap card.
 - d. All GPS points will be verified by the United States Department of Agriculture (USDA) prior to being entered into IPHIS. Following completion of trap placement, submit GPS points on an Excel spreadsheet (include county, trap number and GPS points) to Roxanne Broadway at Roxanne.Broadway@aphis.usda.gov.
 - e. Enter weekly trapping data reports into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS). If this cannot be accomplished, send weekly reports for entry into IPHIS to Kevin Hoffman at kevin.hoffman@cdfa.ca.gov. Weekly submission of data reports is required in order for reimbursement to be processed.

16. Maps - Counties must use maps displaying the square mile grid and appropriate subgrids as determined by the California Department of Food and Agriculture (CDFA). If needed, maps or the geographic information system (GIS) layers will be provided. If the county has the ability to produce these, verify the accuracy with the CDFA before use.
17. Trap Double-Screening - All traps inspected and removed from the field shall be screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.
18. Submitting Specimens for Identification
 - a. The entire trap containing the suspect moth should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
 - b. The trapping supervisor should contact the District Entomologist when suspect moths are discovered. Send suspect specimens to Sacramento by the quickest means possible.
 - c. Submit the entire trap, leaving the suspect moth in the trap, for identification to the CDFA Plant Pest Diagnostics Laboratory, 3294 Meadowview Road, Sacramento. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth. Do not send live specimens!
 - d. All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons completing this form will need a username and a password.
 - e. Notify Jason Leathers (jason.leathers@cdfa.ca.gov) and Kevin Hoffman (kevin.hoffman@cdfa.ca.gov) via email upon all submissions. Include the e-PDR number in this communication.

County: Kings

Fiscal Year: 2017-18

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EGVM												

weekly servicings biweekly servicings monthly servicings (place or remove)

Trap Type	# of traps	x	serv/year/trap*	=	serv/year
EGVM	620	X	8.67	=	5,375
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
		X		=	0
				Total:	5,375

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

EGVM: 5,375 ÷ 872.56 x 1.1 (10%) : 959.82

(A) (B) (C) (D)

- A = Servicings/year/trap - calculated electronically.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

July 2015

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
 - Wear rubber boots, coveralls, rubber gloves, and eye protection.
 - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
 - Shovel contaminated material into a leak-proof container.
 - Do not hose down the area.
 - Work carefully and safely; do not hurry.
 - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
 - Follow the steps listed for all above and include the additional number below.
 - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
 - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
 - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
 - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
 - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
 - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
 - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	January 1, 2018
Project Leader:	Jimmy Hook
Description of Activity:	European grapevine moth traps (contain sex pheromone) hung in or near host plants during the prescribed season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	European grapevine moth trapping is conducted within the whole of Kings County. Property types are various (residential, agricultural, mixed use, undeveloped) and have European grapevine moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect European grapevine moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.14

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Jimmy Hook
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
 Orange = Instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Ag & Standards Inspector	Ag & Standards Inspector II	8.00	50.00	400.00
2 Ag & Standards Aide	Ag & Standards Aide	8.00	70.00	560.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
			Subtotal:	960.00

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Ag & Standards Inspector	Ag & Standards Inspector II	\$28.87	400.00	\$11,548.00
2 Ag & Standards Aide	Ag & Standards Aide	\$19.98	560.00	\$11,189.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
			Subtotal:	\$22,737.00

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Ag & Standards Inspector	Ag & Standards Inspector II	40.0000%	\$11,548.00	\$4,619.00
2 Ag & Standards Aide	Ag & Standards Aide	40.0000%	\$11,189.00	\$4,476.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
			Subtotal:	\$9,095.00

DETECTION STAFF SUBTOTAL: \$31,832.00

4. STAFF - Non-Detection

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	8.00	4.00	32.00
2 Clerical	Clerical	8.00	4.00	32.00
3 Ag & Standards Inspector III	Ag & Standards Inspector III	8.00	6.00	48.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
			Subtotal:	112.00

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	\$43.01	32.00	\$1,376.00
2 Clerical	Clerical	\$24.87	32.00	\$796.00
3 Ag & Standards Inspector III	Ag & Standards Inspector III	\$33.52	48.00	\$1,609.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
			Subtotal:	\$3,781.00

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	40.0000%	\$1,376.00	\$550.00
2 Clerical	Clerical	40.0000%	\$796.00	\$318.00
3 Ag & Standards Inspector III	Ag & Standards Inspector III	40.0000%	\$1,609.00	\$644.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
			Subtotal:	\$1,512.00

NON-DETECTION STAFF SUBTOTAL: \$5,293.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$26,518.00	\$10,807.00	\$9,281.00
TOTAL PERSONNEL COST :		\$46,406.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

Description	COST
1 Office Supplies	\$125.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$125.00

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
TOTAL SUBCONTRACTOR COST:			\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	4.00	1500.00	\$0.545	\$3,270.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$3,270.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

* Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe b

FY 2017-18 EGVM Trapping Cost:	\$49,801.00
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FY 2017-18 & 18-19 EGVM Trapping Total Cost: \$79,882.00

COMMENTS:

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
 Orange = Instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Ag & Standards Inspector II	Ag & Standards Inspector II	8.00	21.50	172.00
2 Ag & Standards Aide	Ag & Standards Aide	8.00	53.50	428.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
			Subtotal:	600.00

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Ag & Standards Inspector II	Ag & Standards Inspector II	\$28.87	172.00	\$4,966.00
2 Ag & Standards Aide	Ag & Standards Aide	\$19.98	428.00	\$8,551.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
			Subtotal:	\$13,517.00

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Ag & Standards Inspector II	Ag & Standards Inspector II	40.0000%	\$4,966.00	\$1,986.00
2 Ag & Standards Aide	Ag & Standards Aide	40.0000%	\$8,551.00	\$3,420.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
			Subtotal:	\$5,406.00

DETECTION STAFF SUBTOTAL: \$18,923.00

4. STAFF - Non-Detection

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	8.00	3.00	24.00
2 Clerical	Clerical	8.00	3.00	24.00
3 Ag & Standards Inspector III	Ag & Standards Inspector III	8.00	3.00	24.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
			Subtotal:	72.00

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	\$43.01	24.00	\$1,032.00
2 Clerical	Clerical	\$24.87	24.00	\$597.00
3 Ag & Standards Inspector III	Ag & Standards Inspector III	\$33.52	24.00	\$804.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
			Subtotal:	\$2,433.00

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	40.0000%	\$1,032.00	\$413.00
2 Clerical	Clerical	40.0000%	\$597.00	\$239.00
3 Ag & Standards Inspector III	Ag & Standards Inspector III	40.0000%	\$804.00	\$322.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
			Subtotal:	\$974.00

NON-DETECTION STAFF SUBTOTAL: \$3,407.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$15,950.00	\$6,380.00	\$5,583.00
TOTAL PERSONNEL COST :		\$27,913.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

Description	COST
1 Office Supplies	\$124.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$124.00

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
TOTAL SUBCONTRACTOR COST:			\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	2.50	1500.00	\$0.545	\$2,044.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$2,044.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
 * Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe b

COMMENTS:

FY 2018-19 EGVM Trapping Cost:	\$30,081.00
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 3, 2018

SUBMITTED BY: Behavioral Health –Lisa Lewis/Katie Arnst

SUBJECT: OUT OF STATE TRAVEL REQUEST

SUMMARY:

Overview:

Behavioral Health is seeking authorization for Stephanie Bealer, Program Manager and Nanthanael Lacle, Unit Supervisor, to attend the Substance Abuse and Mental Health Services Administration Treatment Drug Court Grantee Meeting and the National Association of Drug Court Professionals Conference from May 30 through June 2, 2018 in Houston, Texas.

Recommendation:

Authorize the out of state travel for Stephanie Bealer, Program Manager and Nanthanael Lacle, Unit Supervisor, to attend the Substance Abuse and Mental Health Services Administration Treatment Drug Court Grantee Meeting and the National Association of Drug Court Professionals Conference from May 30 through June 2, 2018 in Houston, Texas.

Fiscal Impact:

There will be no additional cost to the County General Fund. Travel and registration costs for two county employees are estimated at \$5,398 including conference registration at \$745 per person, lodging at \$885 per person, airfare is estimated at \$648 (as of March 5, 2018) per person, per diem will total \$297 per person, ground transportation at \$98, along with mileage reimbursement and parking at the Fresno airport which is estimated at \$75 per person. Revenues and expenses for conference travel and participation are included in the FY 17/18 Budget in Unit #422200 titled Behavioral Health Administration-Mental Health Services Act (BHA-MHSA) and are fully reimbursable through the Department's agreement with Substance Abuse and Mental Health Services Administration (SAMHSA).

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

OUT OF STATE TRAVEL REQUEST

April 3, 2018

Page 2 of 2

BACKGROUND:

Your Board approved a three (3) year grant agreement with SAMHSA on November 24, 2015 in order to expand the County's Collaborative Justice Treatment Court. The grant agreement requires participation at the yearly grantee meeting, along with the annual National Association of Drug Court Professionals Conference. This year the Department is planning to have Stephanie Bealer, Program Manager, Nathan Lacle, Unit Supervisor, Judge Jennifer Giuliani, Lisa Zepeda, Clinician with Kings View, and Audrey Chubb, Evaluator from Resource Development Associates attend.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 3, 2018

SUBMITTED BY: District Attorney – Keith L. Fagundes

SUBJECT: INSURANCE FRAUD GRANT PROGRAM RESOLUTIONS

SUMMARY:

Overview:

On February 27, 2018, your Board adopted the Workers' Compensation & Automobile Insurance Fraud Grant program resolutions. At this time we are requesting to rescind the following resolutions to include verbiage required of the granting agency. Each fiscal year, the Department of Insurance requires your Board to adopt a resolution reaffirming the County's commitment to the grant funded programs.

Recommendation:

1. Adopt resolutions which rescind and replace Resolution Nos. 18-010 and 18-011 and authorize participation in the following grant programs:
 - Automobile Insurance Fraud Program
 - Workers Compensation Insurance Fraud Program; and
2. Authorize the District Attorney's Office to accept said funds if awarded.

Fiscal Impact:

For each grant listed above, the revenues and expenses will be included in the requested FY 2018/2019 budget.

BACKGROUND:

The Insurance Fraud Programs were established in FY 1996-97 and have been in continuous existence since that time. Through the grant programs we are able to fund a full time legal secretary, one and a half District Attorney Investigators and three quarters of a Deputy District Attorney. The Insurance Fraud Unit investigates multiple types of automobile and workers' compensation insurance fraud, assists other agencies in the investigation of workers' compensation fraud, and educates local businesses of their obligations to hold the correct insurance coverage. Each resolution has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

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

IN THE MATTER OF AN APPLICATION
FOR FUNDING FOR AUTO INSURANCE
FRAUD PROGRAM _____/

RESOLUTION NO. _____

WHEREAS, this Resolution rescinds and simultaneously replaces Resolution No. 18-010 adopted February 27, 2018; and

WHEREAS, the California Fraud Prevention Act (California Insurance Code sections 1871-1879) makes funding available through the California Department of Insurance to investigate and prosecute auto insurance fraud; and

WHEREAS, the Kings County Board of Supervisors desires, through the office of the District Attorney, to continue the Auto Insurance Fraud Program undertaken with prior grant awards; and

WHEREAS, the District Attorney desires to apply for funding made available through the Act, and specifically Section 1872.8 thereof, to support such program; and

WHEREAS, amended grant eligibility guidelines require that the County indemnify the State against liability that may stem from the Grant Award; and

WHEREAS, the Grant Award may not be used to supplant expenditures controlled by the Board; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The District Attorney of Kings County is hereby authorized to submit an Auto Insurance Fraud Program application to the California Department of Insurance and to execute a Grant Award Agreement including any extensions or amendments thereof.
2. The Grant Award funds received shall not be used to supplant expenditures controlled by this Board.
3. This Board agrees that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the County of Kings as the grant recipient and authorizing agency, and understands and agrees that the State of California and the California Department of Insurance disclaim responsibility for any such liability.

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

IN THE MATTER OF AN APPLICATION FOR RESOLUTION NO. _____
FUNDING FOR WORKERS' COMPENSATION
INSURANCE FRAUD INVESTIGATIONS PROGRAM /

WHEREAS, this Resolution rescinds and simultaneously replaces Resolution No. 18-011 adopted February 27, 2018; and

WHEREAS, the California Fraud Prevention Act (California Insurance Code sections 1871-1879) makes funding available through the California Department of Insurance to investigate and prosecute Workers' Compensation Insurance fraud; and

WHEREAS, amended grant eligibility guidelines require that the County indemnify the State against liability that may stem from the Grant Award; and

WHEREAS, the Grant Award may not be used to supplant expenditures controlled by the Board; and

WHEREAS, the Kings County Board of Supervisors desires, through the office of the District Attorney, to continue the Workers' Compensation Insurance Fraud Program undertaken by the District Attorney's office as a result of prior grants received; and

WHEREAS, the District Attorney's office desires to apply for funding made available through the Act, and specifically Section 1872.83 thereof, to support such program.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The District Attorney's office of Kings County is hereby authorized to submit a Workers' Compensation Insurance Fraud Program application to the California Department of Insurance and to execute a Grant Award Agreement including any extensions or amendments thereof.

2. The Grant Award funds received shall not be used to supplant expenditures controlled by this Board.

3. This Board agrees that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the County of Kings as the grant recipient and authorizing agency, and understands and agrees that the State of California and the California Department of Insurance disclaim responsibility for any such liability.

Resolution No. _____
Page 2 of 2

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the third day of April, 2018, by the following vote:

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

Chairperson, Board of Supervisors
County of Kings

WITNESS my hand and seal of said Board of Supervisors this 3rd day of April, 2018.

Clerk of said Board of Supervisors

PL: 2018-46-189



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 3, 2018

SUBMITTED BY: Information Technology Department – John Devlin

SUBJECT: OUT OF STATE TRAVEL REQUEST

SUMMARY:

Overview:

This travel request is for Antonio Garcia, Information Technology Security and Compliance Administrator, to attend a security conference held in New Orleans, on April 8 - April 11, 2018.

Recommendation:

Authorize the out of state travel for Antonio Garcia Security and Compliance Administrator to attend the 2018 Center for Internet Security Multi-State Information Sharing and Analysis Center's 14th Annual Conference in New Orleans, Louisiana from April 8 – April 11, 2018.

Fiscal Impact:

None. Expenses are paid by Department of Homeland Security through Federal Grants for Center for Internet Security Multi-State Information Sharing and Analysis Center.

BACKGROUND:

The Multi-State Information Sharing and Analysis Center (MS-ISAC) is the focal point for cyber threat prevention, protection, response and recovery for U.S. State, Local, Tribal and Territorial government entities. The County, as a member of MS-ISAC, currently benefits from the National Cybersecurity and Communications Integration Center (NCCIC) is a 24x7 cyber situational awareness, incident response, and management center that is a national nexus of cyber and communications integration for the Federal Government, intelligence community, and law enforcement. We use their Cyber Hygiene program for continuous external vulnerability scans, in order to meet Federal and State compliance regulations. Other benefits include access to the United States Computer Emergency Readiness team, US-CERT, and their 24/7 security operations center. On several occasions, the County has made use of their forensic teams to analyze cyber-security incidents experienced by the County. These annual conferences provide a venue to learn of new services that are offered to its members.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Resolution No. _____
Page 2 of 2

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 3rd day of April, 2018, by the following vote:

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

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

WITNESS my hand and seal of said Board of Supervisors this 3rd day of April, 2018.

Clerk of said Board of Supervisors

PL:2018-46-189



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 3, 2018

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Fiscal Impact:

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BACKGROUND:

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BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

April 3, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: UNINCORPORATED COMMUNITY OF ARMONA ASPHALT CONCRETE
PEDESTRIAN PATHWAY

SUMMARY:

Overview:

On August 22, 2017 your Board executed a construction agreement with Pierce Construction to complete the Armona Asphalt Concrete Pedestrian Pathway.

Recommendation:

Authorize the Clerk of the Board to sign the budget appropriation and transfer form to cover additional costs to complete the unincorporated community of Armona Asphalt Concrete Pedestrian Pathway project. (4/5 vote required)

Fiscal Impact:

The requested budget transfer amount of \$8,815 will be paid by the County Road Fund Budget Unit 311000, Account No. 82223135. The cost of this project was included in the approved FY 17/18 Budget Unit 700000, Account No. 82420105 and the original allocation was \$60,000 however final construction cost totaled \$68,815. In order to cover the additional cost, a budget transfer must be completed to shift funds from the Road Fund to the General Fund.

BACKGROUND:

This project was constructed to provide an Americans with Disabilities Act compliant pathway connecting residents of Armona with the business district and designed to integrate with the recently completed safe routes to school crossing at 14th Avenue and Front Street.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

April 3, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski

SUBJECT: KINGS COUNTY JAIL PARKING LOT EXPANSION

SUMMARY:

Overview:

In September of 2017 Bush Engineering, Inc. was hired to construct an additional fifteen (15) stalls within the Kings County Jail employee parking area. Additional cost for surveying and materials were not included in the original budget projects request.

Recommendation:

Authorize the Clerk of the Board to sign the budget appropriation and transfer form to complete the Kings County Jail Parking lot expansion project deficit. (4/5 vote required)

Fiscal Impact:

There was \$45,000 approved in the FY 17/18 budget for this project in Budget Unit 700000, Account No. 82420100. However, separate purchase orders for surveying and materials testing were not included in the initial budgeted project cost which has necessitated this budget transfer request. The final project cost including construction, surveying, and materials testing is \$47,036 which represents a \$2,036 funding deficit. The requested budget transfer amount of \$2,036 shall be paid by State Aid Public Safety Realignment Fund, Building Projects Budget Unit 700000, Account No. 81522039.

BACKGROUND:

At the request of the Kings County Sheriff and support from Administration, Public Works Department developed plans and specifications to expand jail staff parking by fifteen (15) stalls. The decision was made to utilize Bush Engineering, Inc. through sole source provisions in order to capitalize on economy of scale as Bush Construction was contracted to complete the Kings County phase three Jail Expansion project. Construction of the additional parking stalls began on September 25, 2017 and was completed on November 8, 2017.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 3, 2018

SUBMITTED BY: Community Development Agency – Greg Gatzka

SUBJECT: MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

SUMMARY:

Overview:

Monthly report of the Planning Commission's actions.

Recommendation:

Information only. No formal action required.

Fiscal Impact:

None

BACKGROUND:

At their regular meeting held Monday, April 2, 2018, the Kings County Planning Commission reviewed the following:

ACTIONS AS THE PLANNING COMMISSION

Old Business

Conditional Use Permit No. 17-09 (SAC WIRELESS - VERIZON) – The Commission considered a proposal to establish a 150 lattice wireless communication facility with a fenced lease area for ground equipment located approximately one mile north of the Kings/Kern County line and one-quarter mile west of Interstate 5, Kettleman City, CA, Assessor's Parcel Number 048-370-024.

New Business

Conditional Use Permit No. 17-05 (KELLY SLATER WAVE COMPANY SURF RANCH) – The Commission considered a proposal to establish the full time operation and maintenance of an existing wave
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

April 3, 2018

Page 2 of 2

generation system for surfing programs, professional surfing events, and development of ancillary facility structures, and research and development of new prototype wave generation systems on the 155-acre site. This includes up to six professional surfing events per calendar year. Events will include professional surfing competitions, ancillary musical performances, vending (food and alcoholic beverages), and limited tent and recreational vehicle camping during a two- to three-day period (i.e., Friday through Sunday evening). Event operation time will be from 6 am to 11 pm. Attendance is estimated to be up to 8,000 guests per day, over a two- to three-day period. The Project site is located at 18556 Jackson Avenue, Lemoore on Assessor Parcel Numbers 024-080-081 and 024-080-088.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 3, 2018

SUBMITTED BY: District Attorney – Keith Fagundes/Philip Esbenshade

SUBJECT: KINGS COUNTY CRIME VICTIMS' RIGHTS WEEK

SUMMARY:

Overview:

During the week of April 8th – 14th, 2018, the Kings County District Attorney's Office Victim Witness Assistance Program honors victims' rights, increases public awareness and knowledge about the many rights and services available to people who have been victimized by crime, and promotes victim assistance and empathy through community outreach. Join us in this weeklong initiative to promote victims' rights and honor crime victims and those who advocate on their behalf.

Recommendation:

Adopt a resolution designating the week of April 8-14, 2018 as Kings County Crime Victims' Rights Week.

Fiscal Impact:

None.

BACKGROUND:

Crime Victims' Rights Week is a long standing tradition observed annually at national and local levels during the month of April. Since 1981, when President Ronald Reagan declared the first National Crime Victims' Rights Week, crime victims, survivors, and those who serve them joined together in unity to promote victims' rights, and to further efforts to prevent crime and partner to make our communities a safer and healthier place to live and work. The Kings County District Attorney's Office Victim Witness Assistance Program is planning significant community outreach and events to take place during this week.

County Counsel has reviewed and approved the resolution.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

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

IN THE MATTER OF PROCLAIMING
APRIL 8th THROUGH 14th, 2018 AS
KINGS COUNTY CRIME VICTIMS'
RIGHTS WEEK _____/

RESOLUTION NO. _____

WHEREAS, between 2016 and the first half of 2017, violent crime in America decreased by 0.8 percent and property crime decreased by 2.9 percent; and

WHEREAS, providing victims with knowledge of their rights and available services further strengthens their ability to recover by restoring a sense of self-empowerment; and

WHEREAS, only 42 percent of violent crimes and only 36 percent of property victimizations were reported to police in 2016; and

WHEREAS, only nine percent of victims of serious violent crimes receive direct assistance from a victim service agency; and

WHEREAS, National Crime Victims' Rights Week – April 8 to 14, 2018 – is an important time to collaborate across our state and Nation to celebrate the theme of “Expand the Circle. Reach All Victims.” and

WHEREAS, by joining together in partnerships to offer support and assistance to anyone who is victimized by crime, we “expand our circle” of help, hope and healing for crime survivors; and

WHEREAS, we can “reach all victims” by promoting victim services not only during National Crime Victims' Rights Week but throughout the year, in every single jurisdiction of the United States; and

WHEREAS, we recognize as individuals, communities and a nation that justice isn't served until crime victims are; and

WHEREAS, victims and survivors of crime can receive a wide range of supportive services offered by over 30,000 community- and justice system-based programs, and exercise their rights as defined by more than 32,000 Federal and state laws.

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

1. The Kings County Board of Supervisors proclaims the week of April 8 to 14, 2018, to be Kings County Crime Victims' Rights Week, and honors crime victims and those who

serve them during this week and throughout the year.

2. That this official proclamation is to be presented to the Kings County District Attorney's Victim Witness Program on April 9, 2018.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the

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

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

IN WITNESS WHEREOF, I have set my hand this _____ day of April, 2018.

By: _____
Clerk of the Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 3, 2018

SUBMITTED BY: Fire Department – Clay Smith/Matthew Boyett

SUBJECT: BULLDOZER PURCHASE AND FINANCING

SUMMARY:

Overview:

The Kings County Fire Department (KCFD) is requesting to purchase a bulldozer for fire prevention and suppression efforts.

Recommendation:

1. Adopt a Resolution to purchase a bulldozer for fire prevention and suppression efforts; and
2. Authorize the Chairman and the Fire Chief to sign the lease purchase agreement and all supporting documents with Government Capital Corporation for financing of a bulldozer.

Fiscal Impact:

There is no fiscal impact to the General Fund. The Fire Department will pay approximately \$222,361 over the life of the four year financing agreement. Each year, the Fire Department will make payments in the amount of \$55,590 starting the first year after signing. These payments will be made from a combination of Fund 1200, Budget Unit 241000, Accounts 82302200 Capital Leases, 82302300 Lease Principal, and 82305100 Interest Expense. It is anticipated once the bulldozer program is operational, the bulldozer may be used for out of County incidents that may be able to bring in revenue. It is anticipated that those revenues will pay for these purchases in time.

Payment No.	Payment Date	Total Payment	Interest Paid	Principal Paid	Buy-Out Opt.
1	04/10/2019	\$55,590	\$ 7,358	\$ 48,233	N/A
2	04/10/2020	\$55,590	\$ 5,615	\$ 49,975	N/A
3	04/10/2021	\$55,590	\$ 3,809	\$ 51,781	\$ 54,024
4	04/10/2022	\$55,590	\$ 1,938	\$ 53,652	\$ 1.00
Grand Totals		\$222,361	\$ 18,720	\$ 203,641	

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ___ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

BULLDOZER PURCHASE AND FINANCING

April 3, 2018

Page 2 of 2

BACKGROUND:

On March 20, 2018, the Board approved the purchase of a semi-truck and trailer for hauling of a bulldozer. A used 2016 Cat D6 bulldozer was found at Quinn Company in Corcoran. This specific bulldozer met the department's criteria and was being offered at an unbeatable price. Quinn Company has been gracious enough to place the bulldozer on hold for the department, at no cost, to ensure availability once the County purchasing process is carried out. After finding the bulldozer, the KCFD sought out three bids for financing over a four year term. The department received bids from Caterpillar Financial Services Corporation, Balboa Capital, and Government Capital Corporation. Based off the quoted interest rates from each vendor, it was determined that Government Capital Corporation quoted the lowest interest rate at 3.613% over the course of four years. If authorized by the Board, the KCFD will be entering into a lease-purchase agreement under the quoted terms with Government Capital Corporation.

The resolution and the lease-purchase agreement have been reviewed and approved by County Counsel.

All lease-purchase documents are on file with the Clerk of the Board.

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT **No.8159** (hereafter referred to as "Agreement") dated as of **April 9, 2018** by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **County of Kings**, a political subdivision or agency of the State of California (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein.

2. Renewal and Non-Appropriation. Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all Lease Payments called for under Exhibit B, and use its best efforts and take all steps to cause such appropriations to be made. In the event that **(i)** funds for the succeeding fiscal period cannot be obtained, **(ii)** Lessee has exhausted all legally available means for making payment called for under this Agreement, **(iii)** Lessee has invoked and diligently pursued all legal procedures by which payment called for under this agreement may be made, **(iv)** such failure to obtain funds has not resulted from any act or failure to act of Lessee, **(v)** Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those the Property or which provide similar benefits to Lessee, and **(vi)** no funds have been appropriated for the acquisition of such property, Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its successors at least sixty (60) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all Lessee's right, title and interest in and obligations under this Agreement and to all the Property, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.



5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either **(a)** replace the same with like property in good repair or **(b)** on the next Lease Payment Date, pay Lessor **(i)** all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and **(ii)** an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

12. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole

expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, subject to Section 2 hereof, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect those amounts due hereunder as lease payments for the fiscal year in which the default occurs or, in the event of a default continuing from one fiscal year into a subsequent fiscal year(s), to immediately collect as due the lease payments for each year(s) of the continuing default. Under no circumstance shall Lessor, upon default by Lessee, accelerate or collect as due any future annual lease payments for future years remaining, if any, under this Agreement. Require Lessee to perform its other obligations hereunder in which event Lessee shall be liable for those costs and expenses reasonably incurred by Lessor in securing Lessee's performance of this Agreement.

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand or notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the

Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

16. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of (i) an Event of Default hereunder and for so long as such Event of Default is continuing, or (ii) termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds there from, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security Interest herein above granted to Lessor.

23. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2018. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2018.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: County of Kings

Richard Valle
Chairman, Board of Supervisors
1400 W. Lacey Blvd.
Hanford, CA 93230

Witness Signature: _____

Print Name: _____

Print Title: _____

or

Clay Smith
Kings County Fire Chief

EXHIBIT A
DESCRIPTION OF PROPERTY

CALIFORNIA MUNICIPAL LEASE AGREEMENT No.8159 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, County of Kings
Dated as of April 9, 2018

QTY	DESCRIPTION
------------	--------------------

FIRE DEPARTMENT BULLDOZER as follows:

One (1)	2016 Cat D6K2 XL w/1443 hours includes: Hydraulic Oil, Standard 1 2493095 Guard, Track Guiding Ctr Track 22" MX XL HD Tank Fuel, Standard Rollerframe, 8/2 Heavy Duty Regional Package ADSD-N Cold Weather, 120V Package Starter, Standard Blade, 126" ARO XL Cab Standard Package Fan, Demand, Reversing, Winch Oil Change System, High Speed Protection Package, Front Shovel Fastener Cab, Protection Package Frame Bull Dozer Product Link Dual Seat, Hear and Vent Display CIC Radio, BT Ripper S/N S9A00775 Teeth Curved Set of 3 Side Windows/Screens added
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PROPERTY LOCATION:

Kings County Fire Department
280 North Campus Drive
Hanford, CA 93230

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<
CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No. 8159
(THE "AGREEMENT")
BY AND BETWEEN

Lessor: Government Capital Corporation and **Lessee:** County of Kings

Schedule dated as of April 10, 2018

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	4/10/2019	\$55,590.26	\$7,357.54	\$48,232.72	N/A
2	4/10/2020	\$55,590.26	\$5,614.90	\$49,975.36	N/A
3	4/10/2021	\$55,590.26	\$3,809.29	\$51,780.97	\$54,023.58
4	4/10/2022	\$55,590.26	\$1,938.44	\$53,651.82	\$1.00
Grand Totals		\$222,361.04	\$18,720.17	\$203,640.87	

Rate: 3.613%

Accepted By Lessee: _____
Richard Valle, Chairman, Board of Supervisors

Or

Accepted By Lessee: _____
Clay Smith, Kings County Fire Chief

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

CALIFORNIA MUNICIPAL LEASE AGREEMENT No.8159 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, County of Kings

Dated as of April 9, 2018

I, Catherine Venturella, do hereby certify that I am the duly elected or appointed and acting Clerk, Board of Supervisors (Keeper of the Records), of County of Kings, a political subdivision or agency duly organized and existing under the laws of the State of California that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain California Municipal Lease-Purchase Agreement dated as of, April 9, 2018 between such entity and Government Capital Corporation.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Richard Valle	Chairman, Board of Supervisors	_____
or		
Clay Smith	Kings County Fire Chief	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2018.

By: _____
Catherine Venturella, Clerk, Board of Supervisors

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance:**

INSURANCE COMPANY/AGENT'S:

Name: _____

Address: _____

Phone Number: _____

Policy Number: _____

I, Richard Valle, Chairman, Board of Supervisors, of County of Kings ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of April 9, 2018, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2018.

By Lessee:

Richard Valle, Chairman, Board of Supervisors

or

Clay Smith, Kings County Fire Chief

For Lessee: County of Kings

[to be retyped on letterhead of lessee's counsel]

Government Capital Corporation
Attention Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: California Municipal Lease-Purchase Agreement No.8159.

Dear Lessor,

I have acted as Counsel to County of Kings, with respect to that certain Lease Purchase Agreement No.8159, by and between Government Capital Corporation as Lessor and County of Kings as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of California with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee;
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

RESOLUTION

A RESOLUTION REGARDING A CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING A **"FIRE DEPARTMENT BULLDOZER"**.

WHEREAS, County of Kings desires to enter into that certain California Municipal Lease-Purchase Agreement dated as of April 9, 2018, by and between County of Kings and Government Capital Corporation, for the purpose of financing a **"Fire Department Bulldozer"**. The County desires to designate this Agreement as a "qualified tax exempt obligation" of the County for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The County desires to designate Richard Valle, Chairman, Board of Supervisors, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COUNTY OF KINGS:

Section 1. That the County enters into a Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing a **"Fire Department Bulldozer"**.

Section 2. That the Lease Purchase Agreement dated as of April 9, 2018, by and between the County of Kings and Government Capital Corporation is designated by the County as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the County will designate Richard Valle, Chairman, Board of Supervisors or Clay Smith, Kings County Fire Chief, as an authorized signer of the Lease Purchase Agreement Number 8159 dated as of April 9, 2018, by and between the County of Kings and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Agreement.

PASSED AND APPROVED by the Board of the County of Kings in a meeting held on the _____day of _____, 2018.

Lessee: County of Kings

Witness Signature

Richard Valle
Chairman, Board of Supervisors

Catherine Venturella
Clerk, Board of Supervisors

CERTIFICATE OF ACCEPTANCE

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No.8159 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, County of Kings
Dated as of April 9, 2018

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.

By Lessee:

Richard Valle, Chairman, Board of Supervisors

For Lessee: County of Kings

ACCEPTED on this the _____ day of _____, 2018.

2. **PROPERTY:**

FIRE DEPARTMENT BULLDOZER, SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE:_____

4. **PROPERTY LOCATION:**

Kings County Fire Department
280 North Campus Drive
Hanford, CA 93230

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

Attn: Department of Finance
1400 W. Lacey Blvd.
Hanford, CA 93230

6. **INSURANCE:** Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.

_____ Company Insured _____ Election to self-insure (in accordance with Section 10 of the Agreement).

7. **MAINTENANCE:** In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows:

_____ Maintenance Contract _____ Election to self-maintain

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____					<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
		-			-					
or										
Employer identification number										
		-								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶		Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Authorization to Pay the Vendor

Date: March 26, 2018

Re: California Municipal Lease Purchase Agreement No. 8159
(Agreement dated April 9, 2018)

I, Richard Valle, Chairman, Board of Supervisors, certify that all of the property described in "Exhibit A" (Fire Department Bulldozer) has been accepted/received and has been thoroughly examined and inspected to the complete satisfaction of County of Kings.

I hereby give Government Capital Corporation full authorization to pay Quinn CAT (vendor) for invoice dated March 7, 2018 in the amount of \$201,624.64.

COUNTY OF KINGS

Richard Valle, Chairman, Board of Supervisors

or

Clay Smith, Kings County Fire Chief

Date of Acceptance: _____

Exhibit A

QTY	DESCRIPTION
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FIRE DEPARTMENT BULLDOZER as follows:

One (1)	2016 Cat D6K2 XL w/1443 hours includes: Hydraulic Oil, Standard 1 2493095 Guard, Track Guiding Ctr Track 22" MX XL HD Tank Fuel, Standard Rollerframe, 8/2 Heavy Duty Regional Package ADSD-N Cold Weather, 120V Package Starter, Standard Blade, 126" ARO XL Cab Standard Package Fan, Demand, Reversing, Winch Oil Change System, High Speed Protection Package, Front Shovel Fastener Cab, Protection Package Frame Bull Dozer Product Link Dual Seat, Hear and Vent Display CIC Radio, BT Ripper S/N S9A00775 Teeth Curved Set of 3 Side Windows/Screens added
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PROPERTY LOCATION:

Kings County Fire Department
280 North Campus Drive
Hanford, CA 93230



SALES DELIVERY ORDER

V32

DATE: 3/7/2018 ESTIMATED DELIVERY DATE: _____ STATUS: _____
 INVOICING CUSTOMER: Fill in if Lease or Outside Financing INV. CUST #: _____ AGREEMENT #: _____
 CUSTOMER: Kings County CUST #: 355603 NEED DOC'S BY: _____
 DELIVERY ADDRESS: _____ SALESPERSON: Randy Dunbar - 144
 DELIVERY COUNTY: Kings CREDIT #: _____
 DELIVERY CITY: Hanford* CONTACT PERSON: Brandon Jones P.O. #: _____
 CONTACT PHONE #: 559-852-2884

SALE TYPE: Sale Type 1 (Non-Rental Company)
 INVOICING STORE: _____ DELIVERY INSTRUCTIONS: WILL CALL AT STORE QUINN TO DELIVER

MODEL	ID NO.	SERIAL NO.	MACHINE DESCRIPTION	AMOUNT
D6K2XL	UC0001472	DFR00200	D6K2 XL Dozer	\$187,995.00
ATTACH. REF. NO.	ID NO.	SERIAL NO.	NOMENCLATURED WORKTOOL DESCRIPTION	
			PM2 KIT included in Sales Price	\$0.00
			SIDE SCREENS INSTALLED INCLUDED IN PRICE	\$0.00
				\$0.00
				\$0.00
ATTACH. REF. NO.	ID NO.	NON-NOMENCLATURED WORKTOOL DESCRIPTION		
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

MARKETING INFORMATION		TAX INFORMATION		Property Tax:
Customer Industry Code	Principle Work Code	Sales Tax Status:	TAXABLE	Subtotal:
GV87 Public & Government	420 Forest Management,	State Sales Tax Rate:	7.250%	State Tax:
Sponsored Education and	Silviculture, Fire Control, Chipping	County Sales Tax Rate:	0.000%	City/Co Tax:
Fed Excise Tax Rate:	0.000%	City Sales Tax Rate:	0.000%	Fed Excise Tax:
				Total with Tax:
				\$201,624.64

WARRANTY			
<input type="checkbox"/> EXTENDED COVER#			\$0.00
<input checked="" type="checkbox"/> USED EQUIP#	12 Months 500 Hours Power Train And Hydraulic		\$0.00
<input type="checkbox"/> TOTAL TM&R AND			\$0.00
<input type="checkbox"/> STANDARD CATERP#			\$0.00
			Total Warranty:
			\$0.00

CA TIRE FEE	
MANDATORY \$1.75/PER TIRE CHARGE ON ALL WHEELED MACHINES	ENTER TIRE QTY ---->
	0
	\$0.00

TRADE-IN: DESCRIPTION & ALLOWANCE				Total Sale:
MODEL	SERIAL NO.	SMU	DESCRIPTION	
				\$0.00
				\$0.00
				\$0.00
TRADE-IN TOTAL:	\$0.00	TRADE-IN PAYOFF AMOUNT:	\$0.00	Net Allowance:
				\$0.00
TRADE-IN VALUE (from Used Equipment Manager):		\$0.00	DOWN PAYMENT	Amount:
				\$0.00
			Balance Due:	\$201,624.64

TERMS

CASH PRIOR TO DEI RECEIPT OF INVC

FINANCED BY: _____

CASH SALE TERMS: KINGS COUNTY Purchase Order

GOVERNMENTAL SA

COMPETITOR MAKE: _____ MODEL: _____ PRICE: _____

SPECIAL INSTRUCTIONS

INSTALL SIDE PROTECTION SCREENS ON MACHINE
 PM2 KIT INCLUDED in PRICE

Rental Conversion

CUSTOMER LITERATURE REQUESTS TO BE ARRANGED BY SALES REPRESENTATIVE: PARTS BOC PARTS O&I SERVICE MAN QUINN BINDE

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <u>County of Kings</u>		2 Issuer's employer identification number (EIN) <u>94-6000814</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <u>Catherine Venturrella, Clerk, Board of Supervisors</u>		3b Telephone number of other person shown on 3a <u>559-852-2481</u>	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>1400 W. Lacey Blvd.</u>		5 Report number (For IRS Use Only) <u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Hanford, CA 93230</u>		7 Date of issue <u>April 10, 2018</u>	
8 Name of issue <u>California Municipal Lease Purchase Agreement No.8159</u>		9 CUSIP number <u>NONE</u>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <u>Richard Valle, Chairman, Board of Supervisors</u>		10b Telephone number of officer or other employee shown on 10a <u>559-852-2481</u>	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education		11		
12 Health and hospital		12		
13 Transportation		13		
14 Public safety		14		
15 Environment (including sewage bonds)		15		
16 Housing		16		
17 Utilities		17		
18 Other. Describe ▶ <u>Bulldozer for Fire Department</u>		18	<u>\$203,640</u>	<u>87</u>
19 If obligations are TANs or RANs, check only box 19a				<input type="checkbox"/>
If obligations are BANs, check only box 19b				<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box				<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>04/10/2022</u>	<u>\$ 203,640.87</u>	<u>\$ N/A</u>	<u>2.544</u> years	<u>3.613</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest		22	<u>N/A</u>	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	<u>\$203,640</u>	<u>87</u>
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	<u>\$2,016</u>	23	
25 Proceeds used for credit enhancement	25	<u>N/A</u>		
26 Proceeds allocated to reasonably required reserve or replacement fund	26	<u>N/A</u>		
27 Proceeds used to currently refund prior issues	27	<u>N/A</u>		
28 Proceeds used to advance refund prior issues	28	<u>N/A</u>		
29 Total (add lines 24 through 28)	29	<u>\$2,016</u>		<u>23</u>
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>\$201,624</u>		<u>64</u>

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	<u>N/A</u>	<u>years</u>
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	<u>N/A</u>	<u>years</u>
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	<u>N/A</u>	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶		

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b Enter the final maturity date of the GIC ▶ _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool obligation ▶ _____		
c Enter the EIN of the issuer of the master pool obligation ▶ _____		
d Enter the name of the issuer of the master pool obligation ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 3, 2018

SUBMITTED BY: Human Services Agency - Sanja Bugay
Child Abuse Prevention Coordinating Council – Julia Patino

SUBJECT: CHILD ABUSE PREVENTION MONTH RESOLUTION

SUMMARY:

Overview:

With support from the community, parents increase their capacity to provide safe and healthy homes for their children. By doing simple acts to support children and their parents or by volunteering at a local community based organization, we have the power to prevent child abuse.

Recommendation:

Adopt a Resolution proclaiming the month of April 2018 as Child Abuse Prevention Month.

Fiscal Impact:

None

BACKGROUND:

April was first declared Child Abuse Prevention Month by presidential proclamation in 1983. Since then, April has been a time to acknowledge the importance of families and communities working together to prevent child abuse. This is also a time to promote the social and emotional well-being of children and families.

During the month of April and throughout the year, communities are encouraged to share child abuse and neglect prevention awareness strategies and activities and promote prevention across the country.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CHILD ABUSE PREVENTION MONTH RESOLUTION

April 3, 2018

Page 2 of 2

Adopting a Resolution to designate April 2018 as Child Abuse Prevention Awareness Month in Kings County will provide an opportunity for the Board of Supervisors to honor local service providers as well as bring awareness to the social issues of child abuse and neglect.

Nearly 420,914 reports of Child Maltreatment were called in to Child Protective Services throughout California over the past year. Nearly 2,109 of those reports were received by Kings County. The effects of child abuse and neglect are felt by the entire community; thus, needing the community to get involved in a meaningful solution.

The Child Abuse Prevention Coordinating Council has several events planned through the month of April to raise awareness for our local Community:

Office Decorating Contest has been organized for the community to display creativity for the entire month of April.

Pinwheel Gardens will be placed around the community on April 2, 2018

Blue Ribbon Campaign will begin April 2, 2018

Walk Against Child Abuse and Balloon Release will take place on April 28, 2018.

Kids Day at the Hanford Mall will take place on April 28, 2018.

The Children's Memorial Flag was provided by the California Department of Social Services (CDSS), Office of Child Abuse Prevention, in remembrance of those children whose lives were cut short by senseless violence. CDSS published an All County Information Notice I-94-17 which outlined a call to action and encouraged statewide participation in raising of the Children's Memorial Flag on April 27, 2018.

County Counsel has reviewed and approved the resolution.

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

IN THE MATTER OF PROCLAIMING
THE MONTH OF APRIL 2018 AS CHILD
ABUSE AWARENESS MONTH _____/

RESOLUTION NO. _____

WHEREAS, child abuse and neglect is a community condition and problem, and finding solutions depends on involvement among people in the community; and

WHEREAS, nearly 420,914 reports of Child Maltreatment were called in to Child Protective Services throughout California over the past year; and

WHEREAS, nearly 2,109 of those reports of Child Maltreatment were received in Kings County; and

WHEREAS, nearly 414 of those reports of Child Maltreatment met the criteria for an immediate response; and

WHEREAS, the effects of child abuse and neglect are felt by whole communities, and need to be addressed by the entire community; and

WHEREAS, communities must make every effort to promote programs that benefit children and their families while strengthening meaningful connections to keep our children safe; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, tribal communities and the business community; and

WHEREAS, a campaign, which introduced the pinwheel as the new national symbol for child abuse prevention “Pinwheels for Prevention” has been launched through the media, public schools, libraries, social service agencies and businesses during the month of April to celebrate and bring awareness of the great potential of all children. Pinwheel gardens will be placed in Kings County on April 2nd and displayed around the community during the entire month of April; and

WHEREAS, an office decorating contest will be held inviting all public agencies, schools, service providers, local businesses and community partners to join in the contest. The theme for 2018 is Community Strong. Awards will be given out to the winner of the contest and the names of the organizations will be announced on April 24, 2018; and

WHEREAS, the annual Walk Against Child Abuse and Kids Day event will take place on April 28, 2018. The walk will begin at the Civic Center auditorium steps and end at the Hanford Mall; and

WHEREAS, the Children's Memorial Flag will be raised on April 27, 2018 in remembrance of those children whose lives were cut short by senseless violence.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors designates the month of April 2018 as Kings County Child Abuse Awareness Month.

2. The official proclamation is to be presented to the Kings County Human Services Agency on ____.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on April 3, 2018, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 3rd day of April, 2018.

Clerk of said Board of Supervisors