



# 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* October 9, 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)      Juliana Gmur, Assistant 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 – Chad Fagundes – Koinonia 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**      **SERVICE AWARDS – Chairman**  
Presentation of 2018 Service Awards to celebrate the dedicated service our Administration, Agricultural Commissioner-Sealer, County Counsel's Office, Department of Finance, Human Resources and Sheriff's Office employees have provided to Kings County.
- IV 9:10 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: October 2, 2018**
- B. Agriculture Department:**  
Consider authorizing the Chairman to sign a Cooperative Agreement with the California Department of Food and Agriculture for the County's Exotic Pest Detection program.
- C. Fire Department:**  
Consider retroactively authorizing out of state travel request for Battalion Chief, Chris Gerking to attend Management Strategies for Success training at the national Fire Academy in Emmitsburg, Maryland from September 9-15, 2018 and for Fire Apparatus Engineer, Dolly Justin-Silveira to respond to the Cougar Fire in Entiat, Washington from August 5, 2018 to September 5, 2018.

**CONSENT CALENDAR CONTINUED**

**D. Public Works Department:**

1. Consider authorizing the Purchasing Manager to sign the Purchase Order of a commercial lawn mower from Turfstar to replace aging equipment for the Parks Division.
2. Consider accepting the dedication for In-Lieu Parcel Map 18-01 (Patricia Ruth Koch and Deborah Ann Cook, as trustees of the Robert L. Koch Family Trust. Patricia R. Koch as trustee of the Patricia R. Koch Revocable Living Trust) into the County Maintained Mileage; and authorizing the Clerk of the Board to sign the acceptance on the map.

**E. Sheriff's Office:**

1. Consider authorizing the out of state travel of three Senior Deputies, Matthew Washburn, Eric Johnson and Taylor Lopes to attend the California Association of Tactical Officers 2018 Training Conference in Reno, Nevada from November 4-9, 2018.
2. Consider authorizing Sheriff David Robinson to sign a Memorandum of Understanding between the Superior Court of California and the County of Kings for Court Security Services.

**V**

**REGULAR AGENDA ITEMS**

**9:15 AM A. Waste Management – Bob Henry**

Quarterly report of the Kettleman Hills Waste facility activities.

**9:20AM B. Health Department – Ed Hill**

Consider authorizing the Chairman to sign the Agreement with Kings Partnership for Prevention for community health assessment services.

**9:25 AM C. Administration – Rebecca Campbell**

1. Consider authorizing the closure of the Administration/Board of Supervisors building on Monday, November 5, 2018 from 8:00 a.m. to 12:00 p.m. to the public for active shooter training.
2. Consider appointment of a primary and alternate Director to the California State Association of Counties Board for 2018-2019.
3. Approve the amended schedule for 2018 Board of Supervisors' meetings at the regularly scheduled time of 9:00 a.m. every Tuesday except for specified days around holidays and during the weeks of the National Association of Counties Legislative Conference and the California State Association of Counties Annual Meeting.

**VI 9:35 AM D. Board Member Announcements or Reports**

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

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

**VII 9:40 AM E. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: County Counsel*

**VIII F. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, October 16, 2018, at 9:00 a.m.

**IX 11:00 AM G. CALIFORNIA PUBLIC FINANCE AUTHORITY- MEETING CANCELLED**

***FUTURE MEETINGS AND EVENTS***

October 16	9:00 AM	Regular Meeting
October 23	9:00 AM	Regular Meeting
October 23	11:00 AM	California Public Finance Authority Regular Meeting
October 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
October 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 30	9:00 AM	Regular Meeting
October 30	11:00 AM	Judging for County Office Halloween Decoration Contest (Tentative-subject to Board Schedule)
October 31	3:00 PM	County Employee Halloween Costume judging contest

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 9, 2018

**SUBMITTED BY:** Human Resources – Leslie McCormick Wilson

**SUBJECT:** COUNTY SERVICE AWARDS PRESENTATION

**SUMMARY:**

**Overview:**

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

**Recommendation:**

**Acknowledge employees that have completed various milestones of County Service.**

**Fiscal Impact:**

The Adopted Fiscal Year 2018-2019 Budget includes \$26,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

**BACKGROUND:**

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. At the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash or a memento based on the years of qualifying service. At this meeting, employees from the following departments will be recognized:

Sheriff's Office	Administration	Agricultural Commissioner-Sealer
County Counsel's Office	Finance	Human Resources

**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.



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## *Action Summary*

**October 2, 2018**

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

<b>Chairman:</b>	Richard Valle	(District 2)	<b>Staff:</b> Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Joe Neves	(District 1)	Juliana Gmur, Assistant County Counsel
<b>Board Members:</b>	Doug Verboon	(District 3)	Melanie Curtis, Deputy 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 B1**      **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Joanne Hawkins – Grand Jury  
PLEDGE OF ALLEGIANCE  
ALL MEMBERS PRESENT
- II B2**      **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.*  
None.
- III B3**      **EMPLOYEE RECOGNITION – Rebecca Campbell/Sonja Bugay**  
Presentation to Catherine Doll, Office Assistant III, Human Services Agency, for being selected as Outstanding Employee of the 3rd Quarter, 2018.  
INFORMATION ONLY - NOA
- IV B4**      **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: September 25, 2018**  
**B. Agriculture Department:**  
Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for County's Asian Citrus Pysllid bulk citrus program. [Agmt 18-095]  
**C. Human Services Agency:**  
Consider authorizing the Chairman to sign the Disaster CalFresh Program Memorandum of Understanding between Valley Regional counties to provide mutual aid assistance to participating partner county human services agencies in times of disaster or other emergencies. [Agmt 18-096]

**CONSENT CALENDAR CONTINUED**

**D. Information Technology Department:**

Consider approving out of state travel for Antonio Garcia, Anthony Walecki, Chris Verhaege and Dave Shubert to attend the 11<sup>th</sup> annual cybersecurity summit in Las Vegas Nevada on October 16-18, 2018.

**E. Probation Department:**

Consider authorizing the Chairman to sign an Agreement with Kings View Counseling Services to continue treatment services to probation youth. [Agmt 18-097]

**F. Public Works Department:**

Consider accepting the dedication for In-Lieu Parcel Map No. 17-05 (Randy Rodrigues, trustee of the Nelson and Luda Rodrigues Living Trust and Rodney J. Rodrigues, trustee of the Bypass Trust) into the County maintained mileage and authorizing the Clerk of the Board to sign the acceptance on the map.

**G. Administration:**

Consider approving out of state travel for Supervisors Doug Verboon and Craig Pedersen to attend the White House Conference with California Local Leaders in Washington, D.C. on October 22-24, 2018.

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

**V**

**REGULAR AGENDA ITEMS**

**B5**

**A. University of California Cooperative Extension – Kevin Day/Tiffany Watkins**

Consider adopting a Resolution proclaiming October 7-13, 2018 as 4-H Week in Kings County. [Reso 18-060]

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

**B6**

**B. Community Development Agency – Greg Gatzka**

Report on the Planning Commission's Actions at their October 1, 2018 meeting.  
**INFORMATION ONLY - NOA**

**B7**

**C. Public Works Department – Kevin McAlister/Dominic Tyburski**

Consider awarding the construction contract to VSS International, Inc. as the apparent low bidder for the Senate Bill – 1 funding Kings County Roadway Improvement Project, authorizing the Chairman to sign the construction Agreement and authorizing the Public Works Director to approve additional costs up to 10% of the contract amount. [Agmt 18-098]

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

**B8**

**D. Administration – Rebecca Campbell**

**Public Works – Kevin McAlister**

Consider authorizing the Chairman to sign the Professional Services Agreement with Teter, LLP Architectural and Engineering Services for the new Sheriff's Operations Building, total cost not to exceed \$432,000 and authorizing the Public Works Director to approve additional services as long as it does not exceed 10% of the total project cost. [Agmt 18-099]

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

**B9**

**E. Administration – Rebecca Campbell**

Consider making one appointment to the Law Library Advisory Board of Trustees.

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

**VI**

**STUDY SESSION**

**B10**

**F. Administration – Rebecca Campbell**

Presentation regarding Communities of Excellence 2026 in the local communities.  
**INFORMATION ONLY – NOA**

**VII B11**

**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 Verboon stated that on September 28, 2018 he attended the San Joaquin Amtrak Board meeting.

Supervisors Fagundes stated that he attended the Kings Waste and Recycling Authority Board of Directors meeting on September 26, 2018.

Supervisor Neves stated that he attended the Kings Waste and Recycling Authority Board of Directors and the Kings County Area Public Transit Agency Board of Directors, Kings County Association of Government meetings on September 26, 2018. He stated that he attended the Community Breakfast at the Tachi Palace benefiting Golden State Family Services and the Rockin' the Arbor concert on September 28, 2018. He stated that he attended the Legends of Lemoore Cemetery Walk on September 29, 2018 and spoke to the graduates of the Job Training Office's Road to Success Program and attended the Killer Dueling Pianos concert on September 30, 2018. He stated that he attended the opening of the Independent Living Program computer lab and the Lemoore High School performance of "The Wizard of Oz" on October 1, 2018.

- ◆ Board Correspondence: Rebecca Campbell stated that the Board received notice of a Fish and Game Commission hearing at the Radisson in Fresno on October 17, 2018 at 8:00 a.m.
- ◆ Upcoming Events: Rebecca Campbell stated that the Kettleman City Public Safety Event, including free flu shots, will be held on October 11, 2018. She stated on October 19, 2018 that the Lisa Project Interactive Exhibit will be held in the Administration Multi-Purpose Room from 11:00 a.m. – 3:00 p.m. and a Celebration of 100 Years of Service to the Kings County Agriculture Community will be held at Tachi Palace. She stated that the Links for Life Pink Passion Picnic Fashion Show, including Sheriff Dave Robinson and District Attorney Keith Fagundes, will be held on October 24, 2018. She stated that the Halloween Office Decorating Judging will take place on October 30, 2018 and the Employee Halloween Costume Contest would take place in the Board Chambers at 3:00 p.m. on October 31, 2018. She stated that the Kings County Commission on Aging is hosting the Armona Elementary Annual Trick or Treat Parade on October 31, 2018.
- ◆ Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on a future agenda: Closure of Administration building for Active Shooter Training, Agriculture Department Agreement with the California Department of Food and Agriculture for the County's Exotic Pest Detection Trapping Program, retroactive out of state travel from the Fire Department, out of state travel for the Sheriff's Office, the Waste Management quarterly report, a commercial lawn equipment purchase from Public Works, contracts for the SB 81 project, a Master Fee Schedule study session, employee recognition service awards will be presented throughout the month of October and State and Federal lobbying contracts.

**H. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
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- ◆ **Deciding to initiate litigation. 2 cases** [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: Director of Finance*
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: County Counsel*
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]  
**Negotiator: Rebecca Campbell**
  - General Association - CLOCEA
  - Supervisors Association- CLOCEA
  - Detention Deputies' Association
  - Deputy Sheriffs' Association
  - Firefighters' Association
  - Prosecutors' Association
  - Blue Collar - SEIU Local 521
  - Unrepresented Management

**REPORT OUT:** Roger Bradley, Assistant CAO reported that the Board took no reportable action in closed session today.

**REPORT OUT:** Rebecca Campbell, CAO reported on October 4, 2018 that the Board voted (JN/RV/DV/CP/RF) on October 2, 2018 to hire James Erb as the Kings County Director of Finance with a salary of \$147,648 and a start date of January 1, 2019.

**IX**

**I. ADJOURNMENT**

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

<i>FUTURE MEETINGS AND EVENTS</i>		
October 9	9:00 AM	Regular Meeting
October 9	11:00 AM	California Public Finance Authority Regular Meeting
October 16	9:00 AM	Regular Meeting
October 23	9:00 AM	Regular Meeting
October 23	11:00 AM	California Public Finance Authority Regular Meeting
October 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
October 23	2:00 PM	Kings In-Home Supportive Services Board 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 October 9, 2018

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Lynda Schrupf

**SUBJECT:** AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S EXOTIC PEST DETECTION TRAPPING PROGRAM

**SUMMARY:**

**Overview:**

The Agricultural Commissioner-Sealer contracts with the California Department of Food and Agriculture for detection trapping of exotic insects. This agreement will continue the County's Pest Detection Program from Kings County Agreement Number 17-0146 which expired June 30, 2018.

**Recommendation:**

**Authorize the Chairman to sign a cooperative agreement with the California Department of Food and Agriculture for the County's Exotic Pest Detection Program.**

**Fiscal Impact:**

Revenues of \$95,094 for this program are included in the adopted Fiscal Year 2018-19 Budget, in Budget Unit 260000, Account 81512000 (State Aid-Agriculture).

**BACKGROUND:**

The Agricultural Commissioner deploys and services insect traps according to State procedures established by this agreement to protect agriculture and the public from the introduction of exotic insects. This program provides the second line of defense against exotic pests through the early detection before they become widely established. Through early detection, the likelihood of these pests becoming established in the state is lessened. Therefore, the cost and environmental impact of eradication is minimized. The term of this agreement is from July 1, 2018 through June 30, 2019. This 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.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>18-0218</b>
REGISTRATION NUMBER <b>Vendor ID 43728</b>

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

STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

CONTRACTOR'S NAME  
**COUNTY OF KINGS**

2. The term of this Agreement is: **July 01, 2018 through June 30, 2019**



3. The maximum amount of this Agreement is: **\$ 95,094.00**  
**Ninety-Five Thousand Ninety-Four Dollars and No Cents**

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

Exhibit A – Scope of Work	1 page(s)
Attachment 1	29 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1	9 page(s)
Exhibit C* – General Terms and Conditions – GTC 4/2017	
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	3 page(s)
Exhibit F – Federal Terms and Conditions	3 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF KINGS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <b>680 NORTH CAMPUS DRIVE, SUITE B, HANFORD, CA 93230</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JENNIFER CROW, ACQUISITIONS MANAGER</b>		
ADDRESS <b>1220 N STREET, ROOM 115, SACRAMENTO, CA 95814</b>		

Exempt per: **DGS Ltr 28.8**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>18-0218</b>
REGISTRATION NUMBER <b>Vendor ID 43728</b>

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

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

CONTRACTOR'S NAME

**COUNTY OF KINGS**

2. The term of this Agreement is: July 01, 2018 through June 30, 2019



3. The maximum amount of this Agreement is: \$ 95,094.00  
 Ninety-Five Thousand Ninety-Four Dollars and No Cents

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Attachment 1	29 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1	9 page(s)
Exhibit C* – General Terms and Conditions – GTC 4/2017	
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	3 page(s)
Exhibit F – Federal Terms and Conditions	3 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF KINGS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 680 NORTH CAMPUS DRIVE, SUITE B, HANFORD, CA 93230		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JENNIFER CROW, ACQUISITIONS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

Exempt per: DGS Ltr 28.8

**EXHIBIT A  
 (Standard Agreement)**

**SCOPE OF WORK**

- Contractor agrees to provide California Department of Food and Agriculture (CDFA) services as described herein:

County shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California. Those insect pests may include, but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle and other invasive exotic pests. This Agreement includes delimitation work associated with the detection of one or more life stages of the above target pests in a county.

- Services shall be performed in and throughout the County Kings.
- The project representatives during the term of this agreement will be:

<b>State Agency:</b>	<b>Contractor:</b>
Name: Kevin Hoffman	Name: Jimmy Hook
Section/Unit: Pest Detection Emergency Projects	Section/Unit: Agricultural Commissioner
Address: 2800 Gateway Oaks Drive Sacramento, CA 95833	Address: 680 N. Campus Dr., Suite B Hanford, CA 93230
Phone: 916.654.1211	Phone: 559.852.2830
Email: kevin.hoffman@cdfa.ca.gov	Email: agstaff@co.kings.ca.us

- See Attachment 1 in Scope of Work for a detailed description of work to be performed and the duties of all parties.
- Prime Award Information:

Federal Agency:	USDA
Federal Agreement Number:	AP18PPQFO000C047
Catalog of Federal Domestic Assistance Number(s):	10-025
Total Amount Awarded to CDFA:	\$2,000,000
Effective Dates:	1/1/18 through 12/31/18

Federal Agency:	USDA
Federal Agreement Number:	AP18PPQFO000C405
Catalog of Federal Domestic Assistance Number(s):	10-025
Total Amount Awarded to CDFA:	\$425,000
Effective Dates:	7/1/18 through 6/30/19

**SCOPE OF WORK**

**AGREEMENT SPECIFICATIONS FOR STATE-COUNTY  
INSECT PEST DETECTION TRAPPING**

**Fiscal Year 2018 - 2019**

**Effective Dates: July 1, 2018 to June 30, 2019**

**AGENCY RESPONSIBILITY**

**Section 1**

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

- A. Provide all traps, trap parts and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form (60-221), which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG). The current version is on the CDFA website at: [www.cdfa.ca.gov/ITG](http://www.cdfa.ca.gov/ITG).
- E. Provide annual training programs for county trapping supervisors and trappers.
- F. Provide quality control (QC) of the county trapping program via inspections and QC plants. The current county QC plant protocol is attached and is available from the CDFA District Entomologist.
- G. Provide for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- H. 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.
- I. Assist in data conversion into CalTrap.
- J. Provide reimbursement for data conversion, iPads and accessories.

K. Provide training in the use of CalTrap.

## Section 2

### The County Agricultural Commissioner shall:

- A. Submit a completed financial plan, trapping hours worksheet, PEIR checklists, and commitment form, which are attached hereto and made part of this agreement.
- B. Hire and train personnel as needed.
- C. Provide and maintain trapping vehicles.
- D. Ensure that supervisors and trapping personnel attend training provided by District Entomologists.
- E. Ensure that all trapping activities conform to the current version of the ITG.
  1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
  2. Should there be a discrepancy between the Scope of Work or the enclosed Trapping Guidelines and the ITG, the Scope of Work and Trapping Guidelines shall supersede the ITG.
- F. Place and service the specified number of each trap type as indicated on the FY - Commitment Form (60-221).
- G. 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, reference <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
  1. 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 otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number "1" OF trap within that quint.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
  - a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
  - b. Jackson trap insert – full trap number, placement date, and trapper's initials on non-sticky side.
  - c. Delta trap – full trap number, servicing and rebaiting dates, and trapper's initials on outside.
  - d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
  - e. ChamP™ trap – full trap number, servicing dates, and trapper's initials on the top fold.
  - f. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
  - g. McPhail trap – full trap number and servicing dates on calendar card.
- H. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and GM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.
- I. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the District Entomologist, and sent to the Plant Pest Diagnostic Center in Sacramento with an accompanying Pest and Damage Record (PDR).
- J. Ensure that all county commitment traps are placed, serviced, maintained, and removed in the same manner as state funded traps and that all data collected from these traps are also maintained in the same manner as state funded traps.
- K. 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 is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The Checklist and 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](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](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>. Complete the enclosed checklist templates

for trapping by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the county dates and signs a copy of each Checklist and sends that copy to Joanne Shimada ([joanne.shimada@cdfa.ca.gov](mailto:joanne.shimada@cdfa.ca.gov)) at PD/EP headquarters at the address listed under item U to signify that the PEIR requirements were implemented.

- L. 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.
- M. 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.
- N. 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.
- O. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap website (login information will be provided upon confirmation that the county will be performing the data conversion); 2) Bulk upload – enter data into an Excel spreadsheet; 3) CDFA will enter the data. Reference the CalTrap website at [www.caltrap-info.com](http://www.caltrap-info.com) for additional information about the project.  
  
Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2018-2019.
- P. 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.



- Q. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.
- R. Allow state detection personnel and/or federal officers to perform quality control inspections on all county trap lines, including any county commitment trap lines.
- S. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a CAI number issued by CalEPA ([http://www.dtsc.ca.gov/PublicationsForms/upload/OAD\\_EPA\\_ID\\_FS.pdf](http://www.dtsc.ca.gov/PublicationsForms/upload/OAD_EPA_ID_FS.pdf)).
- U. Submit invoices along with the Report Number One monthly by postal mail or e-mail to:

Joanne Shimada  
CDFA- PD/EP  
1220 N Street, Room 315  
Sacramento, CA 95814  
[joanne.shimada@cdfa.ca.gov](mailto:joanne.shimada@cdfa.ca.gov)

1. 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.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. 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.
4. A sample invoice is included with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - a. County name
  - b. Remit to address
  - c. Date of submittal
  - d. Invoice number
  - e. Agreement name
  - f. Agreement number

- g. Billing period
  - h. Percentages of trapping activity credited to fruit flies vs. GM vs. JB
  - i. Allowable itemized charges as listed on the Financial Plan:
    - i. 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. Invoices received without an accurate Report Number One will not be paid.
    - ii. 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.
5. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in #4.
6. 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.
7. 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.
8. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of the invoice.
9. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if the fiscal year agreement funds are depleted, as this can be useful information for future budget allocations.

INVOICE

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

Invoice Number:  
 Date:  
 Agreement Number:  
 Billing Period:

A. PERSONNEL

SALARY - Detection Trooper		Title	HOURLY RATE		COST
Employee Name			HOURS	w/o BENEFITS	
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
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
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
11			0.00	\$0.00	\$0.00
12			0.00	\$0.00	\$0.00
13			0.00	\$0.00	\$0.00
14			0.00	\$0.00	\$0.00
15			0.00	\$0.00	\$0.00
16					
SALARY SUBTOTAL:					\$0.00

BENEFITS		BENEFIT RATE %	SALARY	BENEFIT COST	
Employee Name					
1		0.0000%	\$0.00		\$0.00
2		0.0000%	\$0.00		\$0.00
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
7		0.0000%	\$0.00		\$0.00
8		0.0000%	\$0.00		\$0.00
9		0.0000%	\$0.00		\$0.00
10		0.0000%	\$0.00		\$0.00
11		0.0000%	\$0.00		\$0.00
12		0.0000%	\$0.00		\$0.00
13		0.0000%	\$0.00		\$0.00
14		0.0000%	\$0.00		\$0.00
15		0.0000%	\$0.00		\$0.00
16					
BENEFIT SUBTOTAL:					\$0.00

SALARY - Non-Detection		Title	HOURLY RATE		COST
Employee Name			HOURS	w/o BENEFITS	
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
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
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
11			0.00	\$0.00	\$0.00
12			0.00	\$0.00	\$0.00
13			0.00	\$0.00	\$0.00
14			0.00	\$0.00	\$0.00
15			0.00	\$0.00	\$0.00
16					
SALARY SUBTOTAL:					\$0.00

BENEFITS		BENEFIT RATE %	SALARY	BENEFIT COST	
Employee Name					
1		0.0000%	\$0.00		\$0.00
2		0.0000%	\$0.00		\$0.00
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
7		0.0000%	\$0.00		\$0.00
8		0.0000%	\$0.00		\$0.00
9		0.0000%	\$0.00		\$0.00
10		0.0000%	\$0.00		\$0.00
11		0.0000%	\$0.00		\$0.00
12		0.0000%	\$0.00		\$0.00
13		0.0000%	\$0.00		\$0.00
14		0.0000%	\$0.00		\$0.00
15					
BENEFIT SUBTOTAL:					\$0.00

0.0000% \$0.00 \$0.00  
 BENEFIT SUBTOTAL: \$0.00

25 % Overhead (Not to exceed 20%)

OVERHEAD COST  
 SALARIES BENEFITS  
 \$0.00 \$0.00 \$0.00

TOTAL PERSONNEL COST: \$0.00

Agreement No. 18-0218  
 Exhibit A  
 Attachment 1  
 Page 8 of 29

TOTAL SUPPLY COST: \$0.00

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

HOURLY RATE HOURS COST

\$0.00 \$0.00 \$0.00  
 \$0.00 \$0.00 \$0.00  
 \$0.00 \$0.00 \$0.00  
 \$0.00 \$0.00 \$0.00

TOTAL SUBCONTRACTOR COST: \$0.00

C. SUBCONTRACTOR

TITLE

- 1
- 2
- 3
- 4

D. VEHICLE OPERATIONS

LICENSE # OWNED BY (County or State)

MILEAGE PER MONTH RATE\* COST

0.00 \$0.000 \$0.00  
 0.00 \$0.000 \$0.00  
 0.00 \$0.000 \$0.00  
 0.00 \$0.000 \$0.00  
 0.00 \$0.000 \$0.00  
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 0.00 \$0.000 \$0.00  
 0.00 \$0.000 \$0.00  
 0.00 \$0.000 \$0.00  
 0.00 \$0.000 \$0.00

STATE/COUNTY VEHICLE SUBTOTAL: \$0.00

\* Mileage rates: County vehicle = Not to exceed \$0.648 per mile. 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.  
 State-owned vehicle = \$0.285 per mile.

LICENSE # LEASED

LEASE RATE MILEAGE PER MONTH RATE\* COST

\$0.00 0.00 \$0.285 \$0.00  
 \$0.00 0.00 \$0.285 \$0.00  
 \$0.00 0.00 \$0.285 \$0.00  
 \$0.00 0.00 \$0.285 \$0.00  
 \$0.00 0.00 \$0.285 \$0.00  
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 \$0.00 0.00 \$0.285 \$0.00  
 \$0.00 0.00 \$0.285 \$0.00  
 \$0.00 0.00 \$0.285 \$0.00  
 \$0.00 0.00 \$0.285 \$0.00

LEASED VEHICLE SUBTOTAL: \$0.00

TOTAL TRANSPORTATION COST: \$0.00

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

Description

- 1
- 2
- 3
- 4

COST  
 \$0.00  
 \$0.00  
 \$0.00  
 \$0.00  
 TOTAL SUPPLY COST: \$0.00

TOTAL MONTHLY INVOICE: \$0.00

COMMENTS:

Remit payment to:

Trapping Activity	Required		Optional
	Percentage	Amount	Amount
Fruit Poles	0%		
GM	0%		
JB	0%		

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE  
 FY 2018-19 Pest Detection CalTrap

**INVOICE**

4/23/18

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

Invoice Number:  
 Date:  
 Agreement Number:  
 Billing Period:

A. CALTRAP

<u>Item</u>	<u>NO. OF SITES*</u>	<u>COST PER SITE</u>	<u>COST</u>
Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00

	<u>NO. OF DEVICES</u>	<u>COST PER DEVICE</u>	<u>COST</u>
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00

**TOTAL CALTRAP COST: \$0.00**

\*This is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

<b>TOTAL MONTHLY INVOICE:</b>	<b>\$0.00</b>
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COMMENTS:

Remit payment to:

## PEST DETECTION TRAPPING GUIDELINES (#4)

With McPhail and ChamP, Fresno District, 6 months

Fiscal Year 2018 - 2019

1. Place all traps, except gypsy moth (GM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).
2. Place GM and JB traps beginning on or prior to the season start date (normally June 1). Remove all GM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2018, and from date of placement in 2019 (May 1 or later) through June 30.
4. Ensure that McPhail traps are serviced every seven days from July 1 through October 31, 2018, and from date of placement in 2019 (May 1 or later) through June 30. For Merced, San Joaquin, and Stanislaus counties only, McPhail traps should be placed in garden sites with melon fly traps June through October; while during May, McPhail traps should be placed on properties separate from all other fruit fly traps.
5. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in urban areas are serviced every 14 days from July 1 through October 31, 2018, and from date of placement in 2019 (May 1 or later) through June 30.
6. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2018, and from date of placement in 2019 (May 1 or later) through June 30.
7. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2018, and from date of placement in 2019 (May 1 or later) through June 30.
8. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2018, and from date of placement in 2019 (June 1 or later) through June 30.
9. Ensure that GM and JB traps are serviced every 14 days from July 1 through August 31, 2018, and from June 15 through June 30, 2019, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).

**PEST DETECTION/EMERGENCY PROJECTS**

**FY 2018 / 2019 COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Jimmy Hook	COUNTY Kings
DETECTION SPECIALIST Cassandra Davis	DATE 7/20/2018

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP:	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	200	200	0	0	200	200
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
<b>TRAPPING</b>		<b>SUMMER/WINTER</b>		<b>SUMMER/WINTER</b>		<b>SUMMER/WINTER</b>	
JACKSON TRAP - MEDFLY	MF	35	/ 0	179	/ 0	214	/ 0
McPHAIL TRAP	MP	0	/ 0	101	/ 0	101	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	60	/ 0	60	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	46	/ 0	46	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	10	/ 0	10	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	214	/ 0	214	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	80	/ 0	80	/ 0
GYPSY MOTH	GM	34		49		83	
JAPANESE BEETLE	JB	30		50		80	
MISCELLANEOUS:	Apple Maggot	0		0		0	
	European Corn Borer	13		0		13	
	European Pine Shoot Moth	5		0		5	
	Western Cherry Fruit Fly	0		0		0	
		0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

# Attachment 1 - Tiering Strategy Checklist

Agreement No. 18-0218  
 Exhibit A  
 Attachment 1  
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Start Date:	July 1, 2018
Project Leader:	Jimmy Hook
Description of Activity:	Jackson traps (contain trimeclure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhall traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of Kings County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

**Part A**

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

**Part B**

		Check Applicable Requirements
<b>General Requirements</b>		
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		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	



Agreement No. 180218  
 Exhibit A  
 Attachment 1  
 Page 13 of 29

	Check Applicable Requirements
<b>Management Practices</b>	
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	✓
<b>Mitigation Measures</b>	
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	

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**Part C**

	Y/N	Justification/Rationale
<b>Step 1</b>		
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)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	Jimmy Hook
Signature*:	
End Date:	June 30, 2019

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

# Attachment 1 - Tiering Strategy Checklist

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

**Part A**

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect gypsy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

**Part B**

		Check Applicable Requirements
<b>General Requirements</b>		
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		
<b>Activity Site Specific Review</b>		
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	

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	Check Applicable Requirements
<b>Management Practices</b>	
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	✓
<b>Mitigation Measures</b>	
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
<b>Step 1</b>		
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)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

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<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	Jimmy Hook
Signature*:	
End Date:	June 30, 2019

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

# Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2018
Project Leader:	Jimmy Hook
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl proplonate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Kings County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

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**Part A**

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

**Part B**

		Check Applicable Requirements
<b>General Requirements</b>		
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		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

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Exhibit A

Attachment

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	Check Applicable Requirements
<b>Management Practices</b>	
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	✓
<b>Mitigation Measures</b>	
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

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<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	Jimmy Hook
Signature*:	
End Date:	June 30, 2019

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



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

**June 2017**

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](mailto: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.

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING  
OF DETECTION TRAPPING PROGRAMS

April 2018

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, [https://www.cdfa.ca.gov/plant/PDEP/Insect\\_Trapping\\_Guide/Index.html](https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/Index.html)).

**Types of Plants**

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

**Frequency**

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

**Preparation**

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), gypsy moth (GM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.
2. Planting specimens are pre-marked as follows:
  - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
  - b. GMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
  - c. JB's have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

- | <b><u>TRAP</u></b>              | <b><u>QCP</u></b>                                 |
|---------------------------------|---|
| a. McPhail, Multillure or ChamP | Any one of the target fly species: MF, ML, MX, OF |
| b. Trimedlure Jackson           | MF  |

- |                           |      |
|---------------------------|------|
| c. Cue-lure Jackson       | ML   |
| d. Methyl eugenol Jackson | OF   |
| e. GM                     | GM   |
| f. JB                     | JB   |
| g. EGVM                   | EGVM |

4. Only one specimen per trap will be planted.
5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.
6. All planting specimens will be in good condition, clearly showing distinguishing body parts.
7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.
7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.
8. All specimens are stored in alcohol, with the exception of EGVM and GM, which are stored dry in a freezer.
9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

### Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.
2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.
3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.
4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. GM and EGVM will be placed so that the tops of the wings are visible, and GM may be placed under the trap lip to ensure that the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be

placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

### Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., kh for Kevin Hoffman) - qcp (Quality Control Plant). As an example, 45170618khqcp would be the QCP report for Shasta County on June 18, 2017 as performed by Kevin Hoffman. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:  
TBD

QCP contact at PD/EP Headquarters:  
Kevin Hoffman  
[kevin.hoffman@cdfa.ca.gov](mailto:kevin.hoffman@cdfa.ca.gov) Fax (916) 654-0555

### Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab  
CDFA Plant Pest Diagnostics Center  
3294 Meadowview Road  
Sacramento, CA 95832-1448  
Phone: 916-262-1100

### Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

**Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.**

- 1. Fruit Flies or EGVW: Three (in any combination)**
- 2. GM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.



Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

**EXHIBIT B  
(County Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, Grant, Sub-Grant or Agreement recipient for actual expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement or Grant.

Original invoices shall include the agreement/contract number, dates of service, type of work performed, 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. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

- B. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. <http://www.calhr.ca.gov/employees/pages/travel-meals.aspx>.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Funding Sources for County Contracts, (If no Federal Funds, this Section is not applicable)**

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30<sup>th</sup> for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:

<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:

[http://www.access.gpo.gov/nara/cfr/waisidx\\_01/7cfr3016\\_01.html](http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html)

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

**Kings COUNTY DEPARTMENT OF AGRICULTURE**  
 FY 2018-19 Pest Detection Trapping Exotic Fruit Fly (FF) Financial Plan

7/19/18

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

**A. PERSONNEL<sup>1</sup>**

**1. STAFF - Detection Trappers**

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Agricultural & Standards Aide	Agricultural & Standards Aide	8.00	111.00	888.00
2 Agricultural & Standards Aide	Agricultural & Standards Aide	8.00	110.50	884.00
3 Agricultural & Standards Inspector	Agricultural & Standards Inspector	8.00	13.00	104.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
<b>Subtotal:</b>				<b>1,876.00</b>

**2. SALARIES - Detection Trappers**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Agricultural & Standards Aide	Agricultural & Standards Aide	\$20.38	888.00	\$18,097.00
2 Agricultural & Standards Aide	Agricultural & Standards Aide	\$20.38	884.00	\$18,016.00
3 Agricultural & Standards Inspector	Agricultural & Standards Inspector	\$32.58	104.00	\$3,388.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
<b>Subtotal:</b>				<b>\$39,496.00</b>

**3. BENEFITS - Detection Trappers**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Agricultural & Standards Aide	Agricultural & Standards Aide	40.0000%	\$18,097.00	\$7,239.00
2 Agricultural & Standards Aide	Agricultural & Standards Aide	40.0000%	\$18,016.00	\$7,206.00
3 Agricultural & Standards Inspector	Agricultural & Standards Inspector	40.0000%	\$3,388.00	\$1,355.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$15,796.00</b>

**DETECTION STAFF SUBTOTAL: \$55,294.00**

**4. STAFF - Non-Detection**

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Deputy Agricultural Commissioner/Sealer	Deputy Agricultural Commissioner/Sealer	8.00	13.00	104.00
2 Clerical	Clerical	4.00	12.00	48.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
<b>Subtotal:</b>				<b>152.00</b>

**5. SALARIES - Non-Detection Staff**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Deputy Agricultural Commissioner/Sealer	Deputy Agricultural Commissioner/Sealer	\$43.87	104.00	\$4,562.00
2 Clerical	Clerical	\$26.40	48.00	\$1,267.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
<b>Subtotal:</b>				<b>\$5,829.00</b>

**6. BENEFITS - Non-Detection Staff**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Deputy Agricultural Commissioner/Sealer	Deputy Agricultural Commissioner/Sealer	40.0000%	\$4,562.00	\$1,825.00
2 Clerical	Clerical	40.0000%	\$1,267.00	\$507.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$2,332.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$8,161.00**

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$45,325.00	\$18,130.00	\$16,884.00
<b>TOTAL PERSONNEL COST:</b>		<b>\$79,319.00</b>

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

Description	COST
1 Office Supplies	\$121.00
2	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$121.00</b>

**C. SUBCONTRACTOR**

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>			<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	COST	
2.00	6.00	1300.00	\$0.545	\$8,502.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$8,502.00</b>	

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

Description	COST
1	\$0.00
2	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$0.00</b>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

Pest Detection FF Trapping Cost: \$87,942.00

Pest Detection Trapping Total Cost: \$95,094.00

FF, GM, JB Cost: \$95,094.00

CalTrap Cost: \$0.00

**COMMENTS:**

Kings

COUNTY DEPARTMENT OF AGRICULTURE

FY 2018-19 Pest Detection Trapping Gypsy Moth (GM) Financial Plan

7/19/18

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

A. PERSONNEL<sup>1</sup>

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Agricultural & Standards Aide	Agricultural & Standards Aide	2.00	22.00	44.00
2	Agricultural & Standards Aide	Agricultural & Standards Aide	2.00	22.00	44.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
Subtotal:					88.00

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Agricultural & Standards Aide	\$20.38	44.00	\$897.00
2	Agricultural & Standards Aide	\$20.38	44.00	\$897.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
Subtotal:				\$1,794.00

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Agricultural & Standards Aide	40.0000%	\$897.00	\$369.00
2	Agricultural & Standards Aide	40.0000%	\$897.00	\$369.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
Subtotal:				\$718.00

DETECTION STAFF SUBTOTAL: \$2,512.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1			0.00	0.00	0.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
Subtotal:					0.00

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1		\$0.00	0.00	\$0.00
2		\$0.00	0.00	\$0.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
Subtotal:				\$0.00

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1		0.0000%	\$0.00	\$0.00
2		0.0000%	\$0.00	\$0.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
Subtotal:				\$0.00

NON-DETECTION STAFF SUBTOTAL: \$0.00

25.00% Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$1,794.00	\$718.00	\$828.00
<b>TOTAL PERSONNEL COST:</b>		<b>\$3,140.00</b>

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

Description	COST	
1	\$0.00	
2	\$0.00	
<b>TOTAL SUPPLY COST:</b>		<b>\$0.00</b>

**C. SUBCONTRACTOR**

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>			<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	COST	
2.00	4.00	200.00	\$0.545	\$872.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$872.00</b>	

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

Description	COST	
1	\$0.00	
2	\$0.00	
<b>TOTAL SUPPLY COST:</b>		<b>\$0.00</b>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

<b>Pest Detection GM Trapping Cost:</b>	<b>\$4,012.00</b>
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**COMMENTS:**

[Redacted area]

**Kings COUNTY DEPARTMENT OF AGRICULTURE**  
 FY 2018-19 Pest Detection Trapping Japanese Beetle (JB) Financial Plan

7/19/18

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

**A. PERSONNEL<sup>1</sup>**

**1. STAFF - Detection Trappers**

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Agricultural & Standards Aide	Agricultural & Standards Aide	2.00	22.00	44.00
2 Agricultural & Standards Aide	Agricultural & Standards Aide	2.00	22.00	44.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
Subtotal:				88.00

**2. SALARIES - Detection Trappers**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Agricultural & Standards Aide	Agricultural & Standards Aide	\$20.38	44.00	\$897.00
2 Agricultural & Standards Aide	Agricultural & Standards Aide	\$20.38	44.00	\$897.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
Subtotal:				\$1,794.00

**3. BENEFITS - Detection Trappers**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Agricultural & Standards Aide	Agricultural & Standards Aide	40.0000%	\$897.00	\$359.00
2 Agricultural & Standards Aide	Agricultural & Standards Aide	40.0000%	\$897.00	\$359.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
Subtotal:				\$718.00

**DETECTION STAFF SUBTOTAL: \$2,512.00**

**4. STAFF - Non-Detection**

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		0.00	0.00	0.00
2		0.00	0.00	0.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
Subtotal:				0.00

**5. SALARIES - Non-Detection Staff**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1		\$0.00	0.00	\$0.00
2		\$0.00	0.00	\$0.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
Subtotal:				\$0.00

**6. BENEFITS - Non-Detection Staff**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1		0.0000%	\$0.00	\$0.00
2		0.0000%	\$0.00	\$0.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
Subtotal:				\$0.00

**NON-DETECTION STAFF SUBTOTAL: \$0.00**

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$1,794.00	\$718.00	\$628.00
<b>TOTAL PERSONNEL COST:</b>		<b>\$3,140.00</b>

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

Description	COST	
1	\$0.00	
2	\$0.00	
<b>TOTAL SUPPLY COST:</b>		<b>\$0.00</b>

**C. SUBCONTRACTOR**

TITLE

	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>			<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	COST	
0.00	0.00	0.00	\$0.545	\$0.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>					<b>\$0.00</b>

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

Description	COST	
1	\$0.00	
2	\$0.00	
<b>TOTAL SUPPLY COST:</b>		<b>\$0.00</b>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

<b>Pest Detection JB Trapping Cost:</b>	<b>\$3,140.00</b>
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**COMMENTS:**



**Kings COUNTY DEPARTMENT OF AGRICULTURE**  
 FY 2018-19 CalTrap Financial Plan

4/23/18

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

A. CALTRAP

DATA			
CONVERSION	NO. OF	COST	
MANUAL ENTRY	SITES*	PER SITE	COST
	0.00	\$1.4000	\$0.00

DATA			
CONVERSION	NO. OF	COST	
BULK UPLOAD	SITES*	PER SITE	COST
	0.00	\$0.6323	\$0.00

DATA			
CONVERSION	NO. OF	COST	
IPAD	DEVICES	PER DEVICE**	COST
	0.00	\$0.00	\$0.00

DATA			
CONVERSION	NO. OF	COST	
IPAD ACCESSORIES	DEVICES	PER DEVICE**	COST
	0.00	\$0.00	\$0.00

DATA PLAN	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
	\$0.00	0.00	0.00	\$0.00

INSURANCE/WARRANTY (OPTIONAL)	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
	\$0.00	0.00	0.00	\$0.00

<b>FY 2018-19 CalTrap Cost:</b>	<b>\$0.00</b>
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\* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

\*\* This is total cost to include tax and fees. Reimbursement based on actual invoice.

**COMMENTS:**

[REDACTED]

**Kings COUNTY DEPARTMENT OF AGRICULTURE**  
 FY 2018-19 CalTrap Financial Plan

4/23/18

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

A. CALTRAP

DATA			
CONVERSION	NO. OF	COST	
MANUAL ENTRY	SITES*	PER SITE	COST
	0.00	\$1.4000	\$0.00

DATA			
CONVERSION	NO. OF	COST	
BULK UPLOAD	SITES*	PER SITE	COST
	0.00	\$0.6323	\$0.00

	NO. OF	COST	
IPAD	DEVICES	PER DEVICE**	COST
	0.00	\$0.00	\$0.00

	NO. OF	COST	
IPAD	DEVICES	PER DEVICE**	COST
ACCESSORIES	0.00	\$0.00	\$0.00

DATA	COST PER	NO. OF	NO. OF	COST
PLAN	MONTH	USAGE	DEVICES	
		MONTHS		
	\$0.00	0.00	0.00	\$0.00

INSURANCE/WARRANTY	COST PER	NO. OF	NO. OF	COST
(OPTIONAL)	MONTH	USAGE	DEVICES	
		MONTHS		
	\$0.00	0.00	0.00	\$0.00

<b>FY 2018-19 CalTrap Cost:</b>	<b>\$0.00</b>
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\* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

\*\* This is total cost to include tax and fees. Reimbursement based on actual invoice.

**COMMENTS:**

[REDACTED]

State of California  
 Department of Food and Agriculture  
 Plant Health and Pest Prevention Services  
 Pest Detection/Emergency Projects

County: Kings  
 Fiscal Year: 2018-19

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
MF												
MP												
CP garden												
CP rural												
CP rural res.												
OF												
ML												
GM												
JB												

weekly servcings      biweekly servcings      monthly servcings

Trap Type	# of traps	X	serv/year*	=	serv/year/trap
MF	213	X	13.00	=	2,782
MP	101	X	26.00	=	2,826
CP garden	60	X	13.00	=	780
CP rural	46	X	6.50	=	299
CP rural res.	10	X	6.50	=	65
OF	212	X	13.00	=	2,782
ML	60	X	10.83	=	866
GM	83	X	6.50	=	540
JB	80	X	6.50	=	520
Total:					11,260

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

FF TOTAL:  $10,200 \div 5.98 = 1,705.69 \times 1.1 (10\%) = 1,876.26$   
 (A) (B) (C) (D)

GM TOTAL:  $540 \div 6.78 = 80.00 \times 1.1 (10\%) = 88.00$   
 (A) (B) (C) (D)

JB TOTAL:  $520 \div 6.90 = 80.00 \times 1.1 (10\%) = 88.00$   
 (A) (B) (C) (D)

- A = Servcings/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.

**EXHIBIT D**  
**(County Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **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 State 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.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right To Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

**EXHIBIT E  
(County Agreement)**

**ADDITIONAL PROVISIONS**

**CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are available to the State by the United State Government for the Fiscal Year(s) 2018-2019 covered by this Agreement for the purposes of the program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program this contract shall be amended to reflect any reductions in funds.

The Department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

**CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS**

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

**SUBCONTRACTORS**

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

**INSURANCE REQUIREMENTS**

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

**1. General Provisions Applying to All Policies**

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten

(10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New Certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary clause – Any required insurance contained in this contract shall be primary and not excess or contributory to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an "A-" with a financial category rating of no lower than VI. If the contractor is self-insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.
- h. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

## 2. Contract Insurance Requirements

### Prime Contractor Insurance Requirements

Contractor shall display on an Acorid certificate of insurance evidence of the following coverages:

#### Commercial General Liability Insurance

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract.**

#### Automobile Liability Insurance

Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. Should the scope of the contract involve transportation of hazardous materials, evidence of an MCS-90 or equivalent is required.

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

**The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. The waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

Sub-Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

Commercial General Liability Insurance

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract**

Automobile Liability Insurance

Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. Should the scope of the contract involve transportation of hazardous materials, evidence of an MCS-90 or equivalent is required.

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

**The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. The waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

EXHIBIT F  
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:

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

2. Labor Standards

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

Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;  
Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and  
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:

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.  
Notification of violating facilities pursuant to EO 11738;  
Protection of wetlands pursuant to EO 11990;  
Evaluation of flood hazards in floodplains in accordance with EO 11988;  
Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);  
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.*);  
Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,  
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.



EXHIBIT F  
FEDERAL TERMS AND CONDITIONS

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.

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:

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

9. Confidentiality

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

Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and  
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](http://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:

Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;  
False Claims Act, 31 USC 3729; and  
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

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

EXHIBIT F  
FEDERAL TERMS AND CONDITIONS

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.

The Plant Variety Protection Act, 7 USC 2321 *et seq.*

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

Reports all subject inventions to CDFA;

Makes efforts to commercialize the subject invention through patent or licensing;

Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and

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:

Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and  
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:

Highway Safety Act of 1966 as amended (23 USC 402-403);

Government Organization and Employees Act as amended (5 USC 7902 (c));

Occupational Safety and Health Act of 1970 as amended (29 USC 668); and

Increasing Seat Belt Use in the United States (EO 13043).

Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

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.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 9, 2018

**SUBMITTED BY:** Fire Department – Clay Smith  
**SUBJECT:** OUT OF STATE TRAVEL REQUESTS  
**SUMMARY:**

**Overview:**

The Fire Department is seeking retroactive authorization for Battalion Chief Chris Gerking to attend Management Strategies for Success training at the National Fire Academy in Emmitsburg, Maryland from September 9-15, 2018, and for Fire Apparatus Engineer Dolly Justin-Silveira to respond to the Cougar Creek Fire in Entiat, Washington from August 5, 2018 to September 5, 2018.

**Recommendation:**

**Retroactively authorize the out of state travel request for Battalion Chief Chris Gerking to attend Management Strategies for Success training at the National Fire Academy in Emmitsburg, Maryland from September 9-15, 2018 and for Fire Apparatus Engineer Dolly Justin-Silveira to respond to the Cougar Fire in Entiat, Washington from August 5, 2018 to September 5, 2018.**

**Fiscal Impact:**

The training cost to the County for Battalion Chief Chris Gerking is \$128 for meal expenses. All travel, registration, and lodging are paid for by the student and reimbursed by the National Fire Academy directly to the student. The estimated cost for travel, registration and lodging is \$2,700. Fire Apparatus Engineer Dolly Justin-Silveira's travel and lodging expenses will be reimbursed by the incident.

**BACKGROUND:**

The National Fire Academy is funded by the Federal Emergency Management Agency (FEMA) through the National Emergency Training Center, which hosts training on a shared campus. Both organizations host training for public safety personnel nationwide at no cost, with the exception of meal expenses. Battalion Chief Chris

(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 REQUESTS**

**October 9, 2018**

**Page 2**

Gerking was invited to take advantage of a training opportunity through FEMA. Specifically, he was able to attend the Management Strategies for Success course, which is designed for managers to provide tools of motivation and organization. This training covered laws and best practices to be used in culturally diverse and fast changing fire service environments. The Kings County Fire Department will benefit from his enhanced training. The Kings County Fire Department is seeking retroactive approval for this request due to the department receiving Battalion Chief Chris Gerking's travel request two weeks before the training was to occur. This did not allow the department sufficient time to get the item before the board since the next meeting set for September 4, 2018 was cancelled due to the Labor Day holiday on September 3, 2018.

On August 5, 2018, the Kings County Fire Department received a single resource request for Fire Apparatus Engineer Dolly Justin-Silveira to respond as a Radio Operator to the Cougar Creek Fire in Entiat, Washington. Fire Apparatus Engineer Justin-Silveira was committed and dispatched to the incident on August 5, 2018 and returned home September 5, 2018. Due to the emergency nature of providing mutual aid to another jurisdiction, the Department was not able to submit a travel request before being dispatched to provide assistance; as a result, the Department is requesting retroactive approval of this out-of-state travel.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 9, 2018

**SUBMITTED BY:** Public Works Department- Kevin McAlister/Tim Breshears/Mel Laningham

**SUBJECT:** PURCHASE OF COMMERCIAL LAWN MOWER EQUIPMENT

### **SUMMARY:**

#### **Overview:**

Public Works Department requests your Board's approval to purchase a commercial lawn mower from Turfstar as sole source procurement in order to replace aging equipment.

#### **Recommendation:**

**Authorize the Purchasing Manager to sign the Purchase Order of a commercial lawn mower from Turfstar for the Parks Division.**

#### **Fiscal Impact:**

The lawn mower cost of \$117,304 is included in the adopted Fiscal Year 2018-19 Budget, in Budget Unit 925600, Account 82440218 (Mower).

### **BACKGROUND:**

The Parks Division's current Toro mower is nearing the end of its useful life, so Fleet Division is requesting the sole source purchase of an updated model from the same company. There is approximately \$5,000 in spare parts on the shelf for the existing Toro mower including belts, filters, wheels, and tires that are compatible with the new model. The Parks Division equipment service worker has over 15 years experience working on this product, which greatly reduces trips to the dealer for repairs. He also has experience working with other manufacturers, and can attest to the superior product knowledge and accuracy of ordered parts over other manufacturers. These large mowers are typically made for golf courses and schools with smooth grounds for playability. County parks are rough terrains, and the Toro units have proven their value in this environment and to the County through the years. The Purchasing Manager agrees with this sole source purchase.

**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 October 9, 2018

**SUBMITTED BY:** Public Works Department – Kevin McAlister

**SUBJECT:** IN-LIEU PARCEL MAP 18-01 DEDICATION

**SUMMARY:**

**Overview:**

This dedication is required by the Kings County Improvement Standards, Resolution 03-67, adopted by your Board on May 6, 2003.

**Recommendation:**

1. Accept the dedication for In-Lieu Parcel Map 18-01 (Patricia Ruth Koch and Deborah Ann Cook, as trustees of the Robert L. Koch Family Trust. Patricia R. Koch as trustee of the Patricia R. Koch Revocable Living Trust) into the County Maintained Mileage; and
2. Authorize the Clerk of the Board to sign the acceptance on the map.

**Fiscal Impact:**

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund.

**BACKGROUND:**

The owners of the parcel to be subdivided, (Patricia Ruth Koch and Deborah Ann Cook, as trustees of the Robert L. Koch Family Trust. Patricia R. Koch as trustee of the Patricia R. Koch Revocable Living Trust) were required to dedicate additional right-of-way along the frontage of Benicia Avenue as a condition of approval of this land division. This land division is located on Benicia Avenue east of 7th Avenue.

**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 October 9, 2018

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** OUT OF STATE TRAVEL

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office is requesting approval for the out of state travel of three Senior Deputies, Matthew Washburn, Eric Johnson, and Taylor Lopes, to attend the California Association of Tactical Officers 2018 Training Conference in Reno Nevada from November 4-9, 2018.

**Recommendation:**

**Authorize the out of state travel of three Senior Deputies, Matthew Washburn, Eric Johnson, and Taylor Lopes, to attend the California Association of Tactical Officers 2018 Training Conference in Reno Nevada from November 4-9, 2018.**

**Fiscal Impact:**

The full cost of training, not to exceed \$3,250, will be paid out of the Sheriff's Office travel budget.

**BACKGROUND:**

The California Association of Tactical Officers (CATO) was founded in 1997 to enhance the proficiency and professionalism of special weapons and tactics officers by providing superior training and a forum to exchange information and ideas. The annual conference hosts approximately 1,000 Special Weapons and Tactics (SWAT) officers, supervisors and commanders from teams throughout the Western United States. The conference features educational seminars and presentations on emerging trends, tactics, legal issues, leadership and lessons learned. This training is not offered in California.

**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 October 9, 2018

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** MEMORANDUM OF UNDERSTANDING BETWEEN THE SUPERIOR COURT OF CALIFORNIA AND THE COUNTY OF KINGS FOR COURT SECURITY SERVICES

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests authorization for Sheriff David Robinson to sign a Memorandum of Understanding between the Superior Court of California and the County of Kings for Court Security Services.

**Recommendation:**

**Authorize Sheriff David Robinson to sign a Memorandum of Understanding between the Superior Court of California and the County of Kings for Court Security Services.**

**Fiscal Impact:**

The funding for Security Services is provided directly to the County by the State of California. The County and Sheriff are not obligated to provide services in excess of the amount allocated. In the event costs for services are projected to exceed the funding allocated to the County, the Sheriff and Court agree to discuss the agreement for potential ways to reduce costs, which may include amending the agreement.

**BACKGROUND:**

Your Board approved a Memorandum of Understanding (MOU) and Court Security Plan on February 9, 2016. The updated MOU and Court Security Plan is effective as of July 1, 2018, and shall remain in full force and effect until June 30, 2020 unless terminated as outlined in the MOU.

The Sheriff will continue to provide security services, as outlined in the MOU, to the Superior Court of

(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**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE SUPERIOR COURT OF CALIFORNIA AND THE COUNTY OF KINGS FOR COURT SECURITY SERVICES**

**October 9, 2018**

**Page 2 of 2**

California, Hanford Courthouse, located at 1640 Kings County Drive. The Sheriff's Office agrees to provide bailiff services for a minimum of eight (8) courtrooms. The Court will also provide funding, not to exceed \$10,000, to the Sheriff to fund an extra help position for the provision of a bailiff through June 30, 2020.

The MOU has been reviewed by County Counsel.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 9, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell  
Waste Management – Bob Henry

**SUBJECT:** KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

**SUMMARY:**

**Overview:**

Quarterly report of facility activities at the Kettleman Hills Hazardous Waste Facility. The report will be given by representatives from the company Chemical Waste Management, who operates the facility.

**Recommendation:**  
**Information Only**

**Fiscal Impact:**  
None

**BACKGROUND:**

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073 which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM). As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, "That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies." In accordance with these provisions, the General Manager will attend the meeting updating your Board on the previous quarter's activities. The Board also may, from time to time, require special reports concerning specific items or activities about which they are concerned in addition to the regular update.

**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 October 9, 2018

**SUBMITTED BY:** Health Department-Ed Hill

**SUBJECT:** AGREEMENT WITH KINGS PARTNERSHIP FOR PREVENTION FOR  
COMMUNITY HEALTH ASSESSMENT SERVICES

**SUMMARY:**

**Overview:**

Public Health is seeking to enter into an agreement with the Kings Partnership for Prevention (KPFP) for community health assessment (CHA) evaluation and reporting services.

**Recommendation:**

**Authorize the Chairman to sign the Agreement with Kings Partnership for Prevention for community health assessment services.**

**Fiscal Impact:**

There is no cost to the County General Fund. The Health Department will use Health Realignment funds to cover the costs for these services, not to exceed \$30,000 annually, for the three (3) year term of the agreement. Health Realignment funds for this purpose were included in the Department's Fiscal Year 2018-2019 budget in Budget Unit 411100.

**BACKGROUND:**

Kings County Public Health Services is preparing to begin the public health accreditation process through the Public Health Accreditation Board (PHAB). PHAB is a nonprofit organization dedicated to advancing the continuous quality improvement of tribal, state, local, and territorial public health departments. Through the accreditation process, health departments identify strengths and areas for improvement, improved partnerships, improved process, and increased accountability. The initial steps to public health accreditation include: the Community Health Improvement Plan (CHIP), strategic plan, and a quality improvement plan.

(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**

### **AGREEMENT WITH KINGS PARTNERSHIP FOR PREVENTION FOR COMMUNITY HEALTH ASSESSMENT SERVICES**

**October 9, 2018**

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The PHAB recommends that public health agencies seeking accreditation subcontract certain aspects of these requirements, such as the CHA, when possible. This recommendation has two objectives:

- 1) It removes any bias or opportunities for group think from the respective department; and
- 2) Many community based organizations often already include the diversity of membership necessary to provide the county-wide perspective needed for the creation of a comprehensive CHA.

KPFP is a community based organization in Kings County with experience in the administration of county-wide surveys and assessments. Additionally, KPFP's diverse membership and leadership, which includes Public Health, already includes the majority of the needed representation for a comprehensive CHA creation as established by the PHAB. The PHAB requires the creation, or convening, of a local partnership representative of community populations and health challenges. PHAB requires the following, non-exclusive participation in the CHA process:

- Local Government
- Law Enforcement
- Correctional Agencies
- Economic Development
- School Representatives
- For-Profit and Non-Profit Representatives
- Hospitals
- Military Installations
- Representation of two or more populations at higher risk for poor health outcomes

Finally, the CHA is not a static process, and it requires consistent re-assessments and evaluation throughout the year. The CHA is also extremely important in the planning cycle for public health departments. This cycle consists of the CHA, CHIP, strategic plan, budgeting for identified strategies, and quality improvement plan, which focus on continual evaluation and adjustments to implemented strategies and processes. As a result, the CHA and associated other planning processes have to be constantly re-evaluated and adjusted accordingly. Because of these needs, KPFP will continually monitor, adjust, and report CHA changes during the three year term of the agreement.

This Agreement has been reviewed by County Counsel.

## COUNTY OF KINGS

### AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the 4<sup>th</sup> day of October, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Kings Partnership for Prevention, a local community coalition (hereinafter "Contractor").

#### RECITALS

WHEREAS, County provides public health services throughout the County of Kings; and

WHEREAS, County requires the creation of a Community Health Assessment that meets the Public Health Accreditation Board standards; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

#### 1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the Scope of Work as set forth in **Exhibit A**.

#### 2. RESPONSIBILITIES OF COUNTY

County will attend and participate in Contractor's programs and memberships as well as assist in the facilitation and, where indicated, the completion of the Community Health Assessment.

County will review this Agreement on an annual basis and negotiate any requested amendments with Contractor.

#### 3. RESPONSIBILITY OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times using its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits,

as required to perform the work under this Agreement.

Contractor shall complete a preliminary findings Community Health Assessment report, in a format to be agreed upon by both parties, and deliver said report to the County of Kings Public Health Services Department by December 31, 2018.

Contractor shall complete a Community Health Assessment and deliver said Community Health Assessment, in a format to be agreed upon by both parties, to the County of Kings Public Health Services Department on, or before, October 1<sup>st</sup> annually.

Contractor shall provide monthly status reports on the progress of the Community Health Assessment in an agreed upon format containing the following minimum elements:

- a. Report Timeframe
- b. Name of person completing the report
- c. Actions/functions held during the reporting time period
- d. Current progress
- e. Any identified barriers and strategies implemented to address said barriers
- f. Current draft for the Community Health Assessment

Contractor shall obtain County's approval before distributing any correspondence, to include but not limited to: documents, publications, public communication, or other communications in all mediums related to the Community Health Assessment process, procedures, or requirements.

Contractor shall include the Kings County Public Health Department logo in the top left corner of all correspondence, in all mediums, related to the Community Health Assessment process, procedures, or requirements.

Contractor will review this Agreement on an annual basis and negotiate any requested amendments with County.

#### **4. COMPENSATION**

Contractor shall be reimbursed in monthly payments of \$2,500 not to exceed \$30,000 annually. Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement.

#### **5. METHOD OF PAYMENT**

Upon submission of monthly invoices by Contractor, and upon approval of County's representative, County shall pay Contractor payments of \$2,500 monthly for services rendered. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method. Contractor will provide quarterly reports reviewing all progress updates.

**6. TERM**

The term of this Agreement shall begin August 1, 2018, and shall end on July 31, 2021.

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

**7. RECORDS AND INSPECTIONS.**

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

**8. AMENDMENTS**

This Agreement may be modified only by a written amendment signed by the parties.

**9. TERMINATION**

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

- A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.
- B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

- C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.
- D. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

## 10. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to County. Such Certificate shall be mailed as set forth under the Notice Section of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.



## **11. INDEMNIFICATION**

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

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

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

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

## **12. INDEPENDENT CONTRACTOR**

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

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

**13. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

**14. CONFIDENTIALITY**

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

**15. CONFLICT OF INTEREST**

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

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

**16. DRUG FREE WORKPLACE**

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

**17. NONDISCRIMINATION**

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

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**18. ADA COMPLIANCE**

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

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall have available a copy of County's ADA grievance procedures as set forth in the County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit B**.

**19. SUBCONTRACTORS**

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

**20. ASSIGNMENT**

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

**21. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

**22. OWNERSHIP OF DOCUMENTS**

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk.

No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**23. NOTICE**

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

**COUNTY:  
COUNTY OF KINGS  
330 CAMPUS DRIVE  
HANFORD, CA 93230**

**CONTRACTOR:  
KINGS PARTNERSHIP FOR PREVENTION  
450 KINGS COUNTY DRIVE, SUITE 104  
HANFORD, CA 93230**

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**24. CHOICE OF LAW**

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

**25. SEVERABILITY**

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

**26. SURVIVAL**

The following sections shall survive the termination of this Agreement: Section 8 Records and Inspections, Section 12 Indemnification, and Section 15 Confidentiality.

**27. TITLES TO BE DISREGARDED**

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**28. NO THIRD PARTY BENEFICIARIES.**

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be

construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

**29. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES**

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

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

**30. AUTHORITY**

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

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

COUNTY OF KINGS

KINGS PARTNERSHIP FOR PREVENTION

By: \_\_\_\_\_  
Richard Valle, Chairman  
Board of Supervisors

By: Julie LeFils  
Julie LeFils, Executive Director  
Kings Partnership for Prevention

ATTEST:

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

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

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

Exhibits/Attachments:  
**Exhibit A:** Scope of Work  
**Exhibit B:** Kings County ADA Grievance Procedures

## Exhibit A

### Scope of Work:

Contractor agrees to create a Community Health Assessment (CHA) using the Public Health Accreditation Board processes, procedures and community partnerships which include:

#### **1. Local partnership that develops a comprehensive CHA of the population served by the Health Department (Measure 1.1.1)**

- a. Participation of representatives from a variety of sectors of the local community
  - i. Contractor must document that the CHA process includes participation of partners that represent community populations and health challenges
  - ii. Collaboration must include various sectors of the community, as appropriate for the community: *for example local government (elected officials, law enforcement, correctional agencies, housing and community development, economic development, parks and recreation, planning and zoning, schools boards, etc.); for-profits (businesses, industries, and major employers in the community); not-for-profits (chamber of commerce, civic groups, hospitals and other health care providers, local Childhood and Women's Death Review organizations, public health institutes, environmental public health groups, groups that represent minority health, etc.); community foundations and philanthropists; voluntary organizations; health care providers (including hospitals); academia; CDPH; tribal health departments located in the LHD jurisdiction; military installations located in the LHD jurisdiction*
  - iii. Representation of two or more populations that are at higher health risk or have poorer health outcomes must be included
  - iv. *Documentation could be, for example, a membership list and meeting attendance records*
- b. Regular meetings or communications with partners
  - i. Contractor must document that the partnership meets and communicates on a regular basis to consider new data sources, review newly collected data, consider assets and resources that are changing, and conduct additional data analysis
  - ii. *Documentation could be, for example, meeting agenda, meeting minutes, and copies of emails. Documentation could also be reports or other documents that show meeting frequency*
- c. The process used to identify health issues and assets
  - i. Contractor must document the collaborative process used to identify and collect data and information, identify health issues, and identify existing local assets and resources to address health issues
  - ii. The process used may be an accepted national model; state-based model; a model from the public, private, or business sector; or other participatory process model
  - iii. When a specific model is not used, the key steps undertaken that outline the process used should be described
  - iv. *National models include: Mobilizing for Action through Planning and Partnerships (MAPP); Association for Community Health Improvement (ACHI) Assessment Toolkit; Assessing and Addressing Community Health Needs (Catholic Hospital Association of the US); University of Kansas Community Toolbox*

- v. *Examples of tools or resources that can be adapted or used throughout, or as part of, the community health assessment process include: NACCHO's Resource Center for Community Health Assessments and Community Health Improvement Plans; Community Indicators process project; Asset Based Community Development model; Tribal Accreditation Readiness Guidebook and Roadmap; Inter Tribal Council of Arizona's Tribal CHA Toolkit; National Public Health Performance Standards Program (NPHPSP); Assessment Protocol for Excellence in Public Health (APEX/PH); Guide to Community Preventive Services; Healthy People 2020, RWJ County Health Rankings and Roadmaps: Assess*

**2. A local CHA that includes (Measure 1.1.2):**

- a. Data and information from various sources contributed to the CHA and how the data were obtained:
  - i. Evidence that comprehensive, broad-based data and information from a variety of sources were used to create health assessment
  - ii. Qualitative data as well as quantitative data must be utilized. *Qualitative data may address, for example, the community's perception of health, factors that contribute to higher health risks and poorer health outcomes, attitudes about health promotion and health improvement. Data collection methods include, for example: surveys, asset mapping, focus groups, town forums, community listening sessions. Quantitative data may, for example, include: vital statistics, graduation rates, morbidity and mortality numbers and rates, rates of behavioral risks, such as tobacco use.*
  - iii. Both primary data and secondary data. *Examples of sources of secondary data include: federal, Tribal, state, and local data; hospitals and health care providers; local schools; academic institutions; other departments of government (recreation, public safety, etc.); community not-for-profits. Data sources also include, for example, County Health Rankings, Community Health Needs Assessment Toolkit, CDC Community Health Status Indicators, County Health Rankings, CDC Disability and Health Data System, US Census American Factfinder, Dartmouth Atlas of Health Care, National Health Indicators Warehouse, CDC Wonder, Tribal Epidemiology Centers*
  - iv. Non-traditional and non-narrative data collection techniques are encouraged. *For example: an assessment may include photographs taken by members of the Tribe or community in an organized assessment process to identify environmental (including the built environment) health challenges*
  - v. *Examples of primary data include: local surveys (for example, surveys of high school students and/or parents), focus groups (for example, to discuss community health issues), other data that the Health Department collects to better understand contributing factors or elements of secondary data sets*
- b. Demographics of the population
  - i. A description of the demographics of the population of the jurisdiction served by the Health Department, *for example: gender, race, age, socioeconomic factors, income, disabilities, mobility (travel time to work or to health care), educational attainment, home ownership, employment status, immigration status, sexual orientation, etc.*
- c. Description of health issues and specific descriptions of population groups with particular health issues and inequities.
  - i. A description of the health issues of the population and their distribution, based on the analysis of data listed above

- ii. Address the existence and extent of health disparities between and among specific populations in the community or areas in the community
- iii. Populations with an inequitable share of poorer health outcomes must be identified.
- d. Description of factors that contribute to specific populations' health challenges
  - i. Contributing causes of the health challenges, *for example: behavioral risk factors, environmental factors (including the built environment), socioeconomic factors, policies (e.g., zoning, taxation, education, transportation, insurance status, etc.), injury, maternal and child health issues, infectious and chronic disease, resource distribution (e.g., grocery stores), unique characteristics of the community that impact on health status*
  - ii. Multiple determinants of health, especially social determinants
  - iii. Health disparities and high health-risk populations
  - iv. Community factors that contribute to higher health risks and poorer health outcomes of specific populations
- e. Description of existing community or assets or resources to address health issues
  - i. A listing or description of the assets and resources that can be mobilized and employed to address health issues
  - ii. These must include other sectors, *for example: a local park or recreation center can encourage physical activity; similarly, local farmers' markets can be vehicles to promote healthful eating, and a school district can partner with the Health Department to provide health education*

**3. Opportunity for the local community at large to review and contribute to the assessment (Measure 1.1.2)**

- a. Contractor must document that the preliminary findings of the assessment were distributed to the community at large and that the community's input was sought
- b. *Examples of methods to seek community input include: publication of a summary of the findings in the Triball/local press with feedback or comment forms, publication on the Health Department's website and website comment form, community/town forums, listening sessions, newsletters, presentations and discussions at other organizations' local meetings, etc.*

**4. The ongoing monitoring, refreshing, and adding of data and data analysis (Measure 1.1.2)**

- a. Contractor must document the gathering of information, collection of data, conduct of community dialogues, and/or identification of community assets specific to populations and/or geographic areas in the community where health inequities and poorer health indicators were identified in the CHA
- b. Additional data analysis is expected to be neighborhood/community specific in order to understand health inequities and the factors that create them
- c. Geographic information analysis of socioeconomic conditions would be appropriate information to include in an annual update or supplement
- d. *Examples of community dialogue include organizing town meetings, conducting focus groups, participating in other local organizations' community meetings (e.g., church community meetings, school public meetings, community association meetings or assemblies, etc.), conducting open forums, and conducting group discussions with specific populations (e.g., teenagers, young mothers, residents of a specific neighborhood, etc.)*
- e. *Documentation could be, for example, reports of data and their analysis, findings from a focus group, meeting minutes where health issues or needs were discussed, reports of open forums, etc.*



- f. *Documentation of attendance at a meeting is not sufficient; documentation of the information gathered and analyzed is required*

**5. Information provided to partner organizations concerning the availability of the CHA (Measure 1.1.3)**

- a. Contractor, in conjunction with the Public Health Services Department, must document how it informs partners, stakeholders, other agencies, associations, and organizations of the availability of the CHA
- b. *Documentation could be, for example, emails to partners and stakeholders providing information of how to access the assessment; announcements in Public Health Services Department newsletters; articles in newspapers; digital media, Health Department tweet or Facebook; public service announcements, and local news announcement*

**6. The availability of the community health assessment findings to the public (Measure 1.1.3)**

- a. Contractor, in conjunction with the Public Health Services Department, must document how it communicates the CHA findings to the public
- b. *Documentation could be, for example, evidence of distribution of the assessment to libraries or the publication of the CHA on the Public Health Services Department's website. Summaries of the findings could be, for example, published in newspapers, outlined in the Department's newsletter, linked to from the Department's Facebook page, or published on the Department's website*



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 9, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** OFFICE CLOSURE FOR ACTIVE SHOOTER TRAINING

**SUMMARY:**

**Overview:**

The District Attorney's Office has graciously offered to conduct an interactive training for the County Administrator's Office on how to respond and react in the event of an active shooter entering the building. Therefore, the training requires the closure of the Administration/Board of Supervisors building during the training session, which will be a four hour period on November 5, 2018.

**Recommendation:**

**Authorize the closure of the Administration/Board of Supervisors building on November 5, 2018 from 8:00 a.m. to 12:00 p.m.**

**Fiscal Impact:**

None.

**BACKGROUND:**

A number of tragic events have been in the news over the past several years involving an armed individual entering into a school, business, or government office and opening fire on a group of innocent people. These events are horrific and chaotic, which makes for the utmost importance to have an established and practiced plan to deal with such events. Planning and practice greatly increase the odds of survival during an active shooter situation. The District Attorney's Office has experience in providing Active Shooter Training, and has offered to provide training to the County Administrator's Office, Human Resources and County Counsel staff. The District Attorney's Office will present staff with realistic scenarios that may occur should an aggressive person with a firearm enter the building.

(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**

### **OFFICE CLOSURE FOR ACTIVE SHOOTER TRAINING**

**October 9, 2018**

**Page 2 of 2**

In order to avoid any confusion or undue stress on any non-participants, staff will email all County employees to inform them of the closure and training event. Additionally, informational flyers will be posted at public restrooms the week before the training to inform staff about the training, where to obtain additional information, and the location impacted on campus. In order to not alarm the public and for those attending to remain focused, staff requests your Board approve the closure of the Administration/Board of Supervisors building for a four hour period on November 5, 2018.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 9, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** PRIMARY AND ALTERNATE DIRECTOR APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

**SUMMARY:**

**Overview:**

Under provisions of the California State Association of Counties (CSAC) Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. The 2018 conference will be held in San Diego, California, November 27 - 30, 2018. Any member of the Board of Supervisors is eligible for the directorship.

**Recommendation:**

Pursuant to Board policy, the Administrative Office makes no recommendations on commission and advisory board appointments.

**Fiscal Impact:**

None.

**BACKGROUND:**

Two (2) vacancies exist on the CSAC Board of Directors to represent Kings County on this Board: one regular member and one alternate for 2018. The term of the appointment is for a one-year period commencing on the first day of the CSAC annual conference and terminating the day before the conference in 2019. Both a primary Director and an alternate Director, should the primary be unavailable to attend a meeting, are requested to be appointment. Attached is the notification to be filled out upon selection by your Board and a roster for the Board of Directors from 2018. CSAC's Board of Directors and Executive Committee meet regularly throughout the year to set the Association's policy and direction. CSAC also host two major conferences, an Annual Fall meeting which rotates between northern and southern California and a Spring Legislative conference in Sacramento.

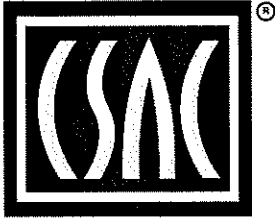
**BOARD ACTION:**

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.



California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327-7500  
Facsimile (916) 321-5047

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September 27, 2018

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

**RE: Selection of CSAC Board of Directors Members**

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year terms of office commencing with the first day of the CSAC annual conference. This year, that will be on Tuesday, November 27, 2018. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's nomination.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2019 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Valentina Dzebic of my staff at (916) 327-7500 x508 or by email at [vdzebic@counties.org](mailto:vdzebic@counties.org).

Enclosures

cc: 2018 Board of Directors  
Clerks, Board of Supervisors

# CALIFORNIA STATE ASSOCIATION OF COUNTIES

## Board of Directors

2018

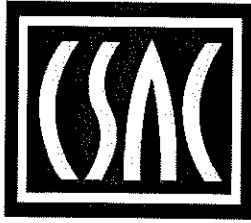
**SECTION**  
U=Urban  
S=Suburban  
R=Rural

President:  
First Vice President:  
Second Vice President:  
Immediate Past President:

Leticia Perez, Kern  
Virginia Bass, Humboldt  
Lisa Bartlett, Orange  
Keith Carson, Alameda

<b>SECTION</b>	<b>COUNTY</b>	<b>DIRECTOR</b>
U	Alameda County	Scott Haggerty
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Bill Connelly
R	Calaveras County	Michael Oliveira
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	John Viegas
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Jim Steele
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	Tom Wheeler
S	Marin County	Damon Connolly
R	Mariposa County	Marshall Long
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield
U	Orange County	Lisa Bartlett
S	Placer County	Jim Holmes
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters
R	San Benito County	Jaime De La Cruz
U	San Bernardino County	James Ramos
U	San Diego County	Greg Cox

U	San Francisco City & County	Malia Cohen
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Lynn Compton
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Steve Worthley
R	Tuolumne County	Sherri Brennan
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Doug Lofton



California State Association of Counties  
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## NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2018 – 2019

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2018 – 2019 Association year beginning Tuesday, November 27, 2018.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference (Nov. 27 – 30, 2018) in San Diego, San Diego County?

Yes:

No:

**PLEASE RETURN BY NOVEMBER 9, 2018 TO:**

Valentina Dzebic  
California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Email: [vdzebic@counties.org](mailto:vdzebic@counties.org)  
Fax: (916) 441-5507





**Agenda Item**

**SECOND REVISION TO THE BOARD MEETING SCHEDULE FOR 2018**

**October 9, 2018**

**Page 2 of 2**

January 2, 2018 – Tuesday after New Year's Day

January 16, 2018 – Tuesday after Martin Luther King Day

February 20, 2018 – Tuesday after President's Day

March 6, 2018 – National Association of Counties (NaCO) Legislative Conference  
in Washington, D.C.

May 1, 2018 – Employee Recognition Barbeque

May 29, 2018 – Tuesday after Memorial Day

July 3, 2018 – Tuesday before July 4, 2018 Holiday

September 4, 2018 – Tuesday after Labor Day

**New *November 13, 2018 – Tuesday after Monday Observance of Veteran's Day***

November 27, 2018 – California State Association of Counties (CSAC) Annual meeting  
in San Diego County

December 25, 2018 – Christmas Day and County Holiday closure