

Board Members

Doug Verboon, District 3, Chairman
Craig Pedersen, District 4, Vice Chairman
Joe Neves, District 1
Richard Valle, District 2
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, July 14, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The County of Kings hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Supervisors by teleconference going forward, and will close its Board Chambers to the public generally, except as described below, until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, the County of Kings will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers. Members of the public who choose to attend the meeting virtually, using certain digital or landline phones, may listen to the audio broadcast of the meeting, but will not be able to comment during the meeting. Only those members of the public who cannot participate virtually, due to a need for a special accommodation (vision, hearing, etc.), may attend the meeting in the Board Chambers where efforts will be made to allow adequate social distancing and to ensure that exposed surfaces are sanitized. No more than 10 individuals will be allowed in the Board Chambers at a time. To secure the accommodation consistent with the American's with Disabilities Act and to attend in person, interested parties will need to contact the Clerk of the Board of Supervisors as directed below no later than 8:30 a.m. the morning of the meeting.

Members of the public who wish to participate in the meeting virtually can do so one of three ways: Via the worldwide web; by telephone; or by postal or electronic mail. Members of the public, who participate via their computers or through the WebEx app, may provide public comment at the meeting by using the "Raise Your Hand" function. Public comment will be limited to two (2) minutes during the "Unscheduled Appearances" section of the meeting. Public comment will not be available via phone. All others who wish to submit comments may only do so as outlined below.

- **Web Access:** To access the meeting via computer, please go to the County's homepage (<https://www.countyofkings.com/>) and click on the link that says **Join Meeting**. You may also participate from your smart phone by downloading the **WebEx Meetings app** to your smartphone. After opening the app, click on **Join Meeting**, and then enter the meeting information. The **meeting number 133 816 1473** and the **password is KingsBOS**.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 133 816 1473#**.
- For members of the public who wish to participate, but are unable to do so virtually, you may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either Catherine.Venturella@co.kings.ca.us or Melanie.Curtis@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to:

Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Robert Needham – Kings County Sheriff’s Chaplain
PLEDGE OF ALLEGIANCE
- II. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
- III. APPROVAL OF MINUTES**
A. Approval of the minutes from the June 30, 2020 regular meeting and the July 7, 2020 special meeting.
- IV. CONSENT CALENDAR**
A. Agriculture Department:
 1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Certified Farmers Market Inspection Program.
 2. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Fruit and Vegetable Inspection program.
 3. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Organic Inspection Program.
 4. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Petroleum Enforcement Program.
 5. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Weighmaster Enforcement Program.
 6. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Asian Citrus Psyllid Bulk Citrus Program.
 7. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Pierce’s Disease/Glassy-Winged Sharpshooter Control program.**B. Elections Department:**
Consider approving Registration Agreement with Runbeck Election Services, NCC Group Escrow Associates, LLC and the California Secretary of State to provide the escrow protection for the Election Management System.
- V. REGULAR AGENDA ITEMS**
A. Department of Public Health – Edward Hill/Nancy Gerking
 1. Consider:
 - a. Authorizing the Director of Public Health to accept the \$150,000 award from CalViva Health in support of the Department’s response to the Novel Coronavirus Disease 2019; and
 - b. Adopting the budget change. **(4/5 vote required)****B. Human Services Agency – Sanja Bugay/Antoinette Gonzales**
Consider approving an Emergency Housing Agreement for a second motel site with Suryakant Patel, owner of Stardust Motel, to provide additional shelter for 20 additional rooms, retroactively from July 8, 2020 and shall continue month-to-month based on service need and Federal Emergency Management Agency approval.



**C. Administration - Rebecca Campbell
Department of Public Health - Edward Hill**

1. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State's roadmap for modifying the statewide order and take action as necessary.

D. Administration - Rebecca Campbell

1. Consider:
 - a. Approving the COVID-19 allocation plan for the Coronavirus Relief Funds that the County of Kings has been allocated by the State of California pursuant to paragraph (2) or (3) of subdivision (d) of control section 11.90 of the Budget Act of 2020;
 - b. Authorizing the County Administrative Officer to sign and certify all future documents necessary to maximize the County's ability to collect its full allocation; and
 - c. Approving the budget change. **(4/5 vote required)**

VI. STUDY SESSION

A. Elections Department – Lupe Villa

Receive the November 3, 2020 General Election model and election historical data presentation.

VII. 10:00 AM PUBLIC HEARING

A. Community Development Agency – Greg Gatzka/Victor Hernandez

1. Hold a public hearing and consider:
 - a. Finding that Development Code Text Change No. 668.15 is exempt from CEQA review pursuant to Section 15061(b)(3) of the Guidelines for California Environmental Quality Act (CEQA Guidelines); and
 - b. Finding that Development Code Text Change No. 668.15 is consistent with the policies of the 2035 Kings County General Plan; and
 - c. Adopting and waiving the second reading of an Ordinance approving the Development Code Text Change No. 668.15.

VIII. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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

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

IX. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General - CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar – SEIU
 - Probation Officer's Association



X. ADJOURNMENT

The next regularly scheduled meeting is scheduled for July 21, 2020, at 9:00 a.m.

XI. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

FUTURE MEETINGS AND EVENTS

July 20	9:00 AM	Board of Equalization Regular Meeting
July 21	9:00 AM	Regular Meeting
July 27	9:00 AM	Board of Equalization Hearings
July 28	9:00 AM	Regular Meeting
August 4	9:00 AM	Regular Meeting

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

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Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, June 30, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Wilbert Keel – Bright Light Community Church Of God In Christ
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

II. **UNSCHEDULED APPEARANCES**

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

David Robinson, Kings County Sheriff stated that he wanted to advise the Board regarding a rumor being circulated that the Kings County jail has 25% positive cases of COVID-19. He stated that this report is inaccurate and that there are 0% positive cases in the facility. He also stated that the Kings County Sheriff deputies that assisted the San Luis Obispo County deputies on June 11, 2020 are all home and that the San Luis Obispo County Sheriff would like to come to Kings County to thank the deputies for their bravery in helping to save officers and the public.

III. **APPROVAL OF MINUTES**

- A. Approval of the minutes from the June 23, 2020 regular meeting.
ACTION: APPROVED AS PRESENTED (JN, RF, RV, CP, DV-Aye)

IV. **CONSENT CALENDAR**

A. Agriculture Department:

1. Consider retroactively approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Noxious Weed Program. **[Agmt 20-053]**
2. Consider approving and authorizing the Agricultural Commissioner to sign the Agreement with the California Crop Improvement Association for the County's assistance with the seed certification program.

B. Fire Department:

*Consider approving and authorizing the Director of Finance to sign the loan purchase Agreement and all supporting documents between the County of Kings and Bank of the West for financing of three new fire vehicles. **THIS ITEM WAS PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA.***

C. Department of Public Health:

1. Consider approving First 5 Children & Families Agreement extensions for services from July 1, 2020 through June 30, 2021 with:
 - a. EMT Associates, Inc. for evaluation services; **[Agmt 20-055]**
 - b. United Cerebral Palsy of Central California (Parent & Me) for School Readiness Initiative services; **[Agmt 20-056]**
 - c. United Cerebral Palsy of Central California (Special Needs) for School Readiness Initiative services; **[Agmt 20-057]**
 - d. Kings County Office of Education for Family Resource Center Initiative services; **[Agmt 20-058]**
 - e. Kings County Office of Education for Early Learning Education services; **[Agmt 20-059]**
 - f. Kings Community Action Organization for Family Resource Center Initiative services; **[Agmt 20-060]**
 - g. Kings United Way for New Project Initiatives services. **[Agmt 20-061]**



CONSENT CALENDAR CONTINUED

D. Job Training Office:

Consider approving the second amendment to Lease Agreement No. 253.1 to extend the lease for the building located at 124 N. Irwin Street, Hanford, for a term through June 30, 2025, and increase the monthly rental payment from \$7,140 to \$7,282; and authorizing the Director of Economic and Workforce Development to sign the second amendment. **[Lease Agmt 253.2]**

ACTION: APPROVED CONSENT CALENDAR AS AMENDED (JN, CP, RV, RF, DV-Aye)

V.

REGULAR AGENDA ITEMS

A. Behavioral Health – Lisa Lewis/UnChong Parry

Consider approving the 2020-2023 Mental Health Services Act Three-Year Program and Expenditure Plan and 2018-2019 Annual Update.

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

B. Community Development Agency – Greg Gatzka/Victor Hernandez

Consider Introducing and waiving the first reading of Development Code Text Change 668.15 to amend Article 4, Section 407 of the Kings County Development Code to allow for electrical energy storage facilities in agricultural zoned districts.

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

C. Department of Public Health – Edward Hill/Nancy Gerking

1. Consider approving Agreements for professional medical services for Fiscal Year (FY) 2020-2021 with:

- a. Milton Teske, MD to continue providing services as Health Officer/Tuberculosis Controller/Registrar of Births and Deaths for Kings County; **[Agmt 20-062]**
- b. Thomas Buford, Pharmacist, to continue providing pharmacist services; **[Agmt 20-054]**
- c. *Hanumandla Reddy, Cardiologist, to continue providing electrocardiogram review and interpretation services. **ITEM C.1. c WAS PULLED FROM THE AGENDA AND WILL BE BROUGHT BACK ON A FUTURE AGENDA.***

ACTION: APPROVED ITEM C.1. a AS PRESENTED (JN, RF, CP, DV – Aye, RV – No)

ACTION: APPROVED ITEM C.1. b AS PRESENTED (JN, RF, RV, CP, DV – Aye)

D. Administration - Rebecca Campbell

1. Consider reappointments to multiple boards.

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

2. Approve an amended schedule for the Board of Supervisors' meetings for the remainder of 2020, which will occur at the regularly scheduled time of 9:00 a.m. every Tuesday except for specified days around holidays, including a cancellation of the scheduled July 7, 2020 meeting, and as approved in this schedule.

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



3. Consider:
 - a. Adopting the Fiscal Year 2020-2021 Proposed Budget as presented; and
 - b. Directing the Department of Finance Director to make the Proposed Budget available to the Public;
 - c. Scheduling Final Budget Hearings to commence ~~Thursday, September 17, 2020~~ **Monday, September 14, 2020** in the Board Chambers at 9:00 a.m.;
 - d. Instructing the Clerk of the Board to give proper notice of the Final Budget Hearings; and
 - e. Deleting the following positions effective July 31, 2020 as proposed in the Recommended Fiscal Year 2020-2021 Budget:
 - i. One (1.0) Fulltime Equivalent Water and Natural Resources Division Manager in Budget Unit 111000;
 - ii. One (1.0) Fulltime Equivalent Public Guardian and Veterans Services Case Worker in Budget Unit 203100;
 - iii. One (1.0) Fulltime Equivalent Veterans Services Representative I/II in Budget Unit 203100;
 - iv. One (1.0) Fulltime Equivalent Business Applications Specialist in Budget Unit 411100;
 - v. One (1.0) Fulltime Equivalent Senior Health Educator in Budget Unit 412000;
 - vi. One (1.0) Fulltime Equivalent Community Health Aide I/II/III in Budget Unit 412500;
 - vii. One (1.0) Fulltime Equivalent Senior Public Health Nurse in Budget Unit 419500.
 - f. Delete one (1.0) Fulltime Equivalent First 5 School Readiness Coordinator in Budget Unit 432300 effective June 30, 2020 as proposed in the Recommended Fiscal Year 2020-2021 Budget.

ACTION: APPROVED REMOVING LABELING ITEMS 3.e. ii and 3.e. iii UNTIL MONDAY, SEPTEMBER 14, 2020 AND SUPPLEMENTING THEM WITH CONTINGENCIES (RV, RF, JN, CP, DV –AYE)

ACTION: APPROVED AS AMENDED AND SET THE BUDGET HEARING FOR MONDAY, SEPTEMBER 14, 2020 AT 9:00 A.M. (JN, RF, RV, CP, DV –Aye)

**E. Administration - Rebecca Campbell
Department of Public Health - Edward Hill**

1.
 - a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
 - b. Receive an update on the State's roadmap for modifying the statewide order and take action as necessary.
 - c. Adopt the Return-to-Work Guidelines in response to the COVID-19 public health emergency.

THE BOARD RECEIVED AN UPDATE AND ADOPTED THE RETURN-TO-WORK GUIDELINES AS AMENDED (CP, JN, RV, RF, DV –Aye)



VI. 10:00 AM PUBLIC HEARING

A. Community Development Agency – Greg Gatzka/Kao Nou Yang

1. Hold a public hearing regarding to receive public testimony regarding Tentative Partial Cancellation of Land Conservation “Williamson Act” Contract No. 1902 and consider:
 - a. Finding that the findings for the Tentative Partial Cancellation can be made pursuant to Government Section Code 51282; and
 - b. Adopting a Resolution for tentative approval of the tentative partial cancellation of Land Conservation Contract No. 1902 which would require: **[Reso 20-048]**
 - i. Directing staff to work with the Clerk of the Board to record the tentative partial cancellation of Land Conservation “Williamson Act” Contract No. 1902; and
 - ii. Directing staff to make the required notifications to the Petitioner, the California Department of Conservation as well as the recordings with the County Clerk Recorders; and
 - iii. Directing staff to bring the project back to the Board for final action when all Preliminary Conditions have been met.

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

ACTION: APPROVED AS PRESENTED (JN, RF, RV, CP, DV – Aye)

VII. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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Supervisor Verboon stated that he would like to have the County send a letter of support for the Lemoore Naval Air Station and the City of Lemoore to work through the Joint Land Use Study (JLUS) and find common ground with a subdivision proposed for West of Highway 41 near West Hills College. The Board approved, by consensus, to allow staff to draft a letter urging the City and the Naval Air Station to work together. He also thanked Roger Bradley, Assistant County Administrative Officer for his hard work and dedication while he worked for Kings County.

Supervisor Pedersen stated concerns for a large homeless encampment on south 12th Avenue near E&B trucking and asked staff to report back to him on what can be done to get the area cleared out.

Supervisor Valle stated that the discussions today were good and thanked everyone for their help in moving through these challenges.

Supervisor Fagundes thanked Roger Bradley, Assistant County Administrative Officer for his dedication and hard work while he worked here and wished him well in the future.

Supervisor Neves stated that he participated in the Kings Waste & Recycling Authority meeting, the Housing Authority of Kings County, the Kings County Area Public Transit Agency meeting and the Kings County Association of Government meeting on June 24, 2020. He stated that fireworks are now being sold in the County and stated that the Kings River flows are high and cold and asked everyone to be safe.



- ◆ Board Correspondence: **Rebecca Campbell** stated that the Board received the following correspondence: a WARN letter from Adventist Health – Announcement of layoffs at their Hanford location, Department of Fish & Wildlife – Notification of status review for proposed mountain lion ESU, Placer County Water Agency – 2020 State Water Resources Control Board petition for change involving a proposed 20,000 acre foot water transfer between Placer County Water Agency and Westlands Water District, a letter of appreciation and support from Ron and Sharon Williams for the Sheriff’s Office.
- ◆ Upcoming Events: **Rebecca Campbell** stated the Kings County Superior Court will hold a virtual Grand Jury selection ceremony on July 6, 2020 and stated to contact the Clerk of the Board to obtain access if you wish to participate.
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated the following items would be on a future agenda: Admin – Covid-19 update, CDA – Public Hearing Development Code text change to allow for electrical energy storage facilities in agricultural zoned districts, Health – Cal-Viva Covid-19 award, Health – Adverse Childhood Experiences (ACEs) Aware Initiative , Public Works – Cornerstone Community Alcohol and Other Drug Recovery Systems site plan review, Elections – General Election model and election historical data presentation, Ag – Cooperative agreement with CA Dept. of Food & Ag for the county’s Asian citrus psyllid bulk citrus program, IT – Study session on the property tax system upgrade.

VIII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for **July 14, 2020** ~~July 7, 2020~~, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

July 7	9:00 AM	Regular Meeting Cancelled
July 14	9:00 AM	Regular Meeting
July 21	9:00 AM	Regular Meeting
July 27	9:00 AM	Board of Equalization Hearings
July 28	9:00 AM	Regular Meeting
August 4	9:00 AM	Regular Meeting

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Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Special Meeting Action Summary

Date: Tuesday, July 7, 2020
Time: 10:45 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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I. 10:45 AM CALL TO ORDER

**ROLL CALL – Clerk of the Board
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT**

II. UNSCHEDULED APPEARANCES

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

None

III. REGULAR AGENDA ITEMS

A. Administration - Rebecca Campbell

1. Consider:

- a. Authorizing the County Administrative Officer to sign the Coronavirus Relief Funds certification form promising to comply with federal and state orders and guidance related to the COVID-19 emergency; and
- b. Authorizing the County Administrative Officer to sign the County General Fund COVID-19 Allocation certification form promising to comply with federal and state orders and guidance related to the COVID-19 emergency.

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

IV. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that fireworks sales were brisk around the county and many booths sold out early in the day on July 4th. He stated that he has been attending Emergency Operations Center meetings and attended the Friends of Lemoore Naval Air Station meeting on July 6, 2020.

Supervisor Verboon stated that he attended the Friends of Lemoore Naval Air Station meeting on July 6, 2020 and the Wellpath ribbon cutting at the Kings County jail facility on July 1, 2020.

- ◆ **Board Correspondence: Supervisor Verboon stated that High-Speed Rail Chief Executive Officer Brian Kelly sent the Board a letter of condolence regarding the passing of retired County Counsel Colleen Carlson.**
- ◆ **Upcoming Events: Rebecca Campbell stated that there will be a special meeting of the Board of Equalization on July 20, 2020 to equalize the Assesment Roll.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items will be on a future agenda: Admin – Covid-19 update, Community Development Agency – Public Hearing Development Code text change to allow for electrical energy storage facilities in agricultural zoned districts, Health – Cal-Viva Covid-19 award, Health – Adverse Childhood Experiences (ACEs) Aware Initiative, Elections – General Election model and election historical data presentation, Elections – Beneficiary Registration Agreement with Runbeck Election Services, Ag Department - several agreements with the California Department of Food and Agriculture.**



V. ADJOURNMENT

The next regularly scheduled meeting is scheduled for July 14, 2020, at 9:00 a.m.

VI. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

FUTURE MEETINGS AND EVENTS

July 14	9:00 AM	Regular Meeting
July 21	9:00 AM	Regular Meeting
July 27	9:00 AM	Board of Equalization Hearings
July 28	9:00 AM	Regular Meeting
August 4	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

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

SUMMARY:

Overview:

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

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Certified Farmers Market Inspection Program.

Fiscal Impact:

Revenues of \$1,581 for this program are included in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, through cooperative agreement 20-0139-000-SA with the California Department of Food and Agriculture (CDFA), will inspect Certified Farmers Markets and Certified Producers in accordance with the California Food and Agricultural Code and the California Code of Regulations. Activities include verifying producers are only selling produce that they have produced. This program protects both the direct marketing industry and the consumer by assuring only commodities produced by the grower are sold at a certified farmers market. The term of this agreement is July 1, 2020 through June 30, 2021.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

20-0139-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2020 through June 30, 2021

3. The maximum amount of this Agreement is: \$1,581.00

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

Exhibit A: Recipient and Project Information

1 Page

Exhibit B: General Terms and Conditions

3 Page(s)

Exhibit C: Payment and Budget Provisions

1 Page

Attachments: Scope of Work and Budget

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

RECIPIENT

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

COUNTY OF KINGS

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 The County will perform market and production site inspections and investigations per Food and Agricultural Code, Division 17, Chapter 10.5; the California Code of Regulations, Title 3, Subchapter 4, Article 6.5; and any established Certified Farmers Market and/or State policies and procedures.

Project Title: Certified Farmers Market Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Jimmy Hook
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive, Ste. 100	Address:	680 N. Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	916-900-5198	Phone:	559-852-2830
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	
Address:	2800 Gateway Oaks Drive, Ste. 100	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-900-5198	Phone:	
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	

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

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

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

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

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

8. **Unenforceable Provision**

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

9. **Contractors/Consultants**

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

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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



SCOPE OF WORK FY 2020/21

County Responsibilities

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

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5 and the California Code of Regulations (CCR), Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2020.

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

Activities billable under this agreement include:

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

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

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

Case ID Number Requirements

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

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

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

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

Inspections required by statute are not reimbursable under this Agreement.

County Activities

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

County Tasks

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

- all other vendors participating in the ancillary section of the market
 - Request product lists from the market operator (as needed)
 - Submit findings to CDFA in an email or Inspection Report as requested
- Production site inspection requirements include, but are not limited to:
 - Production verification inspections shall be scheduled within 48 hours of the market inspection.
 - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
 - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
 - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

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

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

The County shall itemize costs for:

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

CDFA Responsibilities

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

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



2020-2021 Certified Farmers' Market Fiscal Display

County Kings

Cooperative Agreement # _____

Estimated Market Inspection and Investigation Costs (Includes report writing, administrative staff costs, contracting for hearing officers, etc.)	Total \$790.50
Estimated Production Inspection and Investigation Costs (Includes report writing, administrative staff costs, contracting for hearing officers, etc.)	Total \$790.50
COOPERATIVE AGREEMENT TOTAL:	\$1,581.00

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer
SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE INSPECTION OF FRUITS AND VEGETABLES
SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will inspect fruits and vegetables packed for the market.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Fruit and Vegetable Inspection program.

Fiscal Impact:

Revenues of \$26,730 for this program are included in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, through cooperative agreement 20-0111-000-SA, will conduct inspections on fruits and vegetables in accordance with the standards set forth in the California Food and Agricultural Code and the California Code of Regulations. These inspections prevent substandard fruit and vegetables from entering the marketplace, protecting both the industry and consumer. The term of this agreement is from July 1, 2020 through June 30, 2021.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
20-0111-000-SA

- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF KINGS
- The Agreement Term is: July 1, 2020 through June 30, 2021
- The maximum amount of this Agreement is: **\$26,730.00**
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

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

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

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

BY (<i>Authorized Signature</i>) 	DATE SIGNED (<i>Do not type</i>)
---	------------------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (<i>Authorized Signature</i>) 	DATE SIGNED (<i>Do not type</i>)
---	------------------------------------

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 The County will perform inspections to ensure enforcement of the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Group 4; and any State policies and procedures pertaining to fruits and vegetables.

Project Title: Standardization Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Jimmy Hook
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive, Ste. 100	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230
Phone:	916-900-5198	Phone:	559-852-2830
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	
Address:	2800 Gateway Oaks Drive, Ste. 100	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-900-5198	Phone:	
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	

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

4. **RECIPIENT: Please check appropriate box below:**

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

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

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

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

8. **Unenforceable Provision**

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

9. **Contractors/Consultants**

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

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

11. Excise Tax

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

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

13. Right to Terminate

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

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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



(Rev. 1/2019)

SCOPE OF WORK

The County agrees to provide fruit and vegetable inspection services for the Standardization Program. These services are in addition to the normal inspection activities being performed by the County. The services provided under this agreement should be consistent with those outlined in form STZ 200, the application submitted by the County. Services to be invoiced under this cooperative agreement will commence no earlier than July 1, 2020.

The County shall perform inspection services at a cost not to exceed the approved agreement amount. Inspection hours and workdays should vary where appropriate and practical. The County shall provide necessary inspection supplies and equipment, with the exception of forms and supplies routinely provided by the State. Services rendered by the County include: hours of enforcement work, mileage, and travel time incurred. Services rendered by the County do not include normal travel time or mileage to and from home.

The County shall invoice the State for work performed under this agreement within 30 days after the end of each month in which services were provided. The invoice to be used by the County shall be form 51-066 and must include at least the following information:

- Number of premises inspected
- Number of lots inspected per commodity
- Number of containers inspected per commodity
- Number of noncompliance's issued per commodity
- Number of containers rejected per commodity
- Reason for the rejection
- Number of disposal orders issued per commodity
- Name and number of inspectors or title
- Total number of hours worked per commodity
- Total cost to include personnel, mileage and overhead
- Name and signature of authorized county personnel submitting invoice

Refer to the instructions that accompany form 51-066 when preparing and submitting the monthly invoice.

Inspections shall be performed as outlined in the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Subchapter 4. The County shall follow established Standardization practices and procedures and any State policies and procedures.

The State shall perform evaluations of County inspections, including, but not limited to; on-site observations; assessment of inspection procedures and review of non-compliance's and other reports for accuracy and consistency.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

July 14, 2020

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR ORGANIC PROGRAM INSPECTION ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will conduct inspection activities on organic producers and establishments.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Organic Inspection Program.

Fiscal Impact:

Revenues of \$3,320 for this program are included in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, through cooperative agreement 20-0197-000-SA, will inspect producers and other establishments to ensure compliance with the California Organic Food and Farming Act. The program includes spot inspections, residue sampling, and complaint investigations. This program protects both the industry and the consumer by helping to assure produce labeled as organic meets the requirements of California Laws and Regulations. The term of this agreement is July 1, 2020 through June 30, 2021.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
20-0197-000-SA

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF KINGS

2. The Agreement Term is: July 1, 2020 through June 30, 2021

3. The maximum amount of this Agreement is: \$3,320.00

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

- | | |
|--|-----------|
| Exhibit A: Recipient and Project Information | 1 Page |
| Exhibit B: General Terms and Conditions | 3 Page(s) |
| Exhibit C: Payment and Budget Provisions | 1 Page |
| Attachments: Scope of Work and Budget | |

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

RECIPIENT

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections per the California Organics Food and Farming Act.

Project Title: Organic Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Jimmy Hook
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	680 N Campus Drive, Suite B
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- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

State Organic Program (SOP) Cooperative Agreement 2020/2021 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) State Organic Program (SOP) staff. The county receives \$60.00, for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid \$225.00 for each spot inspection completed for producers, restaurants, handlers, processors, and retail stores. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of \$75.00 for the initial visit and first organic participant inspected. An additional \$10.00 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets, and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic surveillance activities, to help ensure products do not contain unallowable substances. The county is paid flat rate of \$130.00 for each Surveillance Residue sample collected. Counties must notify CDFA prior to submitting samples for residue testing.

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA staff via voicemail or email. CDFA staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the \$130.00 flat rate.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County Organic Program staff are expected to conduct investigations, which includes preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigations, costs incurred as part of an investigation, and expenses incurred for residue samples collected as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices for the State Organic Program (SOP) to CDFA for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the county imposing the penalty.

TRAINING

County Organic Program staff are expected to review the CDFA SOP website and attend training conducted by CDFA SOP staff.

County Organic Program staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. NOP Organic Training Website: Use the links and instructions under the **For Professionals Responsible for Organic Compliance** section to register on the Organic Integrity Learning Center and complete the following courses:
 - NOP-30: Fundamentals of an Inspection
 - NOP-090: Organic Dairy Compliance (Counties with organic dairy operations)
2. Sound and Sensible Website: Exploring the Organic Option Training Videos
 - The Road to Organic Certification
 - What's the Organic Value Proposition? Video Series (seven videos)

Optional/Recommended Training and Resources

1. NOP Organic Training Website: Use the links and instructions under the **For Professionals Responsible for Organic Compliance** section to register on the Organic Integrity Learning Center and complete the following course:
 - NOP-070: Advanced Inspections: Investigations
2. What is an Organic Systems Plan?

3. Tip Sheets on Organic Standards

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to outside agencies. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act.

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2020; and 2) for work completed from January 1 to June 30, 2021. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

Procedures are outlined in the SOP Quality Systems Manual (QSM). For additional questions, please contact the CDFA State Organic Program.

Kings Fiscal Display FY 2020/2021

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations.**

Spot (Random) Inspection Assignments

Amount		Rate	Total
<u>4</u>	@	<u>\$225.00</u>	<u>\$900.00</u>

Farmers Market

Amount		1 st Organic Participant		Estimated Additional Organic Participants		Total
<u>2</u>	@	<u>\$75.00</u>	+	<u>6</u>	@ <u>\$10.00</u>	<u>\$210.00</u>

Estimated Assisted Registrations

Amount-		Rate	Total
<u>5</u>	@	<u>\$60.00</u>	<u>\$300.00</u>

Surveillance Residue (Random) Sampling Costs (Not part of an investigation)

Amount		Rate	Total
<u>7</u>	@	<u>\$130.00</u>	<u>\$910.00</u>

Estimated Investigation Costs

(Includes costs for residue samples taken as part of an investigation)

Total
<u>\$1,000.00</u>

Total for 2020/2021	<u>\$3,320.00</u>
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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

July 14, 2020

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR PETROLEUM ENFORCEMENT ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will perform inspection activities on locations that sell petroleum products.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Petroleum Enforcement Program.

Fiscal Impact:

Revenues of \$2,850 for this program are included in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, through cooperative agreement 20-0066-000-SA, will audit and inspect Petroleum locations in accordance with the California Business and Professions Code. Activities include inspections of advertising media at petroleum locations, as well as labeling compliance inspections of petroleum and automotive products. This program protects both the industry and the consumer by helping to assure petroleum products are advertised and labeled as required by law. The term of this agreement is from July 1, 2020 through June 30, 2021.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
20-0066-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2020 through June 30, 2021

3. The maximum amount of this Agreement is: \$2,850.00

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

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

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

RECIPIENT

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will inspect service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code, Division 5, Chapters 14, 14.5 and 15 for petroleum and automotive products advertising and labeling.

Project Title: Fuels, Lubricants & Automotive Products Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rebecca Bland	Name:	Jimmy Hook
Division/Branch:	Measurement Standards / Fuels, Lubricants, and Automotive Products Program	Organization:	COUNTY OF KINGS
Address:	6790 Florin Perkins Road, Suite 100	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95828-1812	City/State/Zip:	Hanford, CA 93230
Phone:	916-229-3000	Phone:	559-852-2830
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Sarah Mason	Name:	
Division/Branch:	Measurement Standards / Fuels, Lubricants, and Automotive Products Program	Organization:	
Address:	6790 Florin Perkins Road, Suite 100	Address:	
City/State/Zip:	Sacramento, CA 95828-1812	City/State/Zip:	
Phone:	916-229-3000	Phone:	
Email Address:	sarah.mason@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

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

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

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

8. **Unenforceable Provision**

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

9. **Contractors/Consultants**

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

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

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

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

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

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The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

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

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EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the *primary* business is selling fuels, lubricants, and automotive products; e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of petroleum and automotive products and compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Inspection Report supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible copy of the pink Petroleum Inspection Report form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk petroleum products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to \$75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the responsibility of the County. The County will use the inspection and sampling procedures outlined in the

Fuels, Lubricants, and Automotive Products Program

Division of Measurement Standards' "Petroleum Products Program Manual." Off sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County, and will be handled in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the "Citation Manual" are available on the Division's website at <http://www.cdfa.ca.gov/dms/>.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the "Citation Manual" guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice, attached, with the County's official letterhead included. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected; the number of designated samples taken; the name and address where the samples were taken; and, the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To: California Department of Food & Agriculture Division of Measurement Standards 6790 Florin Perkins Road, Suite 100 Sacramento, CA 95828 Attn: Sarah Mason, Agreement Manager	Agreement # _____ Fiscal Year FY 2020/21 Quarter _____ Program Code 9999000551
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In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2020/21.

The County has complied with the conditions as required.

Approved: _____ Date: _____
 County Representative

Approved: _____ Date: _____
 Division of Measurement Standards

Include a summary list stating the total number of initial inspections conducted, number of designated samples taken, and amount of money requested.
Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2020/21

BUDGET

County: Kings

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

38 Site Inspections at \$75.00 per Inspection: \$ 2,850.00

Total Agreement Amount: \$ 2,850.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR WEIGHMASTER ENFORCEMENT ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will perform inspection activities on weighmaster locations licensed as Junk Dealers and Recyclers.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Weighmaster Enforcement Program.

Fiscal Impact:

Revenues of \$480 for this program are included in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, through a cooperative agreement 20-0016-000-SA, will inspect Weighmaster locations licensed as Junk Dealers and Recyclers in accordance with the California Business and Professions Code. Activities include verifying the accuracy of their license information. This program protects both the industry and the consumer by helping to assure Junk Dealers and Recyclers are properly licensed as weighmasters, and that they carry out practices to help deter theft in the metal recycling industry. The term of this agreement is from July 1, 2020 through June 30, 2021.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

20-0016-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2020 through June 30, 2021

3. The maximum amount of this Agreement is: \$480.00

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

Exhibit A: Recipient and Project Information

1 Page

Exhibit B: General Terms and Conditions

3 Page(s)

Exhibit C: Payment and Budget Provisions

1 Page

Attachments: Scope of Work and Budget

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

RECIPIENT

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

COUNTY OF KINGS

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The CDFA will pay the County for each initial inspection of an assigned junk dealer and recycler establishment licensed as a Weighmaster, to determine compliance with Business and Professions Code Division 5, Chapter 7, Section 12703.1.

Project Title: Weighmaster Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Rebecca Bland	Name: Jimmy Hook
Division/Branch: Measurement Standards / Weighmaster	Organization: COUNTY OF KINGS
Address: 6790 Florin Perkins Road, Suite 100	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95828-1812	City/State/Zip: Hanford, CA 93230-5923
Phone: 916-229-3000	Phone: 559-852-2830
Email Address: rebecca.bland@cdfa.ca.gov	Email Address: jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Sarah Mason	Name:
Division/Branch: Measurement Standards / Weighmaster	Organization:
Address: 6790 Florin Perkins Road, Suite 100	Address:
City/State/Zip: Sacramento, CA 95828-1812	City/State/Zip:
Phone: 916-229-3000	Phone:
Email Address: sarah.mason@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

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

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

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

8. **Unenforceable Provision**

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

9. **Contractors/Consultants**

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

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Division 5, Chapter 7, Section 12703.1, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$240.00 for each completed initial inspection of an assigned junk dealer or recycler establishment licensed as a weighmaster to determine compliance with BPC Section 12703.1. For purposes of this Agreement, a “junk dealer” and “recycler” are as defined in BPC Sections 21601 and 21605(b). An initial inspection is the first physical inspection in the fiscal year of a business location after renewal or issuance of a weighmaster license. The total allocation to the County for these inspections shall not exceed the Agreement.

The County shall obtain all required information regarding a newly licensed junk dealer or recycler weighmaster via the *County Online Reporting* system. The County shall have 75 calendar days after issuance of a license to either conduct an initial inspection at each assigned junk dealer or recycler weighmaster location or notify the Division in writing that they will be unable to perform the inspection. Failure to perform an initial inspection within 75 calendar days shall result in nonpayment.

Per BPC Section 12703.1. (c) (1)., the County shall complete an initial inspection of the information contained in the Weighmaster License Application. Findings shall be recorded on the Weighmaster Inspection Report (Form 42-009, Rev. 11/14) supplied by the Division.

The initial inspection shall verify that the following items are materially accurate:

- Weighmaster License Application information
 - Business License information
 - The weighmaster location or business has a Storm Water Permit issued by the State Water Resources Board, or has applied for a Storm Water Permit, or substantiation the permit is not required
 - Thumbprint equipment is functioning and in good working order
 - Photograph/camera equipment is functioning and in good working order
 - Verification that the weighmaster has signed up to receive theft alert notifications
 - Verification of the name or names of any deputy weighmasters

- Weighmaster License information
- All commercial weighing devices are sealed

The County may observe other violations while performing an initial inspection. Per BPC Section 12015, the County agrees to document and take the appropriate enforcement action upon discovery of any violation of weights and measures laws during this inspection.

Within five (5) calendar days of conducting an initial inspection, the County shall upload an electronic copy of the completed Weighmaster Inspection Report and a photograph of the site showing how and where the weighmaster conducts their business activities via the *County Online Reporting* system. For business locations failing an initial inspection, the County shall also upload all supporting evidence; i.e., copies of county report forms, emails, and photographs demonstrating license information submitted was not materially accurate. Electronic copies may be in pdf, jpg, or png format.

Note: The Weighmaster Inspection Report must be scanned or photographed separately from any supporting documents; however, all supporting documents and photographs may be combined into one file. Uploading the Weighmaster Inspection Report and any supporting documents completes the initial inspection and entitles the County to payment.

When a location is found to be out of business, the County shall complete and upload a Weighmaster Inspection Report indicating the location is no longer in business and notify the Division in accordance with the instructions above. Locations that are out of business are not billable.

The original Weighmaster Inspection Report shall be maintained at the County Office of Weights and Measures for three (3) years and be made available to the Division upon request.

All requests for payment under this Agreement shall be made on the County's official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the number of inspections completed; a list of locations where the inspections were conducted; the weighmaster license name; the weighmaster license number; and, the amount of money requested. **The County shall upload the completed invoice including the required summary sheet in pdf format via the *County Online Reporting* system.** Funds will be disbursed to the County on approval of the invoice submitted quarterly.

County Letterhead Here

Weighmaster Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Sarah Mason, Agreement Manager

Agreement # _____

Fiscal Year

FY 2020/21

Quarter _____

Program Code

9999000541

In accordance with the California Business and Professions Code Section 12703.1, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2020/21.

The County has complied with the conditions as required.

Approved: _____
County Representative

Date: _____

Approved: _____
Division of Measurement Standards

Date: _____

Include a summary list stating the total number of initial inspections completed, location of inspections, the weighmaster license name, the weighmaster license number, and the amount of money requested. **Please submit invoice in pdf, jpg, or png format when uploading via the county "undisclosed" link.**

Weighmaster Program Cooperative Agreement
FY 20/21

BUDGET

County: Kings

Weighmaster Enforcement: Program Code 9999000541

2 Site Inspections at \$240.00 per Inspection: \$ 480.00

Total Agreement Amount: \$ 480.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
FOOD AND AGRICULTURE FOR THE COUNTY'S ASIAN CITRUS PSYLLID
BULK CITRUS PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer provides services in cooperation with the California Department of Food and Agriculture for Asian Citrus Psyllid bulk citrus regulatory activities.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Bulk Citrus Program.

Fiscal Impact:

Revenues of \$25,743 for this program are included in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner provides quarantine response and regulatory enforcement activities according to State protocols established by this agreement to protect Kings County agriculture and the public from the introduction of the Asian Citrus Psyllid, a vector of Huanglongbing, a disease that kills citrus trees. The Asian citrus psyllid has been found throughout California, and is threatening local citrus trees, the commercial citrus industry and the thousands of jobs it supports.

Kings County is in a Regional Asian Citrus Psyllid Quarantine regulating the movement of nursery stock and bulk citrus. Kings County citrus growers, shippers, and transporters are required to enter into compliance

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S ASIAN CITRUS PSYLLID BULK CITRUS PROGRAM

July 14, 2020

Page 2 of 2

agreement with the California Department of Food & Agriculture and the United States Department of Agriculture Animal and Plant Health Inspection Service. The Kings County Department of Agriculture serves as the Program Officer to oversee enforcement and compliance of these agreements. Shipments of citrus from outside of this regional quarantine are required to be inspected for the presence of Asian Citrus Psyllid, the insect and host material and upon arrival in Kings County. Outreach to citrus growers, packers and shippers to explain terms of the compliance agreements, exhibits and regulatory requirements, records inspections, hold/rejection/violation notices, and trace-back and trace-forward activities when required due to an Asian Citrus Psyllid detection are all activities performed by the Kings County Department of Agriculture.

The term of this agreement is from July 1, 2020 through June 30, 2021.

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
19-0737-031-SF


- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF KINGS
- The Agreement Term is: July 1, 2020 through June 30, 2021
- The maximum amount of this Agreement is: **\$25,743.28**
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

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

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

RECIPIENT

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


BY (Authorized Signature) 	DATE SIGNED (Do not type)
--	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) 	DATE SIGNED (Do not type)
--	---------------------------

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A**PRIME AWARD INFORMATION**

Federal Agency:	United States Department of Agriculture, Animal and Plant Health Inspection Services, Plant Protection and Quarantine
Federal Award Identification Number:	AP20PPQFO000C010
Federal Award Date:	February 10, 2020
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$12,144,701.00
Effective Dates for CDFA:	October 1, 2019 through September 30, 2020
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Asian Citrus Psyllid (ACP) Bulk Citrus Regulatory activities covered by the counties ensure that requirements of the United States Department of Agriculture's Federal Order and the California state interior quarantine CCR 3435 for ACP are met.

Project Title: Asian Citrus Psyllid Bulk Citrus Regulatory

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Jennifer Willems	Name:	Jimmy Hook
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	559-612-3429	Phone:	559-852-2830
Email Address:	jennifer.willems@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Preetika Pratap	Name:	
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-6564-0317	Phone:	
Email Address:	preetika.pratap@cdfa.ca.gov	Email Address:	

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

4. **RECIPIENT: Please check appropriate box below:**

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

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

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

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

8. **Unenforceable Provision**

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

9. **Contractors/Consultants**

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

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with applicable federal requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in 2 CFR 200.310 through 200.316.

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Freedom of Information Act. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

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

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

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

20. 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.

**Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)
Scope of Work
July 1, 2020 – June 30, 2021**

The County agrees to perform and provide the following quarantine response and regulatory enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with Title 3, Section 3435 of the California Code of Regulations (CCR) and Title 7, Part 301.76 of the Code of Federal Regulations (CFR).

This agreement is inclusive of the County's agreement to perform activities approved by CDFA as described in the attached projected Work Plan.

Regulatory and records inspections at regulated establishments are the highest priority. Compliance agreement issuance is a lower priority. If regional quarantine zones are modified and commercial channels change, county personnel shall prioritize inspection activities as appropriate to meet changing needs.

Authorized expenses under this Asian citrus psyllid (ACP) regulatory cooperative agreement include:

- I. Personnel Activities**
 - A. Quarantine Enforcement**
 - 1. Citrus Growers**
 - 2. Citrus Transporters**
 - 3. Citrus Packers/Juice Plants/Other Processors**
 - 4. Citrus Fruit Sellers**
 - 5. Dump and Disposal**
 - 6. Regulatory Trace-Back and Trace-Forward Activities**
 - 7. Program Environmental Impact Report**
 - B. Other Activities**
 - 1. Conference Calls**
 - 2. Meetings**
 - 3. Administrative Support**
 - 4. Reporting**
- II. Non-Personnel**
 - A. Dump and Disposal**
 - B. Supplies/Equipment**
 - C. Vehicle Mileage**
- III. Reporting/Invoicing**
 - A. Monthly Activity Report**
 - B. Invoicing/Reimbursement**

- I. Personnel Activities:** The County agrees to perform the listed quarantine response and regulatory enforcement activities required by the ACP State Interior Quarantine and the Federal Domestic Quarantine for Citrus Greening and Asian Citrus Psyllid. This agreement is also inclusive of the following:

A. Quarantine Enforcement Activities for The Following Regulated Entities:

1. Citrus Growers

Includes commercial growers of ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections and records review to verify quarantine compliance.
- ii. Receiving, maintaining, and approving grower-submitted ACP-Free Declaration forms.
- iii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliance.

2. Citrus Transporters

Includes transporters of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections to ensure compliance with safeguarding performance standards and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.

3. Citrus Packers/Juice Plants/Other Processors

Includes packers/juicers/processors of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections and records review to verify quarantine compliance.

- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.
- iii. Placing, servicing, relocating, and submitting yellow panel traps.

4. Citrus Fruit Sellers

Includes sellers, distributors, and market vendors of ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections to ensure compliance with safeguarding performance standards and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.

5. Dump and Disposal

Personnel hours associated with the disposal of confiscated bulk citrus related material.

6. Regulatory Trace-Back Activities

Regulatory trace-back and trace-forward activities when required. Trace-back and trace-forward activities may occur at any regulated establishment.

7. Program Environmental Impact Report

Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's Program Environmental Impact Report (PEIR).

B. Other Activities:

1. Conference Calls

Personnel hours associated with attendance at and participation in conference calls regarding ACP quarantine response and regulatory enforcement.

2. Meetings

Personnel hours associated with attendance at and participation in meetings associated with ACP quarantine response and regulatory enforcement.

3. Administrative Support

Personnel hours associated with administrative activities such as maintaining and recording received ACP-Free Declaration forms, HLB Pest Risk Mitigation Forms, data entry, or invoicing for ACP quarantine response and regulatory enforcement.

4. Reporting

Personnel hours associated with entering compliance agreement information into spreadsheets, completing the Monthly Activity Report, and reporting any other requested data. Use of ACP Program forms for reporting and inspections is required. The forms can be found on CDFA's Plant Health and Pest Prevention Services (PHPPS) Division extranet site, <http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?PageID=997>. Forms created by the County will **not be** accepted and incomplete forms will be returned.

II. Non-Personnel

A. Dump and Disposal: Only dump and disposal fees related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. An example of dump fees includes the landfill cost for disposal with special handling (deep burial with immediate cover). An example of disposal fees includes bags for safeguarding confiscated material enroute to the dump for disposal.

B. Supplies/Equipment:

1. Supplies: In accordance with 2 C.F.R. § 200.94 (<http://www.ecfr.gov>), supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

2. Equipment: In accordance with 2 C.F.R. § 200.33 (<http://www.ecfr.gov>), equipment is considered articles having a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the ACP Program must be maintained by the county.

- C. Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan. If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the agreement period, counties must submit invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs: Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be submitted if requested.

III. Reporting/Invoicing: Personnel hours associated with the compilation, submittal, and maintenance of the following:

- A. Monthly Activity Report:** The County must submit a Monthly Activity Report utilizing the Monthly Activity Report template posted on CDFA's PHPPS extranet site, <http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?PageID=997> to report all authorized ACP quarantine response and regulatory enforcement activities. Monthly activity reports must be submitted with the monthly invoice to Keith Okasaki (keith.okasaki@cdfa.ca.gov) and **no later than 30 days** after the end of the coinciding reporting period. Questions about the reporting can be directed to Keith Okasaki at the email listed above or by calling (916) 654-0317.

- B. Invoicing/Reimbursement:** The County must submit a monthly itemized invoice using the provided template (Appendix A) on county letterhead to CDFA **no later than 30 days** after the end of the coinciding reporting period. Completed official ACP Program forms must be submitted with or prior to invoicing. Invoices will not be processed without current and completed ACP Program forms.

1. **Allowable Costs:** All invoiced expenses must fall within the parameters of this Scope of Work and must be directly related to administering and conducting ACP quarantine response and regulatory enforcement activities.
2. **Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until the Monthly Activity Report for the invoicing period has been submitted by the County and verified by CDFA. Personnel hours on the Monthly Activity Report must match the hours on the invoice.
3. **Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan that conducted ACP quarantine response and regulatory enforcement activities.

4. **Personnel on Invoice Must Match Work Plan:** Invoices must reflect work performed by personnel classifications listed on the Work Plan.
5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement must be retained by the County and shall be made available upon request for audit purposes.
6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with the Office of Management and Budget (OMB) requirements and Federal Cost Principles. Personnel costs must be able to be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the work plan.

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the work plan. Mileage rates used on invoices must be the same as contained in the work plan. CDFR will notify counties of new rates (current rate \$0.575) if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, etc.) for which the County will seek reimbursement under the cooperative agreement must be directly related to the cost of administering and conducting the program, and documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the work plan.

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 C.F.R. § 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirement for federal awards.
- 2 C.F.R. § 225 (<http://www.ecfr.gov>), Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.

7. **Submission of Monthly Invoice:** Invoices with the Monthly Activity Report must be emailed to Preetika Pratap (preetika.pratap@cdfa.ca.gov).

Contact Preetika Pratap with any questions regarding invoicing or reimbursement by email or by calling (916) 654-0317.

Appendix A - Invoice Template

(County Letterhead)

California Department of Food and Agriculture

Attn: Keith Okasaki

keith.okasaki@cdfa.ca.gov

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)

Agreement #

July 1, 2020 - June 30, 2021

Invoice for Period from [Month, Date, Year]

Personnel Services

Name and Classification	Hours	Hourly Rate	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	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 Hours:	<u>0.00</u>	Total Salaries:	<u>\$0.00</u>

Total Personnel Services:	\$0.00
Indirect (up to 25% of Personnel Services):	\$0.00
Total Personnel Costs:	\$0.00

Operating Expenses

Dump and Disposal	\$0.00
Supplies	\$0.00
Equipment	\$0.00
Total Operating Expenses:	<u>\$0.00</u>

Vehicle Usage	Miles	Rate	
Vehicle Mileage	0.00	0.575	\$0.00
Total Mileage Cost:			<u>\$0.00</u>

Total Operating Expenses	<u>\$0.00</u>
Grand Total:	<u>\$0.00</u>

Agreement Amount	\$0.00
Billed to Date	\$0.00
Balance	\$0.00

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)

Personnel Cost Work Sheet FY 2020/2021

July 1, 2020 through June 30, 2021



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

County: Kings

Agreement Manager: Jimmy Hook

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Ag & Standards Inspector	\$34.20	\$47.88	\$82.08	180	\$14,774.40
Executive Secretary	\$26.40	\$34.82	\$61.22	2	\$122.44
Deputy Ag Commissioner/Sealer	\$43.87	\$60.21	\$104.08	31	\$3,226.48
Ag & Standards Aide	\$20.38	\$28.53	\$48.91	10	\$489.10
Account Clerk II	\$18.18	\$25.20	\$43.38	30	\$1,301.40
Office Assistant	\$14.67	\$20.53	\$35.20	4	\$140.80
Title 7	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 8	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 9	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 10	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 11	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 12	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 13	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 14	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 15	\$0.00	\$0.00	\$0.00	0	\$0.00
			*Total:	257	\$20,054.62

*Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)
 Work Plan FY 2020/2021
 July 1, 2020 through June 30, 2021

County: Kings
 Agreement Manager: Jimmy Hook



CALIFORNIA DEPARTMENT OF
 FOOD & AGRICULTURE

	Number of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours per Visit	Total Estimated Hours
I. Personnel				
A(1) Citrus Growers				
a. Compliance Agreement Issuance	1	1	1	1
b. Regulatory and Records Inspections	1	1	1	1
A(2) Citrus Transporters				
a. Compliance Agreement Issuance	2	0	1	0
b. Regulatory and Records Inspections	1	72	1	72
A(3) Citrus Packers/Juice Plants/Other Processors				
a. Compliance Agreement Issuance	1	0	0	0
b. Regulatory and Records Inspections	1	81	1	81
A(4) Citrus Fruit Sellers				
a. Compliance Agreement Issuance	5	5	1	25
b. Regulatory and Records Inspections	5	5	1	25
A(5) Dump and Disposal				
Dump and Disposal of Confiscated Quarantine Material			0	0
A(6) Regulatory Trace-Back and Trace-Forward				
Trace-Back and Trace-Forward Activities	1	1	6	6
B. Other Activities				
1. Conference Calls				4
2. Meetings				2
3. Administrative Support				10
4. Reporting				30
*Total Hours:				257

Personnel		
**Personnel Costs:		\$20,054.62
Overhead (Indirect Costs) ----- Enter county overhead percentage, do not to exceed 25%	25%	\$5,013.66
Total Personnel Costs (Personnel Costs + Overhead):		\$25,068.28

II. Non-Personnel - Operating Expenses		
A. Dump and Disposal		\$0.00
B. Supplies		\$100.00
C. Equipment		\$0.00
Total Operating Expenses:		\$100.00

Vehicle Mileage					
Vehicle Mileage	Enter Estimated Miles:	1000	Rate Per Mile:	\$0.575	\$575.00

TOTAL COST:	\$25,743.28
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The Cost Per Hour Worksheet must be submitted with the Work Plan.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S PIERCE'S DISEASE/GLASSY-WINGED SHARPSHOOTER CONTROL PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer contracts with the California Department of Food and Agriculture to provide detection services to prevent the establishment of Glassy-Winged Sharpshooter. This agreement continues the County's Pierces Disease/Glassy Winged Sharpshooter Control Program.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Pierce's Disease/Glassy-Winged Sharpshooter Control program.

Fiscal Impact:

Revenues of \$42,507 for this program are included in the Fiscal Year (FY) 2020-2021 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture). The remaining revenue of \$42,507 will be reflected in the Proposed Budget for FY 2021-2022.

BACKGROUND:

The agreement is for detection services to prevent the establishment of the Glassy-Winged Sharpshooter and the spread of Pierce's Disease in the County. The County will inspect incoming nursery plants and service detection traps according to procedures established by this agreement. These services are in addition to normal detection activities currently being performed by the Agriculture Department. The term of this agreement is from July 1, 2020 through June 30, 2022.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
19-0727-006-SF

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF KINGS

2. The Agreement Term is: July 1, 2020 through June 30, 2022

3. The maximum amount of this Agreement is: \$85,014.12

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

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

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY (*Authorized Signature*)



DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED (*Do not type*)

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP20PPQFO000C001
Federal Award Date:	02/10/2020
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$15,574,754.00
Effective Dates for CDFA:	10/01/2019 through 09/30/2020
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Grant recipient will establish workplan for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: GWSS Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Craig Hanes	Name: Jimmy Hook
Division/Branch: Pierce's Disease Control Program	Organization: COUNTY OF KINGS
Address: 1220 N Street	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hanford, CA 93230-5923
Phone: 916-900-5244	Phone: 559-852-2830
Email Address: craig.hanes@cdfa.ca.gov	Email Address: agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Myrna Villegas	Name:
Division/Branch: Pierce's Disease Control Program	Organization:
Address: 1220 N Street	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: 916-900-5254	Phone:
Email Address: myrna.villegas@cdfa.ca.gov	Email Address:

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

Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Assignment

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

3. Governing Law

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

4. State and Federal Law

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. Recipient Commitments

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

6. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. Mutual Liability

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

8. Unenforceable Provision

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

9. Contractors/Consultants

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

10. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with applicable federal requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in 2 CFR 200.310 through 200.316.

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Freedom of Information Act. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

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

26. Amendments

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

27. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**

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

2. **Allowable Expenses and Fiscal Documentation**

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

3. **Prompt Payment Clause**

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

4. **Budget Contingency Clause**

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

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

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

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

20. 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.

PIERCE'S DISEASE CONTROL PROGRAM

MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL PUBLIC ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE SECTION 6046(f)

The Minute Order or Board Resolution will be returned to CDFA with the signed agreement.

RECOMMENDED LANGUAGE: The Board of Supervisors of the County of KINGS, State of California, does hereby designate the KINGS County Agricultural Commissioner to be the local public entity to receive funds allocated by the California Department of Food and Agriculture for local assistance in regard to Pierce's Disease and its vectors, and other designated pests and diseases.

NOTE #1: A new Minute Order or Board Resolution is required as SB 449 signed by the Governor on September 27, 2019 authorizes expenditures for purposes related to other pests and diseases as designated by the Secretary. In the event other pests are designated, the Minute Order or Board Resolution must authorize the County to receive funds allocated by CDFA for purposes related to other pests and diseases as designated by the Secretary, in addition to Pierce's Disease and its vectors.

NOTE #2: If the Minute Order or Board Resolution cannot be provided with the proposed workplan, include the following statement under Item A:

The Minute Order or Board Resolution will be returned to CDFA with the signed agreement.

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL
PROGRAM COORDINATOR AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name: Lynda Schrumpf
Address: 680 N. Campus Dr. Suite B, Hanford, CA 93230
Phone Number: 559-852-2830
Fax Number: 559-582-5251
E-Mail Address: Lynda.Schrumpf@co.kings.ca.us

ALTERNATE CONTACT (IF APPLICABLE)

Name: Jimmy Hook
Address: 680 N. Campus Dr. Suite B Hanford, CA 93230
Phone Number: 559-852-2830
Fax Number: 559-582-5251
E-Mail Address: Jimmy.hook@co.kings.ca.us

PIERCE'S DISEASE CONTROL PROGRAM
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS,
AND OTHER DESIGNATED PESTS AND DISEASES

KINGS COUNTY

Objective

To implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) in Kings County and suppress or eradicate any populations as rapidly as possible.

RESPONSIBILITIES

CDFA Responsibilities

- The California Department of Food and Agriculture (CDFA) shall provide training on management practices at least one week prior to any activity occurring. The PEIR is available in its entirety at <https://www.cdfa.ca.gov/plant/peir/>.

Designated Agency

The Kings County Department of Agriculture (County) is designated by the Kings County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Kings County PDCP Task Force (if applicable), and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to the County as favorable agents become available.

County Responsibilities

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- The County will ensure all activities follow CDFA management practices and any necessary mitigation measures required are consistent with CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR). The County, prior to conducting PDCP activities, will fill out the Tiering Checklists and follow management practices and mitigation measures as required for a specific activity. The CDFA management practices and mitigation measures are attached, and can also be found in the PEIR Appendix C, https://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf. Mitigation Reporting Program at https://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and

Findings of Fact at <https://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>.

- Copies of the completed Checklists must be submitted along with the agreement. To complete the checklist, add in the Project Leader (normally the Commissioner) and County name in the introductory fields (those areas are designated with XXXXX). Also, in the document title (e.g., PDCP XX County Trapping 07 01 20), replace the XX with the county number and replace “County” with the county name. When the agreement ends, the county dates and signs a copy of the Checklist and sends that copy to PDCP to signify that the PEIR requirements were implemented.
- Promptly conduct all delimitation and intensive surveys in the county. Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. The CDFA will provide on-site expertise, as needed.
- Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Select appropriate treatments, notify residents, and identify any sensitive sites within the proposed treatment area.
- Direct and coordinate pesticide applications.
- Conduct post-treatment monitoring.

ELEMENTS

Delimitation Survey

The County will immediately conduct a delimitation survey upon discovery of an infestation. The purpose of the survey is to quickly determine the extent of the infestation. The survey will be conducted in accordance with established CDFA protocols. Records of properties surveyed and results of the survey (both positive and negative) will be accurately kept.

Intensive (Property-by-Property Survey)

Following the delimitation survey, the County will complete an intensive survey of all properties within the delimited area to identify the full extent of the infestation.

- Develop and maintain working host records during this intensive survey.
- Develop detailed maps or block folders (property-by-property) of the surveyed and infested area.

Delimitation Traps

Install and monitor delimitation traps radiating in appropriate distances from all live detections of GWSS.

Treatment Options

The following treatment information is based on the option of treating all known infested properties. It is intended as a guideline and may be modified to adapt to local and/or changing situations. At all stages of the program, an assessment will be made as to the probability of

success. For example, if GWSS is found to be infesting a very large area or is infesting wide areas of sensitive habitat, the County will immediately consult with the CDFA to determine the preferred course of action.

Treatment Material Selection

A list of registered materials will be reviewed to determine the most appropriate to use based on: 1) registered use as a general treatment for residential plantings; 2) registered on most plant species known to be hosts (feeding and oviposition) for GWSS; and 3) known to control leafhoppers. The list of approved products for residential use is listed in CDFA's Statewide Pest Prevention Program Final PEIR on Page 3-46 of Volume 1 Main Body.

Threatened/Endangered Species/Environmentally Sensitive Areas

The County and the CDFA will identify any threatened/endangered species and/or environmentally sensitive areas within the proposed treatment area before treatments begin. If needed, appropriate mitigation measures will be developed, in consultation with the U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, and the CDFA, for these sensitive areas. The County will notify all registered beekeepers near the infested area of the GWSS treatment activities.

Beekeeper Notification

The County will identify registered beekeepers in the treatment zone, in addition to the following:

- Notify registered beekeepers with information about the upcoming treatments.
- Notify ground personnel of any properties that are known to have bees.
- Identify potential unregistered beekeepers by educating ground personnel to be on the lookout for beehives.
- Educate ground personnel on how to handle bee encounters.
- Adhere to label requirements for pollinators.
- Adhere to label requirements for flowering hosts and bloom issues.

Public Outreach

The County will act as lead spokesperson for the PDCP activities within the County. The County, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

- A telephone help line will be established and staffed to answer calls concerning the PDCP activities. Multi-lingual speakers may be required to adequately staff this help line. The help line will also be coordinated to include public health and animal health information.
- Informational meetings will be held to advise homeowners and other interested parties of treatment activities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

Medical/Veterinarian Information

The County will contact the Kings County Health Officer (Kings CHO) with details of any proposed treatment. If the Kings CHO has questions about public health aspects of the program, please contact the Branch Chief of the Pierce's Disease Control Program at 916-900-5024.

Questions relating to Animal Health will be referred to CDFA's Animal Health and Food Safety Services at (916) 900-5002. A "Veterinary Fact Sheet" may be prepared and provided for questions relating to pets or livestock.

Pre-Treatment Notification

Pre-treatment notification will be conducted through the local news media and by door-to-door notification.

- Notices will be in languages appropriate to the affected community and will include information regarding material used, precautions, date of application, and a telephone number and contact for the PDCP staff.
- Notices will be given "door-to-door" to infested properties and adjacent properties.

General Treatment Procedures

Treatments will begin following the intensive survey and after all help lines are established and community relations measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by certified Pest Control Operators under the direction of the County, or by the County with agreement from the PDCP. Pesticides will be used according to registration and label directions. Sound pesticide safety procedures will be followed.

- Interval: As allowed by label.
- Rate: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.
- The County will ensure that all treatment activities are in compliance with all pesticide laws and regulations.

Environmental Monitoring

The CDFA, in cooperation with County, will arrange for environmental monitoring to be conducted by the California Department of Pesticide Regulation (CDPR), Environmental

Monitoring/Pest Management Branch. The County personnel will work closely with environmental monitoring personnel to identify suitable sites. The following may be monitored:

- Surface water, turf, foliage, available fruits and vegetables, outside air and tank mix.
- Identified sensitive areas.

Additional monitoring may be necessary if needs are identified. However, if sufficient data are gathered indicating no adverse environmental impacts, the environmental monitoring may be modified or deleted from the program. This decision will rest with the CDFR and the County.

Post-Treatment Monitoring

An assessment of the GWSS populations will be conducted on a limited number of selected properties throughout the treatment area to determine the overall effectiveness of the treatments.

- Pre-treatment sampling will be conducted and counts of the GWSS will be made to determine numbers of the GWSS life forms.
- Post-treatment sampling will be conducted using the same protocols to ascertain effectiveness of the treatment(s).

PIERCE'S DISEASE CONTROL PROGRAM

REGULATION OF COMMODITY MOVEMENT

The Kings County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if it wishes to deviate from the protocols.

The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Statewide Pest Prevention Program Final PEIR on Page 3-46 – 3-50 of Volume 1 Main Body, and in any applicable Addenda.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

The Kings County Department of Agriculture (County) will utilize as its guide, the CDFA GWSS Statewide Detection & Delimitation Protocols. These guidelines include minimum requirements to conduct a survey program. The County will submit a written justification (either via e-mail or correspondence) to the Branch Chief of the Pierce's Disease Control Program to request approval to vary from the GWSS Statewide Detection & Delimitation Protocols.

In the event of an infestation, nurseries in the County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Kings County Department of Agriculture (County) and the Kings County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The Kings County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
2. The Kings County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Kings County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
4. The Kings County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.
5. The Kings County Department of Agriculture should invoice the Pierce's Disease Control Program on a monthly basis but no later than 120 days after the end of the month. Invoices not received within this timeframe may be disallowed for reimbursement.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Kings County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFR.

**PIERCE'S DISEASE CONTROL PROGRAM
BUDGET**

Kings County Proposed PDCP Budget 2020-2021

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Agricultural & Standards Inspector III	34.20	349	11,935.80
Agricultural & Standards Aide	20.38	286	5,828.68
Secretary	26.40	65	1,716.00
Deputy Agricultural Commissioner/Sealer	43.87	50	2,193.50
		<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>	
		750	Total Permanent
			21,673.98
Temporary Salaries			
Agricultural & Standards Aide-Extra Help	16.70	0	-
Ag Technician			-
		<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>	
		0	Total Temporary
			-
Staff Benefits			
	Rate		
Permanent @ 40%	0.4000		8,669.59
Temporary @ 10%	0.1000		-
			<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>
			Total Benefits
			8,669.59
Overtime (hours x salary)			
			Total Overtime
			0.00
			<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>
			Total Personnel Services
			30,343.57

OPERATING EXPENSES

General Expense/Supplies			
General Expense/Supplies (general office and field supplies)			900.00
Postage -- mailing PDCP information to homeowners			200.00
**Vehicle Expense	Rate	Miles	
County @ \$0.575 per mile	0.575	6048	3,477.60
State @ \$0.285 per mile			-
Lease - 1 vehicle @ \$200 per month			-
Communication			
Travel - Reason for travel requested by CDFA (per diem, airfare, car rental)			
Indirect Cost (25% of total personnel services)	0.25		7,585.89
			<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>
			Total Operating Expenses
			12,163.49
			<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>
			Total Survey/Inspection Activities
			\$ 42,507.06

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

**PIERCE'S DISEASE CONTROL PROGRAM
BUDGET**

Kings County Proposed PDCP Budget 2021-2022

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
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		750	Total Permanent
			21,673.98
Temporary Salaries			
Agricultural & Standards Aide - Extra Help			-
		0	Total Temporary
			-
Staff Benefits			
	Rate		
Permanent @ 40%	0.4000		8,669.59
Temporary @ 10%	0.1000		-
			Total Benefits
			8,669.59
Overtime (hours x salary)			Total Overtime
			0.00
			Total Personnel Services
			30,343.57

OPERATING EXPENSES

General Expense/Supplies			
General Expense/Supplies (general office and field supplies)			900.00
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State @ \$0.285 per mile	0.285		-
Lease - 1 vehicle @ \$200 per month			
Communication			
Travel - Reason for travel requested by CDFA (per diem, airfare, car rental)			
Indirect Cost (25% of total personnel services)	0.25		7,585.89
			Total Operating Expenses
			12,163.49
			Total Survey/Inspection Activities \$
			42,507.06

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

July 14, 2020

SUBMITTED BY: Elections Department – Lupe Villa

SUBJECT: BENEFICIARY REGISTRATION AGREEMENT WITH RUNBECK ELECTION SERVICES, NCC GROUP ESCROW ASSOCIATES, LLC AND THE CALIFORNIA SECRETARY OF STATE

SUMMARY:

Overview:

Runbeck Election Services has secured NCC Group Escrow Associates, LLC to provide the escrow protection for the Election Management System (EMS). Pursuant to California Election Code 2501, the election management system vendor shall place in escrow source codes for each version of the EMS used in a county.

Recommendation:

Approve the Registration Agreement with Runbeck Election Services, NCC Group Escrow Associates, LLC and the California Secretary of State to provide the escrow protection for the Election Management System.

Fiscal Impact:

There is no County fiscal impact. Runbeck Election Services is responsible for any escrow agreement cost.

BACKGROUND:

On June 24, 2019, Runbeck Election Services acquired the Data Information Management System (DIMS) Election Management System (EMS) software package from Election Systems & Software, Inc. (ES&S). Upon the acquisition, Runbeck Election Services became responsible to secure and continue to provide escrow protection to the County of Kings, as required by California Election Code 2501.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

BENEFICIARY REGISTRATION AGREEMENT BETWEEN THE COUNTY OF KINGS, RUNBECK ELECTION SERVICES, NCC GROUP ESCROW ASSOCIATES, LLC AND THE CALIFORNIA SECRETARY OF STATE

July 14, 2020

Page 2 of 2

The DIMS (EMS) system is a voter registration database for the County of Kings Elections Department, which is used to track all registered voters and their preferences. The DIMS system also contains precincts, streets and other pertaining information as it relates to the voters of Kings County.

In accordance with California Elections Code 2501, Runbeck Election Services, as the election management system provider for the County of Kings must “cause an exact copy of the source code for each component of the election management system, including complete build and configuration instructions and related documents for compiling the source code into object code, to be deposited into an approved escrow facility”. This allows the provider to maintain confidentiality of its intellectual property while also providing the Secretary of State and the County of Kings access to the source code in order to exercise code testing, or in the event that the provider (Runbeck) becomes defunct and can no longer maintain the EMS system.

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



COUNTY OF KINGS

INFORMATION SERVICES DEPARTMENT

(209) 582-3211 ext. 2545
FAX (209) 584-8371

1400 West Lacey Boulevard
County Government Center
Hanford, California 93230

Kenneth D. Wedderburn
Director

Ross J. Underwood
DIMS
Box 10367
Costa Mesa, CA 92627

September 8, 1997

DUPLICATE
ORIGINAL

Dear Ross:

Enclosed please find the following:

- (1) Signed DIMS License Agreement - please sign and return to us with an original signature for our records.
- (2) PO for the DIMS Applications Software as follows:

DIMS-NeT	New Election Tech for Windows NT and WIN95
DASS	DIMS Adv Scanning System Software Windows Based
DABC	DIMS Adv Ballot Count System Software DOS Based
WANDA	DIMS Wanda Bar Code (included)
DataBase	Kings County DataBase Conversion (included)

A second PO will include the SASS Scanner, WANDA Bar Code Readers and Card Reader Controller and Cables as we discussed, all other automation equipment has been procured by Kings County and is being installed.

As soon as we receive your equipment we will contact you as regards your coming to Kings County to install the equipment, load the software, and, initially set-up the system for the users and train them on anything they will require to continue to build the system (tables, signature scanning, etc.). We anticipate a "mock" parallel November '97 election run in early February, 1998, and plan to go live for the June "Primary" in '98.

Please contact Thom Goumas in Information Services at extension 2559 with any questions. We look forward to working with you for a successful and timely implementation of the DIMS System.

David A. Nemeroff
Acting Director

cc: Ed Rose, Elections
Thom Goumas, I.S.

PURCHASE ORDER

ELCTNS2

REQ. NO. _____

**COUNTY OF KINGS
PURCHASING DEPARTMENT**

COUNTY GOVERNMENT CENTER
SERVICES BUILDING-1400 W. LACEY BLVD.
HANFORD, CALIFORNIA 93230
(209) 582-3211

PURCHASE ORDER NO. P02121

VENDOR: DIMS
Attn: Ross J. Underwood
Box 10367
Costa Mesa, CA 92627

PLEASE FURNISH THE FOLLOWING AND DELIVER
To **Kings County Information Services Dept.**
Kings County Government Center
1400 W. Lacey Boulevard
Hanford, CA 93230

DATE	VENDOR NO.	ACCOUNT CODING			COST ACCOUNT CODING			
9/11/97		FUND 001	DEPT 1550	ACCOUNT 824238	CLASS	JOB	EL	WORK
		CONTRACT <input type="checkbox"/>			ENCUMBRANCE \$		ENCUMB. LIQUIDATION \$	

IF ORDER CANNOT BE FILLED IMMEDIATELY, IN ACCORDANCE WITH DESCRIPTION, UNIT AND PRICE HEREON, CHECK WITH PURCHASING AGENT IMMEDIATELY.

QUANTITY	ITEM DESCRIPTION	INVOICE NO.	AMOUNT
1	DIMS-NeT New Election Technology for Windows NT and Win 95 DIMS-NeT Rev. 4.0		\$14,674.00
1	DIMS Wanda Bar Code right to use - WANDA Rev. 3.0		0.00
1	DIMS Advanced Scanning System Software Windows Based DASS Rev. 2.3		16,000.00
1	DIMS Advanced Ballot Count System Software DOS Based DABC Rev. 6.2		16,000.00
1	Conversion included with initial license fee		0.00
	TOTAL		\$46,674.00
 PROJECT: ELECTIONS - DIMS			

Ross J. Underwood
County Purchasing Agent

NOTE CAREFULLY: INVOICE IN TRIPLICATE

IF REMITTANCE COPY IS REQUIRED, PLEASE PROVIDE

Invoices will not be audited or approved for payment unless and until the following requirements have been fully complied with:

1. Mail promptly to Purchasing Agent, Kings County Government Center, Hanford, California. Send manifest or memorandum of shipment with goods.
2. Purchase Order Number and Name of Department for which purchase is made must be clearly shown on all invoices, shipping papers and packages.
3. Each shipment must be covered by a separate invoice. Articles on this purchase order must not be billed with those on other purchase orders.
4. Deliver no goods to individuals without a signed purchase order.
5. Correspondence relative to this purchase order should refer to purchase order number.
6. Orders will not be paid until complete order is delivered.
7. Minimum time required for payment is 15 working days.
8. No charge for packing or drayage will be allowed except when specified on order.
9. All billings must be F.O.B. Store Door destination.

VENDORS COPY

Exhibit "G"

DIMS License Agreement

DIMS License Agreement

AGREEMENT FOR LICENSE OF "DIMS-NeT" FOR THE COUNTY OF KINGS DEPARTMENT OF ELECTIONS

1 PARTIES.

This agreement is made this 8 day of Sept, 1997, in the County of Kings, by and between DATA INFORMATION MANAGEMENT SYSTEMS, INC., a California corporation, hereinafter referred to a "Contractor" and THE COUNTY OF KINGS, a governmental corporation, hereinafter referred to a "County" acting by and through it's Director of Purchasing, hereinafter referred to as "Purchaser".

2. RECITALS.

This agreement is made with reference to the following facts:

- 2.a. WHEREAS, The Kings County Election Department requires a license for the use of the Data Information Management Systems, Inc., "DIMS-NeT" voter registration and election management system; and
- 2.b. WHEREAS, The County desires to license the use of the Data Information Management Systems, Inc., "DIMS-NeT" elections computer software, subject to the terms, covenants and conditions hereinafter contained; and
- 2.c. WHEREAS, The Contractor states and declares that it desires to grant County a license for the use of the Data Information Management Systems, Inc., "DIMS-NeT" elections computer software (as hereinafter defined) pursuant to the terms and conditions and for the purposes set forth in the Agreement.

3. AGREEMENT.

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties hereto agree as follows:

4. DEFINITIONS.

The following terms have the following meanings in this Agreement.

ACCEPTANCE Written approval of the Director of Purchasing and the Registrar of Voters or their designated agents.

AUTHORIZATION Term Purchase Agreement, or Contract Order, or Purchase Order of the County of Kings properly executed by the Department Head, the Purchaser, Chief Administrative Officer, and certified by the Controller for the specific funding of this Agreement or any modification thereof.

CHIEF ADMIN OFFICER Chief Administrative Officer of the County of Kings.

COUNTY The County of Kings, a governmental corporation.

- CONTRACTOR** Data Information Management Systems, Inc. — P. O. Box 10367 — Costa Mesa California 92627
- CONTROLLER** Controller of the County of Kings.
- DATA CENTER** The location in the County where the computer equipment is located.
- DEPARTMENT** The County of Kings Election Department, located at _____, Hanford California.
- D.I.M.S.** The term "D.I.M.S." is an acronym for DATA INFORMATION MANAGEMENT SYSTEMS, INC.
- D.I.M.S. MANUALS** The term "MANUALS" means any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of the software described in this Agreement, including, but not limited to, all procedures and workings of the software described in this Agreement. All such manuals are proprietary to D.I.M.S.
- D.I.M.S. PROGRAMS** The term "D.I.M.S. PROGRAMS" means all programs, sets of instructions and statements to be used directly or indirectly in the Computer Servers (as defined below) to facilitate directly or indirectly the use(s), maintenance or enhancement of the D.I.M.S. elections computer software. All such programs are proprietary to D.I.M.S.
- D.I.M.S. SOFTWARE** The term "D.I.M.S. SOFTWARE" means the collection of D.I.M.S. Programs and D.I.M.S. Manuals associated with the D.I.M.S. computer software. All D.I.M.S. software is proprietary to D.I.M.S.
- "DIMS-Net"** The term "DIMS-Net" means the collection of D.I.M.S. Software Programs and D.I.M.S. Manuals associated with the D.I.M.S. computer software. All D.I.M.S. software is proprietary to D.I.M.S.
- ENHANCEMENTS** The term "D.I.M.S. SOFTWARE ENHANCEMENTS" means the additions of new D.I.M.S. sub-systems (as defined below) or the revision of existing D.I.M.S. subsystems. All such D.I.M.S. software enhancements are proprietary to D.I.M.S.
- MAINTENANCE** The term "D.I.M.S. SOFTWARE MAINTENANCE" means the maintenance of the D.I.M.S. Programs and the resolution of any problems with respect to the D.I.M.S. programs concerning internal coding and operation thereof. The term D.I.M.S. Software Maintenance is meant to include those modifications, additions and revisions of the D.I.M.S. Software mandated by new legislative enactment. All such D.I.M.S. Software Maintenance is proprietary to D.I.M.S.
- RELEASES** The term "D.I.M.S. SOFTWARE RELEASES" means the most recent revisions of D.I.M.S. elections computer software. All such D.I.M.S. software releases are proprietary to D.I.M.S.
- D.I.M.S. SUBSYSTEM** The term "D.I.M.S. SUBSYSTEM" means any portion of the D.I.M.S. software which is related to a specific functional area within the Election Department. All such D.I.M.S. subsystems are proprietary to D.I.M.S.
- D.I.M.S. TIMES** The term "D.I.M.S. TIMES" means the computer software designed by Contractor specifically for use in the various steps of the voter registration and elections processes and includes the "DIMS-Net" software and any Contractor software enhancements and releases. D.I.M.S. "DIMS-Net" software is proprietary to D.I.M.S.
- COMPUTER SERVER** The term "COMPUTER SERVER" means a computer, or computers, and any related computers and related computer peripheral equipment and accessories which are compatible with the D.I.M.S. software and are capable of fully implementing the D.I.M.S. software. The "COMPUTER SERVER" is the computer systems located in the Data Center.
- PURCHASER** The term "PURCHASER" means the Director of Purchasing of the County of Kings or the Purchaser's designated agent.
- ELECTION DEPARTMENT** The term "ELECTION DEPARTMENT" means the County of King's Election Department, Office of the Registrar of Voters or current facilities manager.
- FACILITIES MANAGER** The term "FACILITIES MANAGER" means the County's designated agent for data processing and information services management. The FACILITIES MANAGER could be an in-house County staffed department, similar to the Election Department, or an independent corporation staffed by non county employees under contractual terms and conditions.
- SOURCE CODE** The term "SOURCE CODE" shall have the meaning generally applied to the term in the computer industry and shall include any and all computer programs, procedures and utilities, including, but not limited to, business basic programs, assembly language programs, C programs, sort batch files, macros files and any other programs or

pseudo-programs used in the D.I.M.S. software packages licensed by this Agreement. All such Source Codes are proprietary to D.I.M.S.

STANDARD FORMAT The term "STANDARD FORMAT" shall mean the generalized record layouts that contain the essential fields of database records (e.g., magnetic tapes supplied to the Secretary of State by the Counties). All such Standard Formats are proprietary to D.I.M.S.

COMPUTER SERVER VENDOR The term "COMPUTER SERVER VENDOR" means Intel, COMPAQ, Hewlett-Packard, Data General, or any other hardware manufacturer responsible for the manufacture or distribution of the hardware.

SYSTEM SOFTWARE The term "SYSTEM SOFTWARE" means the programs and program revisions provided by the Computer Server vendor, another manufacturer of operating systems software or a manufacturer of applications software.

WORK The term "WORK" means the work to be done by furnishing materials and services under this contract; unless some other meaning is indicated by the context.

5. CERTIFICATION OF FUNDS AND BUDGET AND FISCAL PROVISIONS.

- 5.a. This Agreement is subject to the budget and fiscal provisions of the County of Kings.
- 5.b. Charges will accrue only after prior written authorization certified by the Controller of the County of Kings. Any amount of the County's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- 5.c. This Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the following fiscal year. If funds are appropriated for a portion of the following fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- 5.d. This paragraph controls against any and all other provisions of the Agreement.
- 5.e. Payment under this authorization or orders shall be as provided in Paragraph 12 (PAYMENT) and Paragraph 13 (METHOD OF PAYMENT).

6. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date hereof and shall continue in full force and effect unless terminated as provided in Paragraph 25, Termination.

7. EFFECTIVE DATE OF AGREEMENT.

This Agreement shall become effective when the County's Controller has certified to the availability of funds and the Contractor has been notified in writing; and, it is further understood that this contract shall be subject to all budgetary and fiscal provisions of the County.

8. SERVICES CONTRACTOR AGREES TO PERFORM.

During the term of this Agreement, Contractor shall have the following obligations, duties and responsibilities:

- 8.a. Right to use D.I.M.S. "DIMS-Net" elections computer software. In accordance with the provisions herein contained, Contractor hereby grants to the County a nonexclusive license to use the D.I.M.S. TIMES, elections software; such right specifically excludes the right of the County to sub-license, assign, or sublease any of its rights hereunder.
- 8.b. Provide System Software Releases. Contractor shall provide the service of performing System Software Releases as those releases are made available. Installation of such releases will be coordinated between the County's election staff and Contractor.

8.c. Authorized Maintenance. All software maintenance, software enhancement, software releases and systems software shall be provided and installed by employees or authorized agents of Contractor.

8.d. Permits and Licenses. Contractor and all its employees and agents shall secure and maintain in full force such licenses and permits as are required of Contractor by law in connection with the furnishing of materials, articles or services required for Contractor's performance under this Agreement or modifications of this Agreement. All operations and materials shall comply with applicable laws.

8.e. Liaison With Contractor. In performing the services provided for in this Agreement, the Election Department will designate from time to time persons to be the Department's liaison with Contractor. Initially the Registrar's liaison with Contractor will be:

- Laura Winslow.

8.f. Initial Installation. An installation and conversion plan, itemizing the steps to be taken in converting from the County's existing systems to Contractor's new systems, will be prepared prior to installation and conversion. A training plan with at least 5 days training time will also be prepared prior to installation and conversion. In addition to the training days, subject to negotiation, additional days of on-site project management and technical support will be devoted by D.I.M.S. to the County during the implementation phase. These services will be provided as part of the agreement between the parties at no additional charge to the County.

8.g. Long Term Services. After the initial installation, conversion and training has been accomplished, Contractor shall, for the remainder of the term of this Agreement, do the following:

8.g.1. Provide remote support via telephone/modem during normal working hours at no additional cost to the County.

8.g.2. Provide mandated changes and system enhancements at no additional cost to the County.

8.g.3. Provide, within two weeks of each request, approximate time table and cost estimates for custom programming requests made by the County. Additional charges for custom programming will accrue at the then hourly rate published by D.I.M.S. for custom programming services. The current hourly rate for custom programming services is \$125 per hour.

8.g.4. Provide all the current interfaces and reports at no additional cost to the County.

9. COOPERATION.

It is understood by the parties that in order for Contractor to be able to perform the tasks required of Contractor by this Agreement within the times stated, full and uninhibited cooperation of County staff, complete and unfettered access to all necessary equipment, and full and immediate access to information, data and necessary supplies will be required of the County.

10. REPORTS.

Contractor shall submit project status reports as agreed by the parties.

11. RESPONSIBILITIES OF THE COUNTY.

The County shall provide adequate storage for documentation with adequate working space, including heat, light, ventilation, electric current, telephone and power outlets for use of the Contractor's personnel. These facilities shall be within a reasonable distance of the equipment and shall be provided at no expense to the Contractor.

The County shall prepare the site for installation of hardware.

Within 10 days of contract award, the County shall furnish D.I.M.S. with the following data files and their related record layouts:

- a) Voter file
- b) Polling Place file
- c) Poll Worker file
- d) Street file
- e) District file
- f) Permanent Absent Voter file

*we put to
tape*

The County understands that from time to time it will be necessary to allow Contractor to have access to this space and the machines outside of normal working hours.

12. PAYMENT.

The County agrees to pay the amounts listed below. The maintenance rates and monthly lease payment listed below shall remain in effect until the beginning of the next fiscal year.

The Contractor may change the monthly charges listed below at the beginning of each fiscal year by giving at least thirty (30) days prior written notice. The changes shall not exceed Contractor's published charges for service on the effective date of the adjustment.

The County agrees to pay Contractor the following:

- 12.a. 60% of all one time costs upon acceptance of hardware and completion of database conversion.
- 12.b. The remainder of all one time costs upon successful implementation and Election Department testing and acceptance.
- 12.c. Commencing on the first day of the next month, County shall pay Contractor, monthly in arrears, the monthly maintenance fee agreed to by the parties for the nonexclusive right to use the D.I.M.S. software described in this Agreement.
- 12.c. The monthly maintenance fee, described above, shall be based on the number of Voter Rows contained in the Voter Table on the 1st day of November in every year. After one complete year under the terms of this agreement, on the 1st day of November in each year, the monthly fee may change. The monthly fee may go up or down, but once changed, will remain at that rate until the next year on November 1st.

13. METHOD OF PAYMENT.

Documentation of charges furnished by the Contractor under this provision must be in a form acceptable to the Purchaser and the Controller. All amounts paid shall be subject to audit by the County.

- 13.a. All charges incurred under this Agreement shall be due and payable only after services or use has been rendered and in no case in advance of such service or use.
- 13.b. Monthly charges for services or use under this Agreement or modification under this Agreement will be invoiced one month in arrears.
- 13.c. Terms for payment shall be N-30 from invoice date.
- 13.d. Payment shall be made by the County to:

DATA INFORMATION MANAGEMENT SYSTEMS, INC.
P. O. BOX 10367
COSTA MESA CALIFORNIA 92627

or to such other location as Contractor desires.

14. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK.

The granting of any payment or payments by the County, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to replace or correct unsatisfactory work.

15. TAXES.

The County will pay California sales and use taxes only. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

16. TERMS OF USE.

The D.I.M.S. software described in this Agreement may be operated at any time and for any period of time at the convenience of the County and shall not be restricted to consecutive hours, length of personnel shifts, or for any other reason.

17. WARRANTY.

The County acknowledges the complexity and interrelationship of each of the component parts comprising the D.I.M.S. software described in this Agreement and agrees that the sole liability of Contractor to the County, and the County's sole remedy against Contractor for any inherent defects in the D.I.M.S. software described in this Agreement shall be limited to Contractor providing adequate programming services to correct any such inherent defect, as Contractor and the County deem necessary and appropriate.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH 17, THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE D.I.M.S. SOFTWARE DESCRIBED IN THIS AGREEMENT AND/OR EACH OF ITS COMPONENT PARTS, AS IT OR THEY CURRENTLY EXIST OR MAY BE MODIFIED OR SUPPLEMENTED IN THE FUTURE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE HAVE BEEN ELIMINATED BY AGREEMENT OF THE PARTIES HERETO. EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS PARAGRAPH 17, CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR MAINTENANCE OF THE D.I.M.S. SOFTWARE DESCRIBED IN THIS AGREEMENT, OR ANY OF ITS COMPONENT PARTS, AND IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

CONTRACTOR MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, OR WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, CONCERNING THE SYSTEM SOFTWARE.

18. INSURANCE.

18.a. Contractor will maintain in full force, during the full term of the contract, insurance in the following amounts and coverage:

18.a.1. Workers' Compensation, with employers' liability limits not less than \$1,000,000 each accident.

18.a.2. Comprehensive general liability insurance with limits not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage, including contractual liability, independent contractor, broad form property damage, personal injury, products and completed operations coverage.

18.a.3. Comprehensive automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage, including owned and nonowned and hired auto coverage, as applicable.

18.b. Comprehensive general liability and comprehensive automobile liability insurance policies shall be endorsed to provide the following:

18.b.1. Name as ADDITIONAL INSURED the County of Kings, its officers, agents and employees.

18.b.2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.

18.b.3. Thirty (30) days advance written notice to County of cancellation, nonrenewal, or reduction in coverage.

18.c. Certificates of insurance, satisfactory to County, evidencing all coverages above, shall be furnished to the County before commencing any operations under this contract, with complete copies of policies upon County request.

19. PROPRIETARY INFORMATION OF THE COUNTY.

The Contractor understands and agrees that, in the performance of the work or services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the County, and that such information may contain proprietary details, disclosures or sensitive information which disclosure to or use by third parties will be damaging. The Contractor agrees that all information disclosed by the County to the Contractor shall be held in confidence and used only in performance of the services under this Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

20. PROPRIETARY INFORMATION OF CONTRACTOR.

The parties hereto agree that the software described in this Agreement, and all constituent parts thereof, are valuable only as long as they remain secret and confidential. Accordingly, each party agrees to take all steps reasonably necessary to protect the confidentiality of the software described in this Agreement and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In this regard, the County agrees to do all of the following:

20.a. Segregation of Use Areas. To the maximum extent reasonably practicable, the County shall restrict access to the Computer Servers and the software described in this Agreement to prevent unauthorized personnel from acquiring significant or confidential information concerning the software described in this Agreement.

20.b. Confidentiality Agreement. To the extent reasonably practicable, the County shall require all persons who will have access to either the Computer Servers or to the software described in this Agreement to sign a confidentiality agreement, in a form mutually acceptable to the Contractor and the County. The Contractor's standard Non-Disclosure and Indemnification Agreement is attached as Attachment "A".

20.c. No Duplication, Etc. The County shall not duplicate or reproduce, in any manner, the software described in this Agreement, or any component or constituent parts thereof, and agrees not to disseminate, display or use the software described in this Agreement, or any component or constituent parts thereof, or any information or material concerning the software described in this Agreement, including, but not limited to, software documentation, except as is reasonably necessary for the County to perform its election functions and to comply with the terms of this Agreement.

20.d. Unauthorized Modifications. Any modification to the software described in this Agreement or the system software which is accomplished or undertaken by any person other than Contractor or employees of Contractor or authorized agents shall be considered a termination of this Agreement.

21. DOCUMENTATION.

The County may not at any time reproduce any documentation and printed materials provided by the Contractor without the express written consent of the Contractor. The Contractor will provide two (2) copies of the D.I.M.S. User Manual and one (1) copy of any technical hardware manuals for each piece of equipment ordered through D.I.M.S. and one (1) copy of the operating system documentation. The Contractor shall provide additional copies of documentation and printed materials upon request at additional cost to the County. Currently the cost of the: D.I.M.S. User Manual is \$250 per copy; Operating System Documentation is \$150 per copy.

The Contractor may grant a right to copy the manual on a one time or ongoing basis. Under the terms of this agreement, D.I.M.S. grants copy rights to the County for up to 14 copies of the D.I.M.S. User Manuals. These copy rights are extended for the life of this agreement and expressly apply to all Documentation revisions.

If the documentation described is revised at any time or if additional documentation is developed by the Contractor with respect to the software described in this Agreement, the Contractor shall deliver two (2) copies to the County of such revised or additional documentation, at no cost to the County. Under the terms of this agreement, D.I.M.S. grants the right to copy 14 such revised User Manuals to the County.

22. MUTUAL NON-SOLICITATION.

The County agrees not to approach or solicit for employment in any way Contractor's employees while this contract is in force, or for ninety (90) days thereafter. The Contractor agrees not to hire, solicit, or accept solicitation for the services, through employment or other means, of any County employee with whom the Contractor has direct contact in the course of an assignment under this contract, or for a period of ninety (90) days thereafter.

23. CONFLICT OF INTEREST.

No officer, member or employee of the County and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Contractor, nor member of the Contractor's family, shall serve on a County board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operations, or authorizes funding to Contractor.

24. MODIFICATION OF CONTRACT.

The County may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must, if acceptable, comply with such orders, except that:

24.a. If changes in design, workmanship, or material are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and

24.b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and the Controller. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

25. TERMINATION.

This Agreement shall remain in force until terminated by either the Contractor or the County for any cause or reason provided the County gives the Contractor a least (90) days prior written notice of such intent or that Contractor gives the County at least (90) days prior written notice of such intent. This Agreement shall continue in full force and effect during the transition period. The obligations of the County and Contractor set forth shall continue, to the

extent applicable, notwithstanding the termination of this Agreement. The County shall be permitted to continue to use the software described in this Agreement during the transition period; provided, however, Contractor will not provide software maintenance, software enhancements, or software releases during such period of time and, provided further, the obligation of the County to pay the base rental amount, as specified under PAYMENT (Paragraph 12), shall be reduced to an amount equal to eighty percent (80%) of the base rental amount which would otherwise be applicable during such period. If this Agreement is terminated, the County will return all copies of the D.I.M.S. software and all of its elements.

26. INDEPENDENT CONTRACTOR.

The Contractor is and shall be considered to be at all "DIMS-Net" an independent Contractor. The County shall not be liable for any act or acts of the Contractor and nothing herein contained shall be construed as creating the relationship of employer and employee between the two parties.

26.a. The Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and payment of any and all federal, state and local personal income taxes for such persons, including any related assessments or contributions required by law, and all other regulations governing such matters. The Contractor agrees to indemnify and hold the County harmless from any and all liability which it may incur to the federal and state government as a consequence of Contractor's failure to pay, when due, all such taxes and obligations.

26.b. The Contractor agrees that he is an independent Contractor and not an employee and is therefore not eligible to participate in the County health service system, vacation, holiday, retirement, or other programs, nor, in the event that the County exercises the contract termination provisions contained herein, does the Contractor have recourse of rights of appeal under the County rules and regulations which are applicable to employees.

26.c. The Contractor shall not be reimbursed for any travel time conducted pursuant to this Agreement.

26.d. The Contractor shall not be reimbursed for any vacation, sick leave or overtime.

26.e. The employees and agents of each party, and those of their respective customers, shall, while on the premises of the other, comply with all rules and regulations of the premises, including all security requirements.

27. QUIET ENJOYMENT.

The County shall be entitled during the term of this Agreement and all renewals to use the system without disturbances, subject only to its obligations to make the required payments hereunder. Contractor represents that this Agreement is not subject or subordinate to any right of Contractor's creditors, or if such subordination exists, that the agreement or instrument creating the same provides for nondisturbance of the County so long as it shall not be in default hereunder.

28. ATTORNEY'S FEES.

If any legal action is brought or commenced by either party to this Agreement against the other for the enforcement of the Agreement or because of an alleged dispute, breach or default under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs in such action in addition to all other relief to which he may be entitled.

Any obligation of the County for attorney's fees as herein provided remain subject to the budget and fiscal provisions of the County.

29. BANKRUPTCY.

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or

assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, where such proceedings are not withdrawn or discharged within ninety (90) days, then the County may at its option terminate this Agreement.

30. ESCROW AGENT.

Contractor agrees to make the County a beneficiary under the terms of its software escrow agreement with Attorney PHILIP C. DRESCHER by which he agrees to hold a copy of the source code for D.I.M.S. Ballot Counting, D.I.M.S. Advanced Scanner System, D.I.M.S. Election Management System and personal computer source codes at Santa Paula Savings and Loan Association's Main Branch in Santa Paula, California. A copy of all other source code is to reside on the County's host computer as provided by Contractor in the normal course of its support of the County's election functions. Notwithstanding any other provisions of this Agreement, including, but not limited to, provisions of this Agreement pertaining to the proprietary interest and restriction on copying, Contractor grants the County the right to make a reasonable number of archived copies of this source code.

31. LAWS AND REGULATIONS.

Articles and services covered by this contract must comply with applicable federal, state, and local laws, ordinances, and other local requirements which are in effect at the day and year first hereinabove written. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and the term or provision shall be deemed stricken.

32. CONTRACT MADE IN CALIFORNIA.

This Contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California.

33. INDEMNIFICATION.

33.a. The Contractor shall keep, defend, indemnify and hold the County harmless from any and all claims and liabilities for damages to all persons, corporations, and partnerships including, but not limited to, employees of Contractor and heirs of employees of Contractor and employees of County and heirs of employees of County arising out of and in the course of the performance of this Agreement by Contractor, and

33.b. Shall save, keep, hold harmless, and fully indemnify and defend the County, its officers, or agents and employees from all damages or claims for damages, costs, or expenses in law or equity that may at any time arise for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark of any other person or persons in consequence of the use by the County, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

33.c. Control of the defense negotiation, compromise and settlement of such suits shall be vested in Contractor. The defense and payment set forth herein are conditional upon the following:

33.c.1. Notice of Claims. Contractor shall be promptly notified within five (5) days, pursuant to Paragraph 36 hereof, by the County of potential claims of which the County has knowledge; and

33.c.2. Discovery of the Software Described In This Agreement. If at any time a party to any litigation involving the election processes of the County or the software described in this Agreement seeks by way of litigation or legal process to discover information in any way related to the software described in this Agreement, or requires the production of the software described in this Agreement, or any component or constituent part thereof, the County shall promptly advise Contractor of such matter as soon as the complaint, subpoena or discovery document has been served on the County, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order or moving papers for the disclosure of information relating to, or the delivery of all or any portion of the software described in this Agreement, the County shall cooperate with Contractor so as to

maintain, to the maximum extent permissible, the confidentiality and secrecy of the software described in this Agreement and to obtain, if requested by Contractor, a protective order of the court or legal forum to avoid the further disclosure or divulgence of any matters relating to the software described in this Agreement and to assure the continued protection of the confidentiality thereof, provided, however, such action is to occur only in the event that Contractor is unable to make a timely intervention into said legal action or proceeding. Contractor shall reimburse County for all costs incurred by the County resulting from its acts on behalf of Contractor.

So as to protect the interest of the Contractor, the County agrees to inform Contractor immediately of any known unauthorized disclosures of the software described in this Agreement.

33.c.3. Remedial Action. If, in the opinion of Contractor, the software described in this Agreement or any of its components purchased hereunder is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets, then, without diminishing Contractor's obligation to satisfy said final award, Contractor, may, at its option and expense, either (i) obtain the right for the County to continue to use the software described in this Agreement and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and Contractor.

34. NOTICE TO PARTIES.

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to the County shall be in duplicate and addressed as follows:

County of Kings
Election Department / Information Services
1400 W. Lacey
Hanford California 93230

or to such other location as the County directs.

Notices to the Contractor shall be addressed as follows:

DATA INFORMATION MANAGEMENT SYSTEMS, INC.
P. O. BOX 10367
COSTA MESA CALIFORNIA 92627

or to such other location as the Contractor directs.

35. SECTION HEADINGS.

The section headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this contract.

36. WAIVER.

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

37. ASSIGNMENT.

37.a. This Agreement may not be assigned, delegated or subcontracted without the express written consent of the County. County's consent shall be by written approval of the Purchaser.

37.b. No transfer, assignment, delegation or subcontract of this Agreement or any interest hereunder shall release the Contractor from his obligation hereunder.

37.c. Consent will not be unreasonable withheld.

37.d. The County shall not be entitled to assign this Agreement or its rights or interests in this Agreement. This Agreement constitutes a license between Contractor and the County without any right to sublicense, assign or sublease.

38. LIENS.

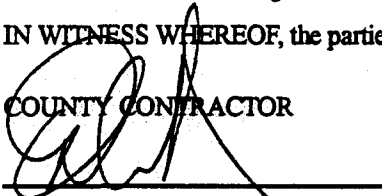
Neither Contractor, Contractor's subcontractor, nor any other person supplying labor, material, or other services for the work provided in this Agreement, or for any alteration or addition thereto, shall file any mechanics' lien or claim of any sort or kind against the premises of the County or any part of such premises, the performance of the County or any part of such premises, the performance of any work hereunder being a waiver by Contractor, Contractor's subcontractor, and each such other person, of any and all rights to file any such lien or claim.

39. ENTIRE AGREEMENT.

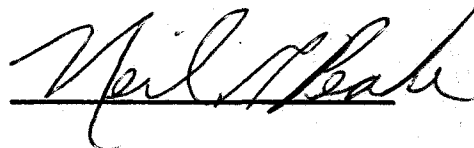
This Agreement, and the appendices attached hereto, the recitals set forth herein above, constitute the entire agreement between the parties with respect to the subject matter hereof superseding all prior negotiations, proposals, discussions and preliminary understandings. No change or waiver of any provisions hereof shall be valid unless made in writing and executed in the same manner as this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first herein above written.

COUNTY CONTRACTOR



David A. Nemeroff
Acting Director
Information Services
Kings County
1400 W. Lacey
Hanford, CA 93230
(209) 582-3211 ext: 2550



Neil G. Peake
Vice-President
Data Information Management
Systems, Inc.
P.O. Box 10367
Costa Mesa, Ca. 92627
1-800-553-3467

Attachment "A"

Non-Disclosure and Indemnification Agreement

This Agreement is entered into between Kings County, a political subdivision of the State of California, the County's agents, authorized representatives or facilities managers ("COUNTY") and Data Information Management Systems, Inc. ("DIMS").

RECITALS

The County is responsible under law for conducting and managing all elections for Kings County and in that capacity has purchased the right to use the DIMS Election Management System and the DIMS Advanced Scanner System from DIMS pursuant to the terms and conditions of an agreement entered into between the parties.

Pursuant to the Agreement between the County and its agents, authorized representatives and facilities managers, the County will be administering and managing the Hardware and Software purchased from DIMS to coordinate the elections system. In this capacity, the County, its authorized agents or facilities managers will have contact with, and knowledge of proprietary information under license between the County and DIMS.

TERMS

The undersigned Parties agree to each of the terms and conditions contained within this Agreement by their signatures below.

1. The parties agree that the software, documentation and procedures related to all software under license with DIMS and all constituent parts are valuable only as long they remain confidential.
2. Each party agrees to take all reasonable steps necessary to protect the confidentiality of all DIMS software, documentation and procedures and to prevent proprietary information from becoming public information.
3. Each Party agrees to comply with the licensing, copyright and trademark conditions of the agreement between the County and DIMS.
4. The County, its authorized agents or facilities managers shall have the right to use the original and permitted duplicate copies of the Licensed Software and neither the County, its agents or facilities managers shall acquire any rights of ownership concerning the Licensed Software.
5. Neither the County, its authorized agents or facilities managers shall duplicate or reproduce in any manner the software, documentation and procedures owned by DIMS or any component or constituent parts thereof and agrees not to disseminate, display or use the software documentation and procedures owned and marked as copyright by DIMS or any component or constituent parts or any information or material concerning the software including without limitation software documentation, except as is reasonably necessary for the County, its authorized agents or facilities managers to perform its election functions and to comply with the terms of this Agreement and the Agreement between DIMS and the County and except as required for the training, use, and support of the DIMS Election Management System for Kings County.
6. In the event the County's facilities manager copies, duplicates in any manner, or causes to be made public any of the relevant materials that are owned or marked as copyrighted without permission or consent of the County or DIMS, and a suit is brought against the County's facilities manager for Violation of any copyright, trademark, or contract agreement of any type concerning the materials under contract herein, the County's facilities manager agrees to hold the County harmless and indemnify the County for all costs of defending said suit including without limitation attorney fees through appeal.
7. Other than as specifically stated in this Agreement, nothing in this Agreement shall modify or amend or void the prior existing agreements between the various parties.
8. This Agreement shall remain in effect for the entire time the subject materials and software are under license to the County.

KINGS COUNTY Elections Name Ed Rose Title Supervisor Date	Data Information Management Systems Name David Nemeroff Title Acting Director Date
FACILITIES MANAGER Name Charles Wilson Title Purchasing Manager Date	 Name Title Date



COUNTY OF KINGS

INFORMATION SERVICES DEPARTMENT

(209) 582-3211 ext. 2545
FAX (209) 584-8371

1400 West Lacey Boulevard
County Government Center
Hanford, California 93230

Kenneth D. Wedderburn
Director

Ross J. Underwood
DIMS
Box 10367
Costa Mesa, CA 92627

September 8, 1997

Dear Ross:

Enclosed please find the following:

- (1) Signed DIMS License Agreement - please sign and return to us with an original signature for our records.
- (2) PO for the DIMS Applications Software as follows:

DIMS-NeT	New Election Tech for Windows NT and WIN95
DASS	DIMS Adv Scanning System Software Windows Based
DABC	DIMS Adv Ballot Count System Software DOS Based
WANDA	DIMS Wanda Bar Code (included)
DataBase	Kings County DataBase Conversion (included)

A second PO will include the SASS Scanner, WANDA Bar Code Readers and Card Reader Controller and Cables as we discussed, all other automation equipment has been procured by Kings County and is being installed.

As soon as we receive your equipment we will contact you as regards your coming to Kings County to install the equipment, load the software, and, initially set-up the system for the users and train them on anything they will require to continue to build the system (tables, signature scanning, etc.). We anticipate a "mock" parallel November '97 election run in early February, 1998, and plan to go live for the June "Primary" in '98.

Please contact Thom Goumas in Information Services at extension 2559 with any questions. We look forward to working with you for a successful and timely implementation of the DIMS System.

David A. Nemeroff
Acting Director
cc: Ed Rose, Elections
Thom Goumas, I.S.

COPY

PURCHASE ORDER
ELCTNS2

COUNTY OF KINGS
PURCHASING DEPARTMENT
COUNTY GOVERNMENT CENTER
SERVICES BUILDING-1400 W. LACEY BLVD.
HANFORD, CALIFORNIA 93230
(209) 582-3211

PURCHASE ORDER NO. P02121

REQ. NO. _____

VENDOR: DIMS
Attn: Ross J. Underwood
Box 10367
Costa Mesa, CA 92627

PLEASE FURNISH THE FOLLOWING AND DELIVER
To **Kings County Information Services Dept.**
Kings County Government Center
1400 W. Lacey Boulevard
Hanford, CA 93230

DATE	VENDOR NO.	ACCOUNT CODING			COST ACCOUNT CODING			
9/11/97		FUND	DEPT	ACCOUNT	CLASS	JOB	EL	WORK
		001	1550	824238				
		CONTRACT <input type="checkbox"/>			ENCUMBRANCE \$		ENCUMB. LIQUIDATION \$	

IF ORDER CANNOT BE FILLED IMMEDIATELY, IN ACCORDANCE WITH DESCRIPTION, UNIT AND PRICE HEREON, CHECK WITH PURCHASING AGENT IMMEDIATELY.

QUANTITY	ITEM DESCRIPTION	INVOICE NO.	AMOUNT
1	DIMs-NeT New Election Technology for Windows NT and Win 95 DIMs-NeT Rev. 4.0		\$14,674.00
1	DIMS Wanda Bar Code right to use - WANDA Rev. 3.0		0.00
1	DIMS Advanced Scanning System Software Windows Based DASS Rev. 2.3		16,000.00
1	DIMS Advanced Ballot Count System Software DOS Based DABC Rev. 6.2		16,000.00
1	Conversion included with initial license fee		0.00
	TOTAL		\$46,674.00
 PROJECT: ELECTIONS - DIMS			

Ross J. Underwood
County Purchasing Agent

NOTE CAREFULLY: INVOICE IN TRIPLICATE

IF REMITTANCE COPY IS REQUIRED, PLEASE PROVIDE

Invoices will not be audited or approved for payment unless and until the following requirements have been fully complied with:

1. Mail promptly to Purchasing Agent, Kings County Government Center, Hanford, California. Send manifest or memorandum of shipment with goods.
2. Purchase Order Number and Name of Department for which purchase is made must be clearly shown on all invoices, shipping papers and packages.
3. Each shipment must be covered by a separate invoice. Articles on this purchase order must not be billed with those on other purchase orders.
4. Deliver no goods to individuals without a signed purchase order.
5. Correspondence relative to this purchase order should refer to purchase order number.
6. Orders will not be paid until complete order is delivered.
7. Minimum time required for payment is 15 working days.
8. No charge for packing or drayage will be allowed except when specified on order.
9. All billings must be F.O.B. Store Door destination.

KINGS COUNTY Elections Name <i>Ed Rose</i> Title <i>Supervisor</i> Date	Data Information Management Systems Name <i>David Nemeroff</i> Title <i>Acting Director</i> Date
FACILITIES MANAGER Name <i>Charles Wilson</i> Title <i>Purchasing Manager</i> Date	Name Title Date

Appendix 2

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO NCC GROUP BEFORE A REGISTERED LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) Runbeck Election Services, Inc., an Arizona corporation whose principal place of business is at 2800 S. 36th Street, Phoenix, AZ 85034 ("**Licensor**");
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with its principal office at 11675 Rainwater Drive, 600 Northwinds, Suite 260, Alpharetta, GA 30009 USA ("**NCC Group**"); and
- (3) Kings County, CA, whose principal office is at 1400 W. Lacey Blvd., Hanford, CA 93230 ("**Licensee**");

Agreement:

- 1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number 70865 dated January 30, 2020 ("**Escrow Agreement**") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) product name(s) and number(s) 70866 dated January 30, 2020, both between the Licensor and NCC Group.
- 2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between the Licensor, NCC Group and the Licensee in accordance with the terms of the Escrow Agreement.
- 3. The Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
- 4. This Registration Agreement shall take effect when NCC Group has:
 - (i) received written approval from the Licensor of the Licensee's application to join the Escrow Agreement;
 - (ii) acknowledged in writing to the Licensee that it has received a copy of this Registration Agreement completed and duly executed; and
 - (iii) registered the Licensee as a party to the Escrow Agreement.

Signed for and on behalf of Runbeck Election Services, Inc.

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of Secretary of State of California

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of Kings County, CA

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name:|.....

Position:| (Authorized Signatory)

Date:|



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Department of Public Health - Edward Hill/Nancy Gerking
SUBJECT: CALVIVA NOVEL CORONAVIRUS DISEASE 2019 AWARD

SUMMARY:

Overview:

The Kings County Department of Public Health (KCDPH) is requesting approval to accept an award from Cal-Viva in the amount of \$150,000. These funds will be used to help offset costs associated with the Department's response to the Novel Coronavirus Disease 2019 (COVID-19).

Recommendation:

- a. Authorize the Director of Public Health to accept the \$150,000 award from CalViva Health in support of the Department's response to the Novel Coronavirus Disease 2019; and
- b. Approve the budget change. (4/5 vote required)

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action. The \$150,000 award will be used to offset the Health Department's COVID-19 response. These funds will be reflected in Budget Unit 417400, Project Number 407800 (COVID-19), and will be used to reduce the Health Realignment burden.

BACKGROUND:

CalViva Health is a managed care health plan operated by the Fresno-Kings-Madera Regional Health Authority (a governmental entity) for the tri-county service area. The plan is governed by a Board of Commissioners representing county government, hospitals, medical providers, and at-large community members. At the April 16, 2020 meeting of the Fresno-Kings-Madera Regional Health Authority, the Commission approved an award of \$150,000 to KCDPH to help offset costs associated with the Department's response to the COVID-19 virus.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CALVIVA NOVEL CORONAVIRUS DISEASE 2019 AWARD

July 14, 2020

Page 2 of 2

These funds were made available after July 1, 2020. The KCDPH will be able to utilize these funds to offset the salaries of its employees not covered under any other COVID-19 funding streams, and reduce the use of Health Realignment.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

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

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

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General	Public Health Emergency Preparedness	Realignment	100000	417400 407800	85002	-150,000
TOTAL						-150,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General	Public Health Emergency Preparedness	Other Revenue	100000	417400 407800	88025	150,000
TOTAL						150,000

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

To accept the Fresno-Kings-Madera Regional Health Authority's award made on behalf of CalViva to the Kings County Department of Public Health to help offset the costs associated with the COVID-19 response.

Auditor Approval _____ Department Head _____

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Human Services Agency – Sanja Bugay/Antoinette Gonzales

SUBJECT: PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT FOR SECOND SHELTER SITE WITH SURYAKANT PATEL, OWNER OF STARDUST MOTEL

SUMMARY:

Overview:

Project Room Key is a program put in place across the State of California to allow for the homeless population to shelter in place, and comply with the Governor’s executive order released on March 19, 2020. The Human Services Agency (HSA) is requesting approval to contract with Suryakant Patel, owner of Stardust Motel, to provide a second motel site for an additional 20 rooms as non-congregate shelter options for the sick and medically vulnerable due to the Novel Coronavirus Disease 2019 (COVID-19) Epidemic Public Health Emergency that have been identified in a second homeless encampment location within Kings County.

Recommendation:

Approve an Emergency Housing Agreement for a second motel site with Suryakant Patel, owner of Stardust Motel, to provide additional shelter for 20 additional rooms, retroactively from July 8, 2020 and shall continue month-to-month based on service need and Federal Emergency Management Agency approval.

Fiscal Impact:

No increase to Net County Cost associated with this recommended agreement. The cost of the agreement for the first month of service is estimated at \$45,600 and not to exceed \$58,900 per month for the months to follow; expenses will be claimed to the Federal Emergency Management Agency (FEMA).

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT FOR SECOND SHELTER SITE WITH SURYAKANT PATEL, OWNER OF STARDUST MOTEL

July 14, 2020

Page 2 of 3

FEMA will reimburse the County for 75% of all eligible expenditures. County will offset the 25% match with County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program. Additional months of sheltering costs are anticipated to be needed, which would be offset with 75% FEMA funding and 25% CARES act funding awarded to the County. The County Administrative Officer will work with the HSA Director to bring back a budget allocation request for your approval.

BACKGROUND:

In response to COVID-19, the State and counties have partnered to increase non-congregate shelter options for people experiencing homelessness who are COVID-19 positive, exposed or have underlying conditions that make them more vulnerable and in need of isolation and sheltering to minimize the over-utilization of the healthcare system and potential negative impact on the hospital capacity.

The California Department of Social Services (CDSS) has encouraged counties to use all available local, state, and federal funding to secure hotel/motel rooms, and to provide the onsite supportive services needed to support these properties as emergency housing for immediate protection. Occupancy agreements with property owners allow the owners to continue to operate the property, while allowing the County to focus its resources on the provision of site supervision, security, laundry, sanitation, and other services, as applicable and necessary to successfully achieve the goals of these efforts. Statewide, this effort has been named Project Room Key.

Project Room Key (PRK) in Kings County launched its first motel site on May 11, 2020 (Board Agreement #20-023). Kings County has demonstrated a need for additional rooms to serve as non-congregate shelters for the sick and medically vulnerable identified at a homeless encampment. Current capacity at the existing motel is not sufficient to meet the needs for the number of individuals that need to be isolated to help minimize the spread of COVID-19.

Project Room Key is currently housing 60 eligible individuals. Up to date PRK has housed 91 individuals and has discharged 31 for various reasons, including permanent housing. In addition to providing shelter and wrap around services, PRK has also served as a hub connecting individuals to a multitude of services including; health, dental, mental health, substance abuse services, etc. Currently there are a total of 106 individuals on the waitlist. Year to date total program expenses are \$391,999. Program efforts have led to long-term solutions for individuals. In collaboration with Whole Person Care, Kings-Tulare Homeless Alliance, Kings Community Action and Salvation Army, individuals are being assisted with services needed to expedite Rapid Rehousing. There has been a reduction in law enforcement calls, as program has progressed, and emergency room visits. Along with operating PRK, the HSA has been simultaneously focusing efforts on transitioning into long-term solutions acknowledging that PRK efforts are a temporary solution to addressing the homelessness issue in Kings County, as we shift into the next phase in State's COVID-19 response, which is Home Key.

Home Key has the financial backing of \$1.3 billion in funds available through the Fiscal Year 2020-2021 Budget Act. It will allow the largest expansion in recent history of housing for people experiencing homelessness, while addressing the continuing health and social service needs of this vulnerable population.

Agenda Item

PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT FOR SECOND SHELTER SITE WITH SURYAKANT PATEL, OWNER OF STARDUST MOTEL

July 14, 2020

Page 3 of 3

The HSA requests approval to add the Stardust Motel, located at 8595 Lacey Blvd., Hanford, CA 93230, for a second non-congregate shelter site. The agreement for rental of the Stardust Motel is structured on a month-to-month basis to allow extensions while the sheltering of the eligible population is necessary and while Federal (FEMA) and State approval for these program services exists. The agreement provisions include all County insurance requirements and required funds to offset the costs of additional insurance. County may terminate this occupancy agreement at any time with given notice.

The HSA's efforts have been closely coordinated with applicable local partners, including the Kings County Department of Public Health, the Kings/Tulare Homeless Alliance (homeless Continuum of Care), Kings County Behavioral Health, Kings County Sheriff, Hanford Police Department, and nonprofit community organizations with experience servicing this population.

The HSA and other organizations involved will follow the State's guidance for homeless assistance providers that was published on March 18, 2020 by the Business Consumer Services Housing Agency (BCSH). The agreement includes all provisions required for FEMA reimbursement.

County Counsel has reviewed and approved this agreement as to form.

COUNTY OF KINGS

EMERGENCY OCCUPANCY AGREEMENT

<u>OCCUPANCY AGREEMENT COVERING PREMISES</u> <u>LOCATED AT:</u> Stardust Motel 8595 Lacey Blvd. Hanford, CA 93230
<u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:</u> EEN# 47-0909122
<u>TENANT:</u> County of KINGS

Contract No: _____

Preamble

THIS OCCUPANCY AGREEMENT, made and entered into this ____ day of July 2020 by and between

Suryakant Patel

hereinafter called the Owner, without distinction as to number or gender, and the County of Kings, acting by and through the Board of Supervisors, hereinafter called the County. **This occupancy agreement is entered into pursuant to the Governor’s State of Emergency Proclamation dated March 4, 2020, the County of Kings Proclamation of Emergency dated March 17, 2020, the County of Kings Declaration of Local Health Emergency, Executive Orders N-25-20, and N-33-20, the Kings County Health Officer’s Order dated April 16, 2020, and guidance issued by the California Department of Public Health in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.**

WITNESSETH

Description

1. The Owner hereby authorizes the County and the County hereby hires from the Owner those certain premises “AS IS” with appurtenances situated in the City of Hanford, County of Kings, State of California, and more particularly described as follows:

The Stardust Motel (up to 20 Rooms) located at, 8595 Lacey Blvd., Hanford, CA 93230 as outlined in pink on the attached Exhibit "A" aerial site plan, consisting of one (1) page, dated July 8, 2020, said Exhibit "A", hereby being incorporated into this occupancy agreement, and including all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. The County shall occupy a fluctuating number of rooms, up to twenty (20), and pay for rooms based on the actual daily occupancy. The County shall have exclusive access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

County shall utilize rooms provided under this contract to house the following individuals: (1) Individuals who test positive for COVID-19 that do not require hospitalization, but need isolation or quarantine (including

those exiting from hospitals); (2) Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and (3) Individuals who are asymptomatic, but are at "high-risk," such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure. The County shall have discretion, exercised on a case-by-case basis, to allow these individuals to occupy the provided rooms with their pets.

Term

2. The term of this occupancy agreement shall commence on July 8, 2020, and shall continue month to month, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The County may terminate this occupancy agreement at any time by giving written notice to the Owner at least thirty (30) days prior to the date when such termination shall become effective. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

Compensation

4. County shall pay Owner rental payments from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THE DAILY ROOM RATE SHALL BE NINETY-FIVE AND 00/100 DOLLARS (\$95.00) DURING THE TERM OF THIS OCCUPANCY AGREEMENT.

Owner shall provide a monthly invoice to the County at the address below based on each room occupied, multiplied by the number of days actually occupied in that month, and then multiplied by the daily room rate. Rent shall be paid to Owner at the address specified in Paragraph 6 or to such other address as the Owner may designate by a notice in writing.

Invoices to County shall be sent to: Esam Abed
1400 W. Lacey Blvd., Bldg., 8
Hanford, CA 93230

5. County shall additionally pay Owner one (1) payment of \$_____ for the purchase of a general liability insurance policy covering the premises with _____ based on Quote Letter _____ attached hereto as Exhibit B and incorporated herein by reference. The policy shall have effective dates covering the term of this Agreement. To the extent any terms in such policy shall conflict with the terms of this Agreement, this Agreement shall control.

Notices

6. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

If to County
Esam Abed
1400 W. Lacey Blvd., Bldg., 8
Hanford, CA 93230
Phone No.: 559-852-4247

If to Owner
Suryakant Patel
8595 Lacey Blvd.
Hanford, CA 93230
Phone No.: 559-410-3523

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
COUNTY AND PREMISES ADDRESS

Rental warrants shall be made payable to: Suryakant Patel

and mailed to: 8595 Lacey Blvd.
Hanford, CA 93230

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

7. Other than those required for hotel staff parking, all parking spaces, upon commencement and during the term of the occupancy agreement, shall be unobstructed and completely accessible for County's use.

**Services,
Utilities, and
Supplies**

8. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
- D. Pool, pool area, and pool equipment, if any.
- E. Standard Linen/terry and laundry services.
- F. Standard hotel housekeeping/janitorial services not less than every 3 days.

All housekeeping/janitorial services, as well as linen/terry and laundry services shall be provided in accordance with any applicable, current health and safety protocols established by public health officials.

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Repair and
Maintenance**

9. During the term of this occupancy agreement, the Owner shall maintain the occupied premises in good repair and tenantable condition.

**Independent
Contractor**

10. The parties mutually understand and agree that this occupancy 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. County shall have no right to control or supervise or direct the manner or method by which Owner shall perform its work and function; provided, Owner shall satisfy and comply with its obligations as set forth herein.

Assignment

11. The County shall have the ability to assign this occupancy agreement. Furthermore, County shall have the ability to permit and allow members of the public to occupy the premises as part of the County's response to the COVID-19 outbreak.

Quiet Possession

12. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

Destruction

13. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

Subrogation Waived

14. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

15. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair
Employment
Practices**

16. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, gender identity, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex, sexual orientation, or gender identity. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County to implement such article.

Holding Over

17. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

**Surrender of
Possession**

18. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and in substantially the same condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

**Time of
Essence,
Binding upon
Successors**

19. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral
Agreements**

20. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

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

A. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

B. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

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 County's Risk Manager.

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 Owner to furnish insurance during the term of this Agreement.

Hazardous Substance

22. County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County's obligations and occupancy under this occupancy agreement or which were not caused by the County, Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and Owner for all efforts and expenses thereto.

Restoration of Premises

23. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Upon vacating the premises, County and Owner together shall conduct a walkthrough of the premises to determine if there is any damage attributable to the County that must be repaired.

County agrees to repair or pay for such damage except to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities, including California Government Code §8655. County shall reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts.

Access

24. Owner shall allow County or its agents to enter the premises as of 7:00 A.M. on July 8, 2020, to stage and prepare the property for occupants, or other parties, or for any other purpose County deems necessary.

Indemnification

25. Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

County shall not be liable to Owner, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the premises unknown to the County, its officers, agents or employees.

Taxes

26. Owner is solely responsible for all tax liabilities, including property taxes.

Exclusive Use

27. Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the term of the County's occupancy of the premises.

Occupancy of Premises

28. Owner and County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the premises. Owner and County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or County within the meaning of California Civil Code section 1940.

Remedies

29. In the event of a breach by the Owner of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. Each party hereto agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

Choice of Law

30. The Parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

Owner 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.

Severability

31. 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.

No Third-Party Beneficiaries

32. County and Owner 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.

Entire Agreement of the Parties

33. This Agreement, including its Preamble 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 Owner other than those contained herein.

Contributions of Both Parties

34. The Parties agree that each Party had had an opportunity to review this Agreement and consult with legal 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.

Imaged Agreement

35. An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

FEDERAL PROVISIONS

Clean Air Act

36. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

37. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

38. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

39. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

40. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

41. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment
and
Suspension
Clause**

42. This Occupancy Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

43. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

44. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

45. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-
Lobbying
Amendment,
31 U.S.C. §
1352 (as
amended)**

46. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the

Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By _____
Date _____

**Procurement
of Recovered
Materials**

47. In the performance of this Occupancy Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

48. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

49. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to
Records**

50. The following access to records requirements apply to this Occupancy Agreement:

- i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

51. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

52. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

53. The Federal Government is not a party to this Occupancy Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

54. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Occupancy Agreement.

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.

OWNER

COUNTY OF KINGS

By: _____
Suryakant Patel

By: _____
Doug Verboon, Chairman

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

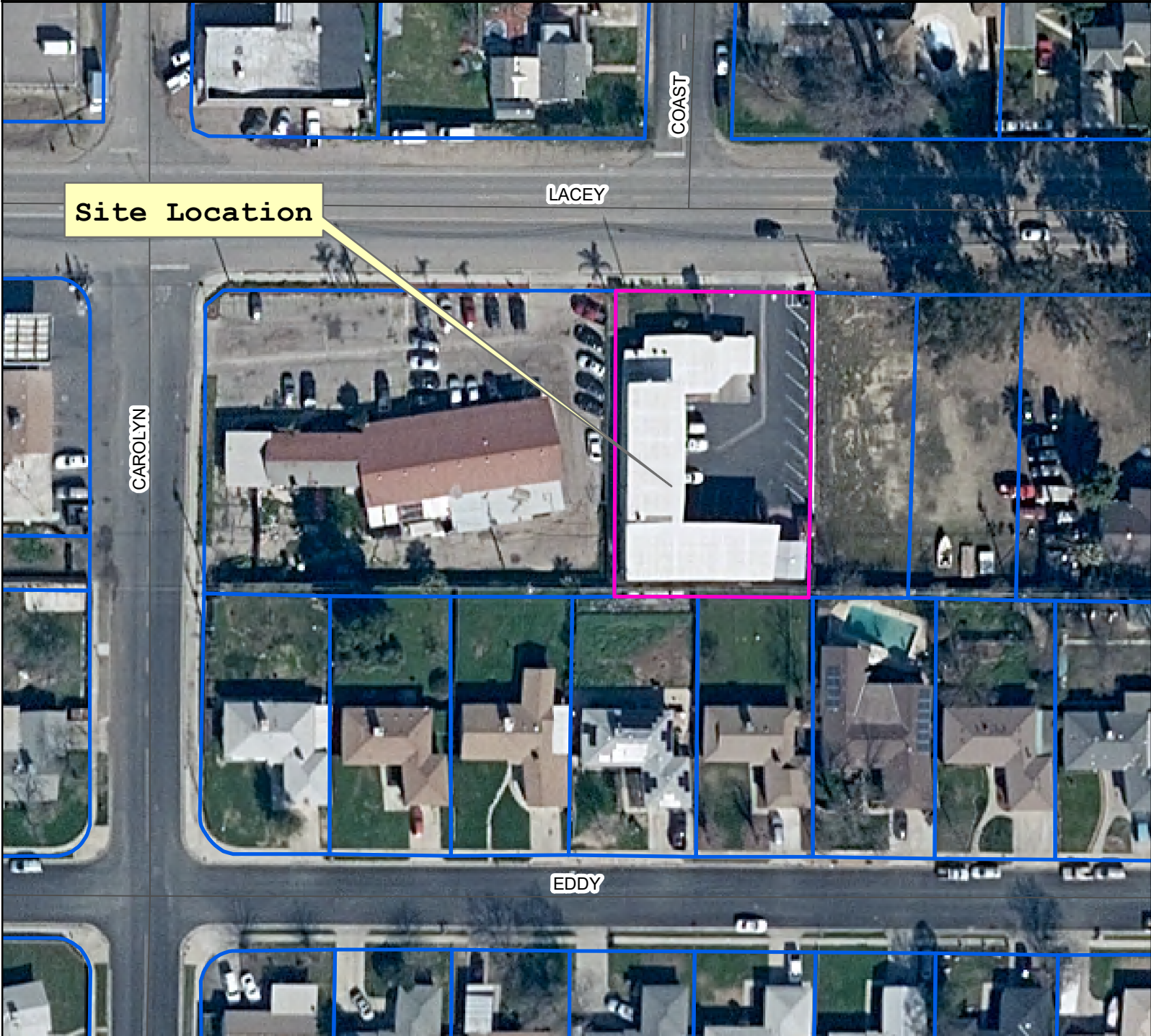
Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

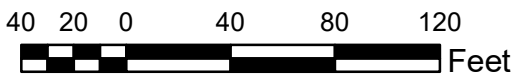
By: _____

Exhibits/Attachments:
Exhibit A: Site Map
Exhibit B: Quote Letter #06407148

**Exhibit A
Site Location Map For
8595 Lacey Blvd.
Hanford, CA 93230**



Map Prepared By:
County of Kings
 July 8, 2020
Kings County Community Development Agency
 1400 W. Lacey Boulevard, Hanford CA 93230 (559) 852-2670



LEGEND



Site Area

Circulation

- Minor Road
- Minor Arterial
- Interstate
- Highway
- Collector
- Arterial



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Administration – Rebecca Campbell
Department of Public Health – Edward Hill

SUBJECT: NOVEL CORONAVIRUS 2019 COUNTY UPDATE

SUMMARY:

Overview:

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as “COVID-19”. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

Recommendation:

- a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State’s roadmap for modifying the statewide order and take action as necessary.

Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS 2019 COUNTY UPDATE

July 14, 2020

Page 2 of 2

BACKGROUND:

The COVID-19 was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response. Staff will also provide an update on the status of the State's roadmap for modifying the statewide order.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: CORONAVIRUS RELIEF FUNDS PLAN

SUMMARY:

Overview:

The California Department of Finance (DoF) released initial information on the evening of June 30, 2020 regarding the Coronavirus Relief Funds (CRF) funding for counties. Your Board authorized the County Administrative Officer to sign a CRF certification form on July 7, 2020 promising to comply with federal and state health orders and guidance related to the COVID-19 emergency. This action lays out a spending plan for the funds.

Recommendation:

- a. Approve the COVID-19 allocation plan for the Coronavirus Relief Funds that the County of Kings has been allocated by the State of California pursuant to paragraph (2) or (3) of subdivision (d) of control section 11.90 of the Budget Act of 2020; and
- b. Authorize the County Administrative Officer to sign and certify all future documents necessary to maximize the County’s ability to collect its full allocation; and
- c. Approve the budget change. (4/5th vote required)

Fiscal Impact:

The County of Kings is estimated to receive approximately \$15,662,000 million in CRF funding for eligible COVID-19 costs. The State is recommending parsing the county allocation in installments, with one-sixth of the CRF funding due to counties in late July.

BACKGROUND:

Funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CORONAVIRUS RELIEF FUNDS PLAN

July 14, 2020

Page 2 of 6

Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

Based on the state’s population, California received a total of \$15.3 billion Coronavirus Relief Funds (CRF) provided in the federal CARES Act, with \$9.5 billion paid to the state and \$5.8 billion paid to cities and counties with populations over 500,000. The California State Budget authorizes the California Department of Finance to allocate \$1.8 billion of the state’s share of CRF to counties and cities.

Funding is contingent on the counties adherence to federal guidance, the state’s stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent executive orders or statutes, and all California Department of Public Health orders, directives, and guidance issued in response to the COVID-19 public health emergency.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Agenda Item

CORONAVIRUS RELIEF FUNDS PLAN

July 14, 2020

Page 3 of 6

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to the COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of the COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to the COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.

Agenda Item

CORONAVIRUS RELIEF FUNDS PLAN

July 14, 2020

Page 4 of 6

- Expenses to improve telework capabilities for public employees to enable compliance with the COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with the COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Related expenses reasonably necessary to the function of government that Fund's eligibility criteria.

The County's funding plan includes a recommendation to prioritize the funding in the following way:

- Reimburse the County for all eligible expenditures incurred due to COVID-19 that were covered with non-federal/State/grant funding sources between March 1st and June 30th. This would include expenses paid by Net County Cost, but also with other revenues such as Public Safety Realignment, Proposition 172, Health and Human Services Realignment, etc. The impact of this action would be to grow the fund balance in each of these funding sources and make that revenue available for expense in FY 20/21 or after.

The County has incurred approximately \$1.5 million in eligible reimbursable costs from March 1, 2020 through June 30, 2020.

- Reimburse the County for all eligible expenditures due to COVID-19 that are included in the budget and covered with non-federal/State/grant funding sources and are anticipated to incur between July 1st and December 30th. This would include expenses budgeted to be covered with Net County Cost, but also with other revenues such as Public Safety Realignment, Proposition 172, Health and Human Services Realignment, etc. The impact of this action would free up these revenue sources in your budgets to be used for other necessary expenditures or to contribute to the FY 21/22 fund balance.

Agenda Item

CORONAVIRUS RELIEF FUNDS PLAN

July 14, 2020

Page 5 of 6

The County is estimated to incur an additional \$1.5 million in eligible reimbursable expenses from July 1, 2020 through December 30, 2020.

- New Expenditures of the County that are currently not budgeted but are necessary to mitigate the impact of the COVID-19. These are additional items to be included in the budget and funded with CARES funding that meet the definition of the CARES funding, and are needed to mitigate the impact of COVID-19. The requests must meet the CARES act definition, and must be expended by December 30, 2020.

New countywide unbudgeted expenses are estimated at \$11.2 Million. Administration is recommending to fully fund the Department of Public Health's request of \$9.1 Million, and is requesting to fully allocate those funds now. Administration will work with the Director of Public Health to prioritize an additional the additional \$1.7 Million for departmental requests.

Department of Public Health Needs:

	Contract Nursing	698,500
	<u>Contact Tracers</u>	
	CARES	50,625
749,125	FEMA	151,875
900,000	Field Hospital Kit for Alternate Care Site (50 bed)	
	OptumServe	1,620,000
	Public Health	1,000,000 (PH - Equip, supplies, PPE, testing)
2,620,000		
	PPE (FEMA)	200,000
5,000	Motor Pool	5,000
74,250	Technology for additional staff needed to assist with the mitigation of the COVID-19 pandemic 25 laptops, 25 keyboard, 25 wireless mice, 10 eClinical licenses	
3,000,000	Isolation of +COVID-19 Essential Workers and their families (Food, Rent, Utilities, etc.)	
	Health Dept:	
	Sal/Benefit	1,614,389
	Indirect	322,878
	CARES	484,316
484,316	FEMA	1,452,950

Agenda Item

CORONAVIRUS RELIEF FUNDS PLAN

July 14, 2020

Page 6 of 6

1,000,000	Project Roomkey 500,000 CBO Homelessness Funding 500,000
40,000	Inventory Management System to track all countywide inventory received for COVID-19
20,000	Storage container to store all supplies related to COVID-19
50,000	Vehicle needed to move trailers with supplies and inventory, make deliveries, etc.
10,000	Alternate Care Site pallet organization kit
60,000	Countywide Graphic Design (COVID-19 posters, signage for businesses)
400,000	Countywide Education and Advertising
40,000	Digital Dashboard for Governmental transparency of COVID-19 data
9,068,566	Total

- Assistance to non-county entities, including private businesses, to mitigate the impact of COVID-19.

It is recommended to set aside \$2.0 Million in non-profit and private business assistance. A presentation will be provided on how this program will be implemented.

In summary, the CRF Plan for the County of Kings is estimated as follows:

CRF Expense Category	Amount
Reimbursement for Expenses March 1, 2020 through June 30, 2020	\$1,500,000
Reimbursement for Expenses July 1, 2020 through December 30, 2020	\$1,500,000
Department of Public Health Response	\$9,100,000
Countywide Department New Requests	\$1,562,000
Non-profit and Private Business Assistance	\$2,000,000
Total CRF Plan funds	\$15,662,000



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Elections Department – Lupe Villa

SUBJECT: STUDY SESSION – ELECTION MODEL FOR THE NOVEMBER 3, 2020
GENERAL ELECTION AND HISTORICAL ELECTION DATA

SUMMARY:

Overview:

This is a presentation to your Board regarding the election model for the upcoming November 3, 2020 General Election, and will include election historical data. The presentation will provide your board a brief description of the requirements set-forth by the State of California as they relate to the November 3, 2020, General Election. The presentation will provide your Board the election model recommended for the upcoming November 3, 2020, General Election.

Recommendation:

Receive an update on the November 3, 2020 General Election model that includes a presentation on election historical data.

Fiscal Impact:

None.

BACKGROUND:

On May 8, 2020, California State Governor Gavin Newsom signed Executive Order N-64-20, which provides that all Californians registered to vote in the November 3, 2020 General Election shall receive vote-by-mail ballots. On June 3, 2020, Governor Newsom signed Executive Order N-67-20, which provides additional guidance to California Counties to include providing in-person voting opportunities for the November 3, 2020, General Election.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

STUDY SESSION – ELECTION MODEL FOR THE NOVEMBER 3, 2020 GENERAL ELECTION AND HISTORICAL ELECTION DATA

July 14, 2020

Page 2 of 2

Additionally, on June 18, 2020, Governor Newsom signed Assembly Bill No. 860 into law, which adds additional requirements to California Counties as it relates to the November 3, 2020 General Election. Assembly Bill No. 860 requires that all Californians registered to vote in the November 3, 2020, General

Election November election receive a vote-by-mail ballot. It also requires that a ballot tracking service be implemented, and extends the postmark from three days after the election to 17 days after the election along with other requirements that will be shared in the power point presentation.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 14, 2020

SUBMITTED BY: Community Development Agency – Greg Gatzka/Victor Hernandez

SUBJECT: PUBLIC HEARING - DEVELOPMENT CODE TEXT CHANGE NO. 668.15; TO AMEND ARTICLE 4, SECTION 407 OF THE KINGS COUNTY DEVELOPMENT CODE TO ALLOW FOR ELECTRICAL ENERGY STORAGE FACILITIES IN AGRICULTURAL ZONED DISTRICTS

SUMMARY:

Overview:

The Community Development Agency has received an application that is proposing to add language to the Development Code to specify requirements for electrical energy storage facilities within one mile of an existing public utility substation as an allowed use with a discretionary conditional use permit in the AG-20, AG-40 & AX zoned districts. This item was first introduced at the June 30, 2020 Board of Supervisors meeting.

Recommendation:

- a. Hold a Public Hearing; and
- b. Find that Development Code Text Change No. 668.15 is exempt from CEQA review pursuant to Section 15061(b)(3) of the Guidelines for California Environmental Quality Act (CEQA Guidelines);
- c. Find that Development Code Text Change No. 668.15 is consistent with the policies of the 2035 Kings County General Plan; and
- d. Adopt an Ordinance approving the Development Code Text Change No. 668.15.

Fiscal Impact:

None to the General Fund or staffing resources as the Development Code Text Change is supported by Community Development Agency project application fees, and will allow additional future land use allowances through a Conditional Use Permit.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING - DEVELOPMENT CODE TEXT CHANGE NO. 668.15; TO AMEND ARTICLE 4, SECTION 407 OF THE KINGS COUNTY DEVELOPMENT CODE TO ALLOW FOR ELECTRICAL ENERGY STORAGE FACILITIES IN AGRICULTURAL ZONED DISTRICTS

July 14, 2020

Page 2 of 2

Advisory Board Statement:

The Kings County Planning Commission, after receiving the staff report and holding a public hearing, adopted Resolution No. 20-06 on May 4, 2020, and recommends the Board adopt Development Code Text Change No. 668.15. Pursuant to Section 2108 of the Kings County Development Code, copies of supporting materials from the Planning Commission are on file and available for review with the Clerk of the Board of Supervisors.

BACKGROUND:

The Kings County Community Development Agency (CDA) has received private industry interest in the construction of electrical energy storage facilities on agricultural land. The Kings County Development Code currently does not allow for the use of electrical energy storage facilities in any agricultural zoned district. The proposed amendment would amend Article 4, Section 407, Table 4-1 of the Kings County Development Code to allow for electrical energy storage facilities with a discretionary Conditional Use Permit in the AG-20, AG-40 & AX zoned districts. In addition, any proposed facility would be required to be within one (1) mile of an existing public utility substation. See Exhibit "A" for specific language of the proposed amendment.

ENVIRONMENTAL REVIEW:

The approval of Development Code Text Change No. 668.15 is exempt from *CEQA* review pursuant to Section 15061(b)(3) of the *Guidelines for California Environmental Quality Act (CEQA Guidelines)*. This section states that a project is exempt from *CEQA* if the activity is covered by the general rule that *CEQA* applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to *CEQA*. The changes in Development Code Text Change 668.15 are technical changes concerning general policy for the implementation of the zoning regulations and there is no possibility that these changes will have a significant effect on the environment by the act of adopting the Development Code Text Change. In addition, any uses allowed by the Development Code Text Change will be required to undergo their own individual environmental review determinations, and will either be ministerial, categorically exempt, or subject to individual *CEQA* review. It would be speculative at this time to attempt to determine specific impacts without specific activity and site information.

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

Article 4. Agricultural Zoning Districts

Sections:

- Sec. 401 – Purpose and Objectives**
- Sec. 402 – Agriculture Protection Policy**
- Sec. 403 – AL-10 Limited Agricultural-10 District**
- Sec. 404 – AG-20 General Agricultural-20 District**
- Sec. 405 – AG-40 General Agricultural-40 District**
- Sec. 406 – AX Exclusive Agricultural District**
- Sec. 407 – Land Use Regulations**
- Sec. 408 – Agricultural Land Divisions**
- Sec. 409 – Divisions for Farm Home Retention**
- Sec. 410 – Divisions for Farm Home Financing**
- Sec. 411 – Divisions for Transfers of Title**
- Sec. 412 – New or Expanding Bovine Dairy**
- Sec. 413 – Confined Animal Feeding Operations**
- Sec. 414 – Conversion of a Milk Cow Dairy to a Goat/Sheep Dairy**
- Sec. 415 – Agricultural Service Establishment Division**
- Sec. 416 – Agricultural Preserves and Land Conservation Contract Actions and Land Uses**
- Sec. 417 – Adaptive Reuse of an Agricultural Facility to Another Use**
- Sec. 418 – Additional Standards and Development Regulations**
- Sec. 419 – Similar Use Findings**

Sec. 401. Purpose and Objectives:

- A. The purpose of the Agricultural (A) Districts is to preserve land best suited for agriculture from the encroachment of incompatible uses in order that commercial agricultural operations may continue in a manner customary in the agricultural industry. Agricultural operations shall mean and include, but not be limited to, a commercial endeavor using normal, usual, customary, and legal practices for the cultivation and tillage of the soil during the production, irrigation and frost protection, cultivation, growing, harvesting and processing of any agricultural commodity, including viticulture, horticulture, timber, apiculture or aqua-culture; dairy operations; the raising of livestock, fur bearing animals, fish or poultry, and any commercial agricultural practices performed by any farmer on land that farmer owns or currently leases or rents that is incidental to or in conjunction with such operations including preparation for market, delivery to storage or to market, or to carriers for transportation to market.

- B. The Agricultural (A) Districts are also intended to prevent the intrusion of urban development into agricultural areas in such a manner as to make agricultural production uneconomical or impractical, to preserve in agricultural use land suited to eventual development in other uses until such time as streets, utilities and other community facilities may be provided or programmed as to ensure the orderly and beneficial conversion of these lands to nonagricultural use; to provide appropriate areas for certain predominantly open uses of land which are not injurious to agricultural uses but which may not be harmonious with urban uses; to provide appropriate locations for certain types of establishments primarily serving agricultural producers; to permit the application of regulations to major agricultural areas of the county which will reflect basic physical differences and attractions among such areas.

Sec. 402. Agriculture Protection Policy: It is the declared policy of the County of Kings to support and recognize the agricultural industry as an important and major part of the county's economy. It is the further purpose of the County to promote good neighbor policies between agricultural and nonagricultural property owners by insuring that nonagricultural uses



in agricultural zones be limited as much as possible, and that nonagricultural uses and nonagricultural residents in agricultural zones be aware that their nonagricultural activities are subservient to permitted agricultural pursuits and that the undertaking of normal, customary, and legal agricultural activities and operations may result in inconveniences to them due to their location in areas of commercial agricultural activities and operations.

- A. The Kings County “Right to Farm Ordinance”, Section 14-38 of the Kings County Code of Ordinances, establishes agricultural land use protection policies to ensure that agricultural operations are the principal and favored uses of land in the areas of Kings County designated “Agricultural” in the *2035 Kings County General Plan*.
- B. In compliance with Objective A.8.1 in Chapter 8 of each Community Plan of the General Plan, agricultural farming practices are specifically allowed to continue on properties within the Armona, Home Garden, Kettleman City and Stratford expansion or growth areas designated in the General Plan until such time as development applications have been approved by the County.

Sec. 403. AL-10 Limited Agricultural-10 District: This district is intended primarily for application in rural areas of the county around its various cities and communities as a buffer between the more intensive agricultural uses, such as animal concentrations of the General Agricultural district and urban uses. These areas are generally conducive to agricultural operations and compatible with nonagricultural uses. The minimum parcel size in the AL-10 zoning district is 10 acres in size.

Sec. 404. AG-20 General Agricultural-20 District: This district is intended primarily for application to rural areas of the county which are generally characterized by extensive or intensive agricultural uses of land north of Kansas Avenue where farm sizes have historically been smaller than in other areas of the county. These areas should be reserved for commercial agricultural uses because of their high quality soil, existing or potential irrigation works, exclusive agricultural character of the area, or the need to reserve areas for intensive agricultural uses, which by their nature may be incompatible with nonagricultural or quasi-agricultural uses. The minimum parcel size in the AG-20 zoning district is 20 acres in size.

Sec. 405. AG-40 General Agricultural-40 District: This district is intended primarily for application to rural areas of the county south of Kansas Avenue, including the valley floor, which is generally characterized by extensive and intensive agricultural uses of land, and the southwestern mountainous part of the county, an area generally characterized by extensive and intensive agricultural and grazing uses of land. This area should be reserved for commercial agricultural uses because of it high quality soil, existing or potential irrigation works, exclusive agricultural character of the area, or the need to reserve areas for intensive agricultural uses, which by their nature may be incompatible with nonagricultural or quasi-agricultural uses, as well as to reduce other potential conflicts which may be identified, including but not limited to, flooding and wildfires, and to preserve land best suited for agriculture uses from the encroachment of incompatible uses and the service demands they create. The minimum parcel size in the AG-40 zoning district is 40 acres in size.

Sec. 406. AX Exclusive Agricultural District: This district is intended primarily for application to those rural areas of the county where it is necessary and desirable to reserve for exclusive agricultural use appropriately located areas suitable for the raising of crops or small concentrations of livestock because of high quality of soils, scenic characteristics, existing or potential irrigation works or exclusive agricultural character of the area. It is to be applied around Lemoore Naval Air Station to preserve lands best suited for agricultural uses from encroachment by incompatible uses, and to reduce potential conflicts concerning noise and safety due to the operation of military jet aircraft by reducing the potential number of parcels where residences can be built. The minimum parcel size in the AX zoning district is 40 acres in size.

Sec 407. Land Use Regulations: The following table prescribes the land use regulations for “Agricultural” districts. The regulations for each district are established by letter designation shown in the key of Table 4-1:



Table 4-1 **AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS**

KEY “P” Permitted uses - no permit required. “S” Site Plan Review required. “C” Conditional Use Permit required. “TUP” A temporary land use which requires an over-the-counter permit. “-” Not permitted	ZONING DISTRICT				<i>Additional Regulations and Information</i>
	AL-10	AG-20	AG-40	AX	
Agricultural Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Additions to an existing dairy’s structures and facilities that do not expand the facility “footprint”, increase the herd size or change the manure management system.	S	S	S	S	Does not require submission of a Technical Report under the <i>Dairy Element</i> of the 2035 <i>Kings County General Plan</i> .
Agricultural operations including raising of field crops, fruit and nut trees, vines, vegetables, horticultural specialties and timber.	P	P	P	P	
Agricultural produce processing, packing, and shipping facilities including: • Canneries • Slaughterhouses • Wineries	-	C	C	-	Includes processing for food, feed, fiber and fertilizer which convert raw agricultural produce that is grown on farmland to a ready-for-market condition.
Agricultural service establishments.	S (1,2,3)	S	S	S	(1,2,3) See Table 4-1 Notes following this table for additional information on Ag Service Establishments in the AL-10 zoning district.
Agricultural Specialty Stores	C	C	C	C	See requirements listed in Article 11, Section 1116 of this <i>Development Code</i>
Animal keeping: Raising of small animals, including birds, mammals, and reptiles for noncommercial purposes, not exceeding 50 animals and their immature offspring.	P	P	P	P	
Animal keeping: Raising of small animals including birds, mammals, and reptiles, raised commercially for food, feathers, fur, skins, etc., exceeding 50 animals and their immature offspring.	-	C	C	-	
Animal sales yards and nondairy stock feeding yards and major expansions of existing sales and feed yards.	-	C	C	-	
Basic animal shade structures constructed within existing corrals on dairies and confined animal feeding facilities.	P	P	P	P	Declared to be agriculturally exempt projects pursuant to Chapter 5 of the <i>Kings County Code of Ordinances</i> .
Bee keeping on a commercial basis used as pollinators.	P	P	P	P	Contact the Kings County Agricultural Commissioner for details.
Boarding and training of horses.	-	S	S	-	
Bovine dairy expansions in the AL-10 zoning district, including incidental dairy calf and heifer raising facilities, provided the facility has been in continuous operation since 1978 or earlier.	C	-	-	-	Expansions include, but are not limited to, additions of farmland associated with the manure management of dairy operations, increases in herd size, changes to the dairy facility, including additional corrals, feed and manure storage areas, lagoons, barns, etc. Technical Report required.



Table 4-1 **AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS**

KEY “P” Permitted uses - no permit required. “S” Site Plan Review required. “C” Conditional Use Permit required. “TUP” A temporary land use which requires an over-the-counter permit. “-” Not permitted	ZONING DISTRICT				Additional Regulations and Information
	AL-10	AG-20	AG-40	AX	
Agricultural Uses For a definition of the use see Article 25	PERMIT REQUIRED				
Bovine dairy expansions in the AL-10 zoning district, including incidental dairy calf and heifer raising facilities, provided the facility has been in continuous operation since 1978 or earlier.	C	-	-	-	Expansions include, but are not limited to, additions of farmland associated with the manure management of dairy operations, increases in herd size, changes to the dairy facility, including additional corrals, feed and manure storage areas, lagoons, barns, etc. Technical Report required.
Bovine dairy expansions in the AX zoning district, including incidental dairy calf and heifer raising facilities, that have been in continuous operation since 1993 or earlier, which <u>DO NOT</u> or cannot meet all regulations, policies, mitigation requirements, standards, etc. in the <i>Dairy Element</i> of the 2035 Kings County General Plan.	-	-	-	C	Expansions include, but are not limited to, additions of farmland associated with the manure management of dairy operations, increases in herd size, changes to the dairy facility, including additional corrals, feed and manure storage areas, lagoons, barns, etc. Technical Report required.
Bovine dairies and expansions of existing bovine dairies which <u>DO NOT</u> or cannot meet all regulations, policies, mitigation requirements, standards, etc. in the <i>Dairy Element</i> of the 2035 Kings County General Plan for the issuance of a site plan review without additional mitigation of potential impacts.	-	C	C	-	Expansions include, but are not limited to, additions of farmland associated with the manure management of dairy operations, increases in herd size, changes to the dairy facility, including additional corrals, feed and manure storage areas, lagoons, barns, etc. Technical Report required.
Bovine stock feed yards and expansions of existing bovine stock feeding yards, including dairy calf and heifer raising facilities; new bovine dairies and expansions of existing bovine dairies, including incidental dairy calf and heifer raising facilities, which qualify under the <i>Dairy Element</i> of the 2035 Kings County General Plan.	-	S	S	S	Expansions include, but are not limited to, additions of farmland associated with the manure management of dairy operations, increases in herd size, changes to the dairy facility, including additional corrals, feed and manure storage areas, lagoons, barns, etc. Technical Report required.
Christmas tree raising.	P	-	-	-	
Cotton gins.	-	S	S	S	
Farm equipment service and repair.	S*	S	S	C	*Includes farm equipment sales.
Goat/Sheep dairies, new or expanding.	-	S	S	S	Also see Section 414.A Exceptions.
Harvesting, curing, processing, packaging, packing and shipping of agricultural products produced on premises, or where such activity is carried on in conjunction with or as part of an agricultural operation.	P	P	P	P	



Table 4-1 **AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS**

KEY “P” Permitted uses - no permit required. “S” Site Plan Review required. “C” Conditional Use Permit required. “TUP” A temporary land use which requires an over-the-counter permit. “-” Not permitted	ZONING DISTRICT				Additional Regulations and Information
	AL-10	AG-20	AG-40	AX	
Agricultural Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Honey houses.	S	S	S	S	
Horticultural services such as plant nurseries including nurseries with commercial sales of other related items.	S	S	S	-	
Hunting and trapping on a commercial basis and the operation of game preserves.	-	S	S	C	
Irrigation, flood control and drainage facilities, percolation basins, groundwater recharge wells and evaporation ponds.	P	P	P	P	
Landscape gardening and landscape contracting businesses.	S	S	S	-	
Livestock keeping and raising limited to 2.5 animal units and their immature offspring for each acre of land devoted to their care.	P	P	P	P	The term “Animal Units” is defined in Article 25 of this Development Code. The total number of animal units shall not exceed 25 animal units and their immature offspring regardless of the size of the site.
Livestock and Poultry Processing and/or Rendering Facilities	-	C	C	-	
Nut dehydrators.	-	S	S	S	
Poultry raising or keeping, not to exceed 500 chickens and 50 turkeys.	P	P	P	P	
Poultry raising or keeping, exceeding 500 chickens and 50 turkeys.	-	C	C	-	
Roadside field retail stands located at or near the point of production for the sale of California agricultural products grown or produced by the producer.	P	P	P	P	Prepackaged food and drinks are limited to 50 square feet of storage and selling space. Field retail stands are producer-owned and operated and generally located at or near the point of production.
Roadside field retail stands that do not front on a State Highway and are 400 square feet in area or less, for the sale of California agricultural products which are not grown at or near the location of the roadside field retail stand subject to the requirements of the Food and Agricultural Code.	S	S	S	S	
Roadside field retail stands that front on a State Highway and are 400 square feet in area or less, for the sale of California agricultural products which are not grown at or near the location of the roadside field retail stand subject to the requirements of the Food and Agricultural Code.	-	C	C	C	Prepackaged food and drinks are limited to 50 square feet of storage and selling space.



Table 4-1 **AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS**

KEY “P” Permitted uses - no permit required. “S” Site Plan Review required. “C” Conditional Use Permit required. “TUP” A temporary land use which requires an over-the-counter permit. “-” Not permitted	ZONING DISTRICT				Additional Regulations and Information
	AL-10	AG-20	AG-40	AX	
Residential Uses For a definition of the use see Article 25	PERMIT REQUIRED				
Accessory living quarters, without a kitchen.	P	P	P	P	One for each residence on the site. Unit shall not be rented.
Accessory living quarters, in excess of one per residence on the site.	-	C	C	-	Such quarters shall have no kitchen facilities and shall not be rented.
Community care facilities as allowed by the Health and Safety Code.	P	P	P	P	
Family day care homes (Small) for 8 or fewer children.	P	P	P	-	
Family day care homes (Large) for 9 to 14 children.	S	S	S	-	See Section 1117 and Health and Safety Code Section 1597.46
Farm employee housing incidental to an existing primary dwelling and incidental to a permitted or conditional farming operation with up to four such dwelling units permitted on a single parcel.	S	S	S	S	1. On a parcel with an existing primary dwelling, the farm employee housing shall be a mobile home or manufactured home. 2. Farm employee housing shall be located on the site which minimizes the loss of productive agricultural land and its productivity, but not to the detriment of the farm employee occupants.
Farm employee housing in excess of five or more dwelling units on a single parcel.	C	C	C	C	Farm employee housing shall be located on the site which minimizes the loss of productive agricultural land and its productivity, but not to the detriment of the farm employee occupants.
Farm labor supply housing.	-	C	C	C	Farm employee housing shall be located on the site which minimizes the loss of productive agricultural land and its productivity, but not to the detriment of the farm employee occupants.
Farm labor supply housing.	-	C	C	C	Farm employee housing shall be located on the site which minimizes the loss of productive agricultural land and its productivity, but not to the detriment of the farm employee occupants.
Recreational vehicle occupied as a temporary dwelling supplemental to an existing residence for a maximum period of 14 days.	TUP	TUP	TUP	TUP	See Article 11, Section 1107.B.3. for additional information.
Recreational vehicle occupied as a temporary dwelling to care for an Infirm Relative for a maximum period of 60 days, or until the condition requiring the care no longer exists, whichever is the shorter period of time.	TUP	TUP	TUP	TUP	See Article 11, Section 1107.B.3. for additional information. Requires documentation of the need from a Doctor.



Table 4-1 **AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS**

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	AL-10	AG-20	AG-40	AX	
Residential Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Recreational vehicle occupied as a temporary dwelling during construction of a single-family residence or due to rehabilitation of a single-family residence.	TUP	TUP	TUP	TUP	See Article 11, Section 1107.B.4 for additional information.
Recreational vehicle occupied as a temporary dwelling by agricultural and migrant farm workers.	TUP	TUP	TUP	TUP	Limited to 12 or fewer vehicles per site. See Article 11, Section 1111 for additional information.
Single-family dwelling.	P	P	P	P	One per legal parcel including a mobile home or manufactured home on a temporary or permanent foundation.
Special occupancy parks for temporary recreational vehicle use.	S	S	S	S	See Article 11, Section 1110 for additional information.
Temporary second dwelling unit for persons 62 years of age or older who are immediate family members of the occupant(s) of the primary single-family dwelling unit on the parcel.	S	S	S	S	1. The temporary unit must be a mobile home or a manufactured home. 2. The temporary unit must be removed from the parcel once the qualifying family member(s) no longer resides in the temporary second dwelling unit. 3. The temporary unit shall not be rented and no other person or persons shall occupy it if the qualifying family member no longer resides there.
Temporary second dwelling unit for an Infirm Relative for the maximum period of time necessary to care for the infirm person.	S	S	S	S	1. The temporary unit must be a mobile home or a manufactured home. 2. A letter from a Doctor shall be provided at the time of application stating that the Infirm Relative requires assistance with their care. 3. The temporary unit must be removed from the parcel once the Infirm Relative no longer resides in the temporary second dwelling unit. 4. The temporary unit shall not be rented and no other person or persons shall occupy it if the qualifying family member no longer resides there.
Energy Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				Additional Regulations and Information
Active solar heating systems.	P	P	P	P	Used to convert sunlight to heat that can be used for space heating and hot water.
Biomass energy facilities and projects	-	C	C	C	
Cogeneration equipment installations, with a capacity of 50 megawatts or less at existing facilities, which comply with all local, regional, state, and federal regulations	-	S	S	S	Also see Section 408 requirements.



Table 4-1 **AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS**

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	AL-10	AG-20	AG-40	AX	
Energy Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Cogeneration facilities or the installation of cogeneration equipment, with a capacity of 51 megawatts or more that commercially produce power for sale and which comply with all local, regional, state, and federal regulations.	-	C	C	C	
Commercial solar photovoltaic electrical generating facilities.	-	C	C	C	See standards listed in Article 11, Section 1112 of this Development Code.
<u>Electrical energy storage facilities.</u>	-	<u>C</u>	<u>C</u>	<u>C</u>	<u>Shall be located within 1 mile of an existing public utility substation.</u>
Electric Vehicle (EV) recharge stations.	P	P	P	P	Incidental to designated parking spaces for electric vehicles. See Article 15, Section 1511.C
Gas and oil wells.	P	P	P	P	
Hydroelectric generating facilities in connection with existing dams, canals, and pipelines where the capacity of the generating facilities is five megawatts or less and complies with Section 15328, of the Guidelines for CEQA.	-	S	S	S	
Hydroelectric generating facilities which do not meet the requirements set forth above that commercially produce power for sale and which comply with all local, regional, state, and federal regulations.	-	C	C	C	
Solar electrical generation equipment for noncommercial personal use.	P	P	P	P	With a design capacity to serve the electrical needs of only that site or use.
Storage of petroleum products for the personal use of persons residing on the site, but not for resale or distribution.	P	P	P	P	
Thermal power generating facilities that commercially produce power for sale, which comply with all local, regional, state, and federal regulations.	-	C	C	C	
Wind and solar photovoltaic electrical generating facilities that commercially produce power for sale and comply with all local, regional, state, and federal regulations.	-	C	C	C	See Article 11, Section 1112



Table 4-1 AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS					
KEY “P” Permitted uses - no permit required. “S” Site Plan Review required. “C” Conditional Use Permit required. “TUP” A temporary land use which requires an over-the-counter permit. “-” Not permitted	ZONING DISTRICT				Additional Regulations and Information
	AL-10	AG-20	AG-40	AX	
Energy Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Wind and solar photovoltaic electrical generating facilities that commercially produce power for sale, which comply with all local, regional, state, and federal regulations.	-	C	C	C	See Article 11, Section 1112
Wind energy systems (Small) on parcels one acre or more in size with a rated capacity of not more than 50 kilowatts per customer site, used primarily to reduce onsite consumption of utility power.	S	S	S	S	See Article 11, Section 1112
Public and Utility Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				Additional Regulations and Information
Co-location of antennas and related equipment on existing towers, poles, structures or wireless telecommunications collocation facilities.	P	P	P	P	
Public utility and public service structures including: <ul style="list-style-type: none"> • Communications equipment buildings • Electric transmission and distribution substations • Gas regulator stations • Public service pumping stations • Reservoirs. 	P	P	P	P	Also see Section 408.C exceptions.
Radio and television broadcasting studios and accessory structures; radio, television, cellular telephone, and microwave relay and transmission towers; commercial satellite communications receiving dishes.	C	C	C	-	
Sewage treatment plants; publicly owned solid or municipal landfills, solid or municipal waste transfer and processing stations, and material recovery (recycling) facilities.	C	C	C	C	
Miscellaneous Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				Additional Regulations and Information
Accessory structures located on the same site with a permitted use.	P	P	P	P	See Article 11, Section 1101.
Accessory structures located on the same site as a use requiring Site Plan Review or Conditional Use Permit.	S	S	S	S	See Article 11, Section 1101.
Adaptive reuse of existing agricultural structures for small scale agricultural related manufacturing.	C	C	C	C	



Table 4-1 **AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS**

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	AL-10	AG-20	AG-40	AX	
Miscellaneous Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Aircraft private landing strips (Small) for non-commercial or non-crop dusting purposes which serve one farm house or one farming operation.	-	S	S	C*	* With specific clearance from the Department of the Navy and Naval Air Station, Lemoore.
Airports, heliports, crop dusting landing strips and establishments, and accessory structures intended for commercial agricultural uses.	C	C	C	C*	* With specific clearance from the Department of the Navy and Naval Air Station, Lemoore.
Animal rescue shelters.	P	P	P	P	Animals shall be maintained in compliance with Kings County Animal Control standards.
Apiaries and aviaries.	-	P	P	P	
Archery ranges, private.	C	S	S	C	Not including enclosed uses. On non-Williamson Act contracted land only.
Archery ranges, public.	C	S	C	C	Not including enclosed uses. On non-Williamson Act contracted land only.
Borrow pit operations, if any of the following conditions exist: a. The depth of excavation will exceed two and one-half feet, or one foot within one mile of the Kings River; or b. The amount of excavated material removed from the site will be 1,000 cubic yards or more; or c. The land is not immediately re-leveled for farming purposes.	C	C	C	C	
Bulk storage of petroleum products for distribution, or direct sales, to agricultural consumers.	-	C	C	C	
Cemeteries.	C	C	C	C	
Clotheslines.	P	P	P	P	Within side or rear yards – not subject to setbacks.
Commercial kennels for dogs and cats.	C	C	C	C	See definition in Article 25. Animals shall be maintained in compliance with Kings County Animal Control standards.
Commercial open air wedding ceremony businesses.	S	S	S	S	No physical changes to the environment are allowed.
Commercial stables and riding academies.	C*	C	C	C	* On non-Williamson Act contracted land only.
Community facilities and institutions including religious institutions; philanthropic and charitable institutions.	C	C	C	C	
Drive-in theaters.	C	-	-	-	On non-Williamson Act contracted land only.



Table 4-1 AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS

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	AL-10	AG-20	AG-40	AX	
Miscellaneous Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Fertilizer processing plants and yards; organic waste composting for distribution, or direct sales, to agricultural consumers.	-	C	C	C	
Festivals, outdoor concerts, circuses and similar events.	TUP	TUP	TUP	TUP	See Article 11, Section 1107.B.2.
Golf courses and golf driving ranges.	C	C	C	C	On non-Williamson Act contracted land only.
Gravel plants and asphalt or concrete batch plants.	-	C	C	-	
Guest ranches not exceeding 30 guests.	C	S	S	-	On non-Williamson Act contracted land only.
Guest ranches with a guest capacity of more than 30 guests and guest ranches of any capacity on Williamson Act contracted land.	-	C	C	-	See Section 416.
Gun clubs.	-	C	C	C	Not including enclosed uses. On non-Williamson Act contracted land only.
Hazardous waste management facilities, including transfer, storage, treatment, and disposal facilities, or combinations thereof.	-	C	C	-	See Article 17, Section 1707.C. for additional requirements.
Hazardous waste treatment equipment which is added to an existing use at the same site.	S	S	S	S	
Health facilities; private, noncommercial clubs and lodges; day care uses exceeding 14 individuals; community care facilities which serve seven or more persons as allowed by the Health and Safety Code.	C	C	C	-	
Home Occupations, Minor.	P	P	P	P	See Article 11, Section 1102.A for additional information.
Home Occupations, Rural.	S	S	S	S	See Article 11, Section 1102.B for additional information.
Household pets, such as dogs, cats, canaries and parakeets belonging to those living on the site.	P	P	P	P	See definition in Article 25. Pets shall be maintained in compliance with Kings County Animal Control standards.
Incidental Uses located on the same site with a permitted use including, Swimming pools and tennis courts for the private use of the persons residing on the site and their guests.	P	P	P	P	See Article 11, Section 1101.
Incidental Uses located on the same site as a use requiring Site Plan Review or Conditional Use Permit.	S	S	S	S	See Article 11, Section 1101.
Kennels for the keeping of dogs and/or cats belonging to those living on the site.	P	P	P	P	



Table 4-1 AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS

KEY “P” Permitted uses - no permit required. “S” Site Plan Review required. “C” Conditional Use Permit required. “TUP” A temporary land use which requires an over-the-counter permit. “-” Not permitted	ZONING DISTRICT				Additional Regulations and Information
	AL-10	AG-20	AG-40	AX	
Miscellaneous Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Land excavation that does not qualify as a surface mining operation where the land is immediately re-leveled for farming purposes and the new grade of the site is less than one foot lower than the original grade.	P	P	P	P	
Land excavation in connection with earth borrow pit operations where: a. The depth of excavation will not exceed two and one half feet, or one foot within one mile of the Kings River; and b. The amount of excavated material removed from the site will be less than 1,000 cubic yards; and c. The land is immediately re-leveled for farming purposes.	S	S	S	S	
Mobile home or manufactured home storage on private property incidental to a permitted or conditional use.	S	S	S	S	See Article 11, Section 1108.
Offices of veterinarians and animal hospitals.	C	S	-	C	
Parks.	C	C	-	C	
Open private recreation facilities not exceeding thirty (30) guests	-	S	S	-	On non-Williamson Act contracted land only
Open private recreation facilities exceeding thirty (30) guests	-	C	C	-	On non-Williamson Act contracted land only
Penal institutions.	C	C	C	-	
Private non-commercial clubs, lodges, and fraternal organizations	-	C	C	-	On non-Williamson Act contracted land only
Public uses of an administrative, public service or cultural type including libraries, museums, art galleries, police and fire stations and other structures and facilities.	C	C	C	C	
Public and quasi-public uses of an educational type including preschools, elementary schools, junior high schools, high schools, and colleges.	C	C	C	C	
Racetracks or strips used for the racing of vehicles or animals.	-	C	C	-	On non-Williamson Act contracted land only.
Rain gardens.	P	P	P	P	See Article 15.



Table 4-1 AGRICULTURAL ZONING DISTRICTS LAND USE REGULATIONS					
KEY “P” Permitted uses - no permit required. “S” Site Plan Review required. “C” Conditional Use Permit required. “TUP” A temporary land use which requires an over-the-counter permit. “-” Not permitted	ZONING DISTRICT				Additional Regulations and Information
	AL-10	AG-20	AG-40	AX	
Miscellaneous Uses <i>For a definition of the use see Article 25</i>	PERMIT REQUIRED				
Recreational vehicle and boat parking.	P	P	P	P	Does not include use of the RV or boat as a dwelling or residence. See Article 11, Section 1110 and 1111 for additional information.
Shooting ranges, private.	-	S	S	C	Not including enclosed uses. On non-Williamson Act contracted land only.
Shooting ranges, public.	-	C	C	C	Not including enclosed uses. On non-Williamson Act contracted land only.
Signs, freestanding or detached.	S	S	S	S	See Table 4-4 below.
Signs, wall mounted or projecting.	P	P	P	P	Permitted without a new zoning permit provided the total amount of signage allowed for the zoning district is not exceeded and the sign meets signage regulations. See Table 4-4 below.
Signs, temporary.	P	P	P	P	See Article 14 for time limits and additional information. See Table 4-4 below.
Surface mining operations.	C	C	C	C	In compliance with the <i>State Surface Mining and Reclamation Act</i> .
Communal Swimming pools and fish ponds.	C	-	-	-	On non-Williamson Act contracted land only.
Rain water collection.	P	P	P	P	See Article 15.
Wedding chapels.	-	C	C	-	On non-Williamson Act contracted land only.

(Ord. No. 668-1-16, §1, §2, §3, 1/12/16) (Ord. No. 668-1-17, §4, §5, §6, §7, §8, §9, §10 and §11, 3/28/17)

Table 4-1 Notes:

1. New agricultural service establishments in the AL-10 zoning district shall be located within existing or temporary structures. New agricultural service establishments in the AL-10 zoning district that involve the construction of new structures shall be prohibited.
2. Existing agricultural service establishments in the AL-10 zoning district that were established prior to November 16, 2000, may construct new accessory structures incidental to the existing use.
3. Agricultural service establishments proposed in the AL-10 zoning district within the Blueprint Urban Growth Boundary as defined in the San Joaquin Valley Blueprint shall be evaluated for compatibility of the establishment with the potential future urban growth accommodation.



Sec. 408. Agricultural Land Divisions: In compliance with the following provisions, sites smaller than the minimum parcel size for the zoning district in which they are located may be allowed for uses specified in Table 4-2 below.

- A. Each such site shall be not less than one acre in size and shall have a minimum width of 125 feet and a minimum depth of 150 feet.
- B. Any division of land which is restricted by California Land Conservation (Williamson) Act of 1965 contract(s) must comply with the minimum parcel sizes required by Section 66474.4(c) of the Government Code. (Also See Section 418 below).
- C. When an application is submitted for division of land to create a site less than the minimum area for any agricultural zoning district conditional uses (other than residential uses) the Zoning Administrator or the Planning Commission may approve the application if, after consultation with the County Agricultural Commissioner, and any other federal, state or local agencies whom it may deem in possession of information which would aid in deliberations, all of the following findings are made, such findings to be in addition to those findings required by Article 17, Section 1707:
 - 1. The proposed use or use on the undersized parcel will not be for residential development.
 - 2. The lot size is not less than one acre in area.
 - 3. One or more of the following conditions exist:
 - a. The soils do not meet the criteria for productive or potentially productive agricultural land.
 - b. The proximity of incompatible nonagricultural uses, existing as of the effective date of this Development Code, severely restrict normal agricultural practices to the point that it is not economically feasible to continue farming.
 - c. The property is divided by, or bounded on at least two sides, by a physical barrier such as a railroad, canal, or other similar permanent barrier which prevents the efficient, unified agricultural operation of the land under common ownership.
 - d. There exists a recorded covenant approved by the County, running with the land which prohibits the use of the undersize lot(s) for any residential purposes.
 - 4. The division of land shall not result in a remainder parcel less than five acres in area.

(Ord. No. 668-1-16, §4, §5, 1/12/16)

Table 4-2 Land Divisions and Specific Uses		Land divisions of less than the minimum parcel size required by the zoning district regulations may be permitted for the following purposes subject to the requirements shown below. Refer to Article 23 of this Development Code for details on map submission procedures.				
<i>Use Classifications</i>	<i>AL-10</i>	<i>AG-20</i>	<i>AG-40</i>	<i>AX</i>	<i>Additional Regulations and Information</i>	
Cogeneration equipment installation, with a capacity of 50 megawatts or less at existing facilities, which comply with all local, regional, state, and federal regulations.	S	S	S	S	1. See Section 408 above. 2. See Article 16, Section 1602.	
Farm home retention and the area immediately around it.	S	S	S	S	1. See Section 408 above. 2. See Section 409 below.	
Farm home financing or financing of an agriculturally-related project construction on the site.	S	S	S	S	1. See Section 408 above. 2. See Section 410 below.	

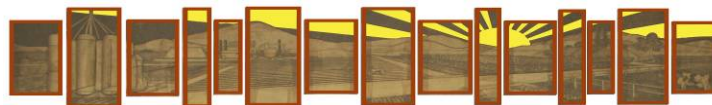


Table 4-2 Land Divisions and Specific Uses	Land divisions of less than the minimum parcel size required by the zoning district regulations may be permitted for the following purposes subject to the requirements shown below. Refer to Article 23 of this Development Code for details on map submission procedures.				
<i>Use Classifications</i>	<i>AL-10</i>	<i>AG-20</i>	<i>AG-40</i>	<i>AX</i>	<i>Additional Regulations and Information</i>
Goat/Sheep dairies.	S	S	S	S	1. See Section 408 above. 2. See Article 16, Section 1602.
Hydroelectric generating facilities installation in connection with existing dams, canals, and pipelines where the capacity of the generating facilities is 5 megawatts or less and meets the additional standards listed in Table 4-1.	S	S	S	S	1. See Section 408 above. 2. See Article 16, Section 1602.
Irrigation, flood control and drainage facilities, percolation basins, groundwater recharge wells and evaporation ponds.	C	C	C	-	1. See Section 408.C above. 2. See Article 16, Section 1602.
Commercial agriculture uses (Excluding residential uses)	-	C	C	C	1. See Section 408.C above.
New bovine stock feed yards and expansions of existing bovine stock feeding yards; new bovine dairies and expansions of existing bovine dairies, including incidental dairy calf and heifer raising facilities which qualify under the Dairy Element of the 2035 Kings County General Plan.	S	S	S	S	1. See Section 408 above. 2. See Article 16, Section 1602.
Public utility and public service structures including electric transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and reservoirs which are not subject to Public Utility Commission approval.	S	S	S	S	1. See Section 408.C above.
Sale, lease or financing of an agricultural service establishment legally established prior to October 4, 1994, and continuously operated as a legal agricultural service establishment since that date.	S	S	S	S	1. See Section 408 above. 2. See Section 412 below.
Transfer of title between spouses, parents and children, grandparents and grandchildren, or between siblings.	S	S	S	S	1. See Section 408 above. 2. See Section 411 below.

(Ord. No. 668-1-17, §12, 3/28/17)

Sec. 409. Divisions for Farm Home Retention:

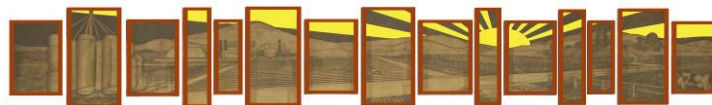
- A. When an application is being considered for retention of a farm home, and the area immediately around it, divisions of land may be permitted in the AL-10, AG-20, AG-40, and AX zoning districts for sites of not less than one acre, and generally not more that two and one-half acres, subject to the following requirements or conditions:



1. The applicant shall retain no more than one farm home, which is owned by and is the actual residence of the applicant. An applicant who has moved directly from the subject residence to an assisted care living arrangement, and still owns the residence, qualifies for the actual residence requirement.
 2. The parent parcel must have been in the divider's continuous possession for the seven years preceding the date of the application for the division.
 3. The parent parcel, before a division pursuant to this Subsection must contain at least the minimum, parcel size required under the applicable zoning district, and may not be used as rural residential use or for the operation of a "hobby farm" incidental to a residential use.
 4. The division shall not create a remainder parcel that would primarily be used as rural residential rather than for farming purposes.
 5. The new parcel shall:
 - a. Have an area of not less than one acre and not more than two and one-half acres.
 - b. Have a width of not less than 125 feet and a depth of not less than 150 feet.
 - c. Comply with local set back standards for new domestic water supply and sewage disposal facilities.
 - d. Have an existing septic system with disposal lines at least 50 feet from proposed property lines.
 - e. Have a Tentative Parcel Map, an In-lieu of Tentative Parcel Map, or a Lot Line Adjustment application filed and approved by the County and record a Final Map, Parcel Map, or Parcel Map Waiver showing the division or adjustment and appropriate public dedications.
- B. Divisions of land under Williamson Act or Farmland Security Zone contract shall also comply with the following additional criteria:
1. The existing residence on the farm home parcel shall have been on the property for at least 5 years.
 2. The landowner shall have continuously owned the property for at least 10 years.
 3. The remaining portion of the parent parcel contains at least 10 acres of prime farmland and at least 40 acres on nonprime farmland, which is assumed to be the absolute minimum parcel size necessary for commercial farming.
- C. Any parcel of land established as a result of a Farm Home Retention action shall be restricted from later lot line adjustments which serve to increase the area of the farm home parcel boundaries beyond a maximum of 2.5 acres. Any adjusted farm home parcel must continue to meet all requirements of this Section.

Sec. 410. Divisions for Farm Home Financing:

- A. When an application is being considered for a division for purposes of financing a farm home, or an agriculturally related construction project, divisions of land may be permitted in the AL-10, AG-20, AG-40, and AX zoning districts for sites of not less than one acre subject to the following requirements or conditions:
1. Under this provision a person who is actively engaged in farming the subject land may:
 - a. Create for farm home financing purposes no more than one lot, which must be for the person's principal residence and is not intended for sale or transfer.



b. Create lots for farm related project construction financing purposes, which shall be used for agriculturally related construction projects for the land farmed by the owner in the vicinity, the use of which must be in compliance with the terms of this Development Code and uses listed in the appropriate Agricultural (A) district regulations. This subparagraph may not be used for residential purposes, except for agricultural employee housing.

2. In the case of a division for financing, instead of recording a Final or Parcel Map, a parcel map waiver shall be recorded, and upon completion of the terms of the financial agreement, contract, trust deed, or similar instrument, the parcels shall rejoin as a single parcel; except in the case that a creditor acquires the parcel into excess status pursuant to a bona fide involuntary foreclosure or similar involuntary process of law, including but not limited to a deed in lieu of foreclosure, in which case the creditor shall record a Parcel or Final Map prior to completing any foreclosure. The parcels shall not rejoin as a single parcel but shall continue to be separate parcels according to the parcel map.

3. Land upon which a division for farm home financing, or agricultural facilities construction financing is proposed, does not have to be owned for any specific period of time, however, a parcel created for financing purposes may not be sold or transferred by the parcel owner to anyone else as a separate parcel from the parent parcel. This prohibition shall not apply to the parcel created for financing if it is acquired into excess status by a creditor pursuant to a bona fide involuntary foreclosure or similar involuntary process of law, including but not limited to a deed in lieu of foreclosure. Prior to completing any foreclosure, the creditor shall record a Parcel or Final Map.

4. Under this provision, the new parcel shall:

- a. Have an area of not less than one acre and not more than two and one-half acres.
- b. Have a width of not less than 125 feet and a depth of not less than 150 feet.
- c. Comply with local set back standards for new domestic water supply and sewage disposal facilities.
- d. Have an existing septic system with disposal lines at least 50 feet from proposed property lines.
- e. Have a tentative parcel map filed and approved by the county with the appropriate public dedications, and record a Parcel Map Waiver in lieu of a Final or Parcel Map.

B. In compliance with Government Code Section 66474.4, subdivision (b)(2), for financing divisions for land restricted by a Williamson Act or Farmland Security Zone contract, the financing parcel and any remainder parcel shall both be at least 10 acres in size in the case of prime agricultural land, or 40 acres in size in the case of land that is not prime agricultural land.

Sec. 411. Divisions for Transfers of Title:

A. When an application is being considered for a transfer of title between spouses, parents and children, grandparents and grand children, or between siblings; divisions of land may be permitted in the AL-10, AG-20, AG-40, and AX zoning districts for sites of not less than one acre and not greater than two and one-half acres in size, subject to the following requirements or conditions:

- 1. A person who is actively engaged in farming the subject land may receive no more than one parcel for the purpose of creating a home site of less than the required minimum area pursuant to this Development Code.
- 2. The remaining portion of the parent parcel must contain at least the minimum parcel size required under the relevant zoning district. The only exception is when an undersized parent parcel is part of a larger farming operation under common ownership, and has another separate parcel that meets the required minimum parcel size which is jointly managed. 40 acres is generally recognized as a larger farming operation.



3. Under the provisions of this Section:
 - a. When land is proposed to be divided for a Transfer of Title:
 - (1) The owner(s) and the recipient(s) must both sign and record a **“Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance”** to continue farming the parcels as a single unit at the time the Parcel or Final Map, or Parcel Map Waiver, for such divisions is recorded. A “Declaration of Intent” is recorded against the land which serves to tie the new home site parcel to the parent parcel and identifies the home site parcel as not for sale to another party. The land owner agrees and acknowledges that penalties may ensue for unlawful conveyance of undersized parcels as stated in the “Declaration of Intent”.
 - (2) The parcel that is transferred must be for the exclusive use of the recipient of the parcel for the recipient’s principal residence, and not for the transfer or sale of, or the use of, any other person so long as any restrictions on the conveyance of the parcel exist which are required as requirements or conditions of the action creating the parcels.
 - b. For land restricted by a land conservation contract pursuant to the *California Land Conservation (Williamson) Act of 1965* which does not meet the minimum parcel size requirement for the “Williamson Act”:
 - (1) The owner and the recipient, as a requirement of the “Transfer of Title” process, must execute a revision to the land conservation contract between the owner and the County which states the intended purpose of conveying the parcel to, and for the exclusive use of, the recipient is for the recipient’s principal residence.
 - (2) As a requirement of the “Transfer of Title” process, the owner will retain the remainder of the property and no further conveyance is intended.
 - (3) A **“Joint Management Agreement”** shall be recorded when the parent parcel is subject to either a Williamson Act or Farmland Security Zone contract, which ensures the continued joint management of the subject parcels while under contract.
 - c. Failure to comply with the terms above may result in the County imposing a penalty by taking one or more of, including but not limited to, the following actions:
 - (1) Loss or rescission of entitlement to development or building permits, thereby prohibiting new or replacement construction, or improvements to existing structures.
 - (2) An action pursuant to Article 1.5 (Merger of Parcels) of Chapter 3 of the *Subdivision Map Act*, or other action pursuant to Chapter 7 (Enforcement and Judicial Review) of the *Subdivision Map Act*.
 - (3) Rescission of the land conservation contract revision.
 - (4) Any other appropriate consequence authorized by law that is necessary to remedy a violation of this Section.
 - d. Relief from the "Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance" may be considered in the case of the death, divorce, long term illness, permanent disability, or bankruptcy of a party to the declaration who wants to convey the parcel. Relief may be granted through the application and approval of a new Site Plan Review accompanied by documentation of the basis for the application, if the Zoning Administrator makes findings that the documentation is true and correct, and constitutes a hardship not foreseen at the time the declaration was recorded. The restriction in the "Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance" shall be come null and void at such time as the territory is annexed to a city.



Note: If the parcel is restricted by a Williamson Act or Farmland Security Zone contract and is further restricted by a “**Joint Management Agreement**” which is recorded against the property, relief from the "Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance" does not extend to the “Joint Management Agreement”. The Joint Management Agreement will continue in force for the life of the land conservation contract.

- e. Time restrictions stated in the "Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance" shall remain in effect for a minimum of 10 years from the date the "Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance" is recorded; however, the declaration for land restricted by a Land Conservation Contract pursuant to the Williamson Act or Farmland Security Zone shall remain in effect for 10 years or as long as the contract is in force on the parcel, whichever is the longer time period.
 - f. The terms of the "Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance" described in this Article shall not apply to the parcel if it is acquired by a lender pursuant to a bona fide involuntary foreclosure or similar involuntary process of law, including but not limited to a deed in lieu of foreclosure.
 - g. The parent parcel, before a division for a Transfer of Title must contain at least nominally 10 acres in the AL-10 zoning district, 20 acres in the AG-20 zoning district, and 40 acres in the AX and AG-40 zoning districts, unless the Zoning Administrator makes all of the following findings:
 - (1) The division is for a transfer of the new parcel to a relative listed in Section 411.A for their principal residence.
 - (2) The parent parcel of the new parcel that is less than the minimum site area is jointly managed with one or more other parcels, one of which has at least the minimum site area required in the zoning district within which it is located.
 - (3) The exception will reduce the loss of agricultural land on one or more parcels which are at least the minimum area required for that zoning district.
4. Under the provisions of this Section, the new parcel shall:
- a. Have an area of not less than one acre.
 - b. Have a width of not less than 125 feet and a depth of not less than 150 feet.
 - c. Comply with local and state standards for domestic water supply and sewage disposal facilities.
 - d. Comply with other regulations of the appropriate Agricultural (A) District of this Development Code and all county improvement standards required by law or county policy.
 - e. Have a Tentative Parcel Map, an In-lieu of Tentative Parcel Map, or a Lot Line Adjustment application filed and approved by the County and record a Final Map, Parcel Map, or Parcel Map Waiver showing the division or adjustment and appropriate public dedications.
- B. The restrictions in this Section of the Development Code shall apply only to land within the unincorporated territory of Kings County, however, land in cities or other counties may be used for the necessary acreage for the Joint Management Agreement.

Sec. 412. New or Expanding Bovine Dairy:

- A. When an Site Plan Review application and Technical Report is submitted for a new bovine dairy or the expansion of an existing bovine dairy, including dairy calf and heifer raising facilities, in the AG-20 or AG-40 zoning districts, or the

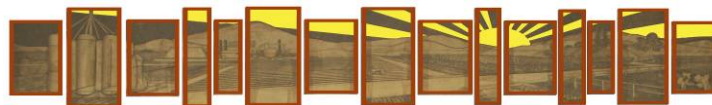


expansion of an existing bovine dairy, including dairy calf and heifer raising facilities, in the AX zoning district, the Zoning Administrator shall:

1. Review and make a finding that the Technical Report accompanying the Site Plan Review application demonstrates that the dairy project will meet or exceed all applicable goals, objectives, policies, and standards of the *Dairy Element* of the *2035 Kings County General Plan* and provides a level of mitigation meeting or exceeding the mitigation measures in the Program EIR prepared for the Dairy Element.
2. Consult with representatives of the following agencies in a manner reasonably calculated to allow the party being consulted to provide appropriate feedback concerning the application package.
 - Kings County Agricultural Commissioner (EAC)
 - U.C. Cooperative Extension Service (EAC)
 - Kings County Health Officer, Environmental Health Division (EAC)
 - Kings County Public Works Department (EAC)
 - Kings County Mosquito Abatement District (EAC)
 - Kings County Assessor
 - Kings County Building Official/Code Compliance Division
 - Kings County Fire Department
 - Kings County Sheriff's Department
 - Kings County Farm Bureau
 - Kings County Economic Development Corporation
 - Kings County Association of Governments (KCAAG)
 - Kings Area Rural Transit
 - Tulare County Environmental Health Service (Milk Inspection Services)
 - Native American Heritage Commission
 - San Joaquin Valley Air Pollution Control District,
 - Central California Regional Water Quality Control Board, District 5
 - U.S. Fish and Wildlife Service
 - California Department of Fish and Game, District 4
 - California Department of Water Resources,
 - Caltrans, District 6
 - Any appropriate utility services, Community Service District or Public Utility District

3. Document and consider any concerns arising out of the consultations described in subparagraph 1 above.

B. Applications for new bovine dairies, or dairy calf and heifer raising facilities, or for the expansion of existing bovine dairies, or dairy calf and heifer raising facilities, shall be approved through the Site Plan Review process only if the application meets all of the specified criteria of the *Dairy Element* of the *2035 Kings County General Plan*. The applicant shall submit one paper copy of the application and Technical Report with 21 copies submitted on CD's. The paper copy shall have original signatures affixed where signatures are required.



- C. All applications for new bovine dairies, or dairy calf and heifer raising facilities, and expansion of existing bovine dairies, or dairy calf and heifer raising facilities, shall include a “*Kings County Emergency Action Plan for Dead Animal Management*” to ensure that a plan is in place for the proper disposal of excess livestock fatalities resulting from extreme heat events or other natural disasters.

Sec. 413. Confined Animal Feeding Operations (CAFO):

- A. The provisions of this Development Code shall not require the elimination of bovine and goat/sheep dairies, calf and heifer raising facilities, animal sales and stock feeding yards, other commercial animal feeding operations, or commercial poultry keeping and raising operations within the AL-10, AG-20, AG-40, and AX zoning districts, which were legally established prior to the effective date of the Development Code, provided however, that expansions to said uses may be permitted only upon granting of a Conditional Use permit for poultry operation and bovine dairies in the AL-10 zoning district, or issuance of a Site Plan Review for bovine dairies in the AG-20, AG-40, and AX zoning districts.
- B. Dairies, dairy calf and heifer raising facilities, animal sales and stock feeding yards, or poultry keeping and raising operations located within AL-10, AG-20, AG-40, and AX zones may discontinue operations for a period of time not to exceed two years and reactivate operations at the same herd or flock size and in the same facility without first obtaining a Conditional Use permit or Site Plan Review.
- C. An addition to, or expansion of, an existing bovine dairy facility or site which is nonconforming solely due to its status as a dairy that was built and operated prior to this Development Code requirement for zoning permits, or a dairy that has had a zoning permit issued prior to the adoption of the *Dairy Element* of the *2035 Kings County General Plan* may be allowed without bringing the existing portion of the dairy facility or site into compliance with the Dairy Element standards. However, all new additions and the expanded areas of the dairy shall conform to the Dairy Element standards.

Sec. 414. Conversion of a Milk Cow Dairy to a Goat/Sheep Dairy:

- A. When a new goat/sheep dairy is proposed to occupy the site of a previously operated milk cow dairy that has been closed for less than two years, no new zoning permit will be required as long as the animal unit (AU) count does not exceed that of the previously existing dairy herd.
- B. Prior to beginning operation of a new goat/sheep dairy at a closed milk cow dairy site, the operator shall provide the Community Development Agency with documentation that the previous milk cow dairy was in operation within the previous two years, the herd size of the dairy’s herd and the proposed goat/sheep herd size.
- C. The request for conversion of the milk cow dairy to goat/sheep dairy shall be made in a letter from the applicant providing the information shown above as well as any other pertinent details concerning the proposed goat/sheep dairy. The letter shall be signed by both the applicant and all of the legal owners of the property on which the dairy exists.
- D. A letter will be prepared by the Zoning Administrator to the operator and the property owners which includes the necessary finding for the compliance determination and which documents the conversion of the facility from a milk cow dairy to a goat/sheep dairy. The letter shall include the maximum goat/sheep herd size allowed on the facility based on the conversion factor of seven goats/sheep per each dairy cow previously permitted on the milk cow dairy. The purpose of the letter is to document in the record that the new goat/sheep dairy meets the requirements of this Development Code, thus eliminating confusion concerning the right of the goat/sheep dairy to operate in the future.
- E. The operator of the new goat/sheep dairy is responsible for contacting California Regional Water Quality Control Board (CRWQCB) to determine whether there is a valid waste discharge permit in place and with the San Joaquin Valley Air Pollution Control District (SJVAPCD) to determine if any additional requirements are needed in order to operate the goat/sheep dairy. The operator is also responsible for contacting any other agencies that may be required to be contacted to obtain permits necessary to operate the dairy.



F. In the event the milk cow dairy has been closed for two years or more, or the applicant is unable to furnish documentation showing that the milk cow dairy has been closed for less than two years, then a new zoning permit is required.

Sec. 415. Agricultural Service Establishment Division:

A. When an application is being considered for a division for purposes of separating a legally established agricultural services establishment for sale, lease, or financing, the division may be permitted in the AL-10, AG-20, or AG-40 zoning district for sites of not less than one acre subject to the following requirements or conditions:

1. In the AL-10 zoning district, the agricultural service establishment shall have been legally established prior to, and shall have been in continuous operation since, October 4, 1994.
2. The parcel remaining after the division without the agricultural service establishment on it shall meet at least one of the following requirements:
 - a. The remaining parcel meets the requirements of the AL-10, AG-20, or AG-40 zoning district, as applicable.
 - b. The remaining parcel is merged with another parcel in the AL-10, AG-20, or AG-40 zoning district, and the new merged parcel meets the requirements of the AL-10, AG-20, or AG-40 zoning district, or
 - c. The remaining parcel is merged with a parcel in another zoning district and the parcel can be found to be consistent with the General Plan designation of the parcel it merges with, and a zoning district boundary change pursuant to Article 21 of this Development Code is accomplished.

Sec. 416. Agricultural Preserves and Land Conservation Contract Actions and Land Uses: This Section provides information concerning the California Land Conservation “Williamson” Act of 1965, for the management and preservation of agricultural lands within the County.

- A. Specific guidance and procedures concerning the establishment, disestablishment, expansion, or reduction of agricultural preserve boundaries and/or cancellation or establishment of Land Conservation Contracts are contained in the *“Implementation Procedures for the California Land Conservation “Williamson” Act of 1965 Including Farmland Security Zones.”*
- B. The *“Uniform Rules for Agricultural Preserves in Kings County”* which detail the only uses permitted upon “Williamson Act” contracted land are included in Appendix A of the *“Implementation Procedures for the California Land Conservation “Williamson” Act of 1965 Including Farmland Security Zones.”*

Sec. 417. Adaptive Reuse of an Agricultural Facility to Another Use: In certain circumstances when a parcel or structure on a parcel within an agricultural zoning district is vacant and no longer used for its intended and permitted use, the Zoning Administrator may approve the adaptive reuse of the parcel or structure for a use not normally allowed in the agricultural zoning district but which could be considered to be consistent with the purpose of the district.

- A. The adaptive reuse must be a use that makes no significant changes to the parcel or structure and will meet all other standards and development regulations of the zoning district.
- B. Adaptive reuse requests shall be processed as a Site Plan Review in compliance with Article 16 unless the proposed use is one that would be characterized as a conditional use in nature or scope.

(Ord. No. 668-1-16, §6, 1/12/16)



Sec. 418. Additional Standards and Development Regulations:

Table 4-3 DEVELOPMENT STANDARDS FOR AGRICULTURAL ZONING DISTRICTS					
<i>Use Classifications</i>	<i>AL-10</i>	<i>AG-20</i>	<i>AG-40</i>	<i>AX</i>	<i>Additional Regulations and Information</i>
Site Area and Lot Standards	All Standards Shown are Minimum Standards Unless Otherwise Stated				
Site area limitation (acres)	10	20	40	40	Exceptions to the minimum parcel size are located in Sections 408, 409, 410 and 411
Site width (ft.)	330	330	660	660	Exceptions to the minimum width requirements are located in Sections 408, 409, 410 and 411
Site Coverage	All Standards Shown are Minimum Standards Unless Otherwise Stated				
Maximum area covered by structures.	No Limitation	No Limitation	No Limitation	No Limitation	
Setback Requirement (ft.)					
Front Setback (Occupied Structures)	50	50	50	50	See Notes 1 & 9
Front Setback (Non-Occupied Structures)	35	35	35	35	See Notes 2 & 9
Front Setback (Dairy corrals, feed and manure storage areas, and open sided shade structures on dairies)	20	20	20	20	See Notes 3 & 9
Front Setback - Other	See Notes 4-7	See Notes 4-7	See Notes 4-7	See Notes 4-7	See Note 9
Rear Yard	10	10	10	10	See Note 9
Side Yard (Interior)	10	10	10	10	See Note 9
Side Yard (Corner)	20	20	20	20	See Notes 8 & 9
Water Well and Water Body	100	100	100	100	See Note 10
Distance Between Structures (ft.)					
Residence and a structure housing livestock or poultry	40	40	40	40	
Height of Structures (ft.)					
Maximum height of a permitted use or its accessory structures	No Limitation	No Limitation	No Limitation	No Limitation	
Maximum height of a structure in a traffic safety visibility area	3	3	3	3	See Note 11
Small wind energy system towers	See Note 12	See Note 12	See Note 12	See Note 12	



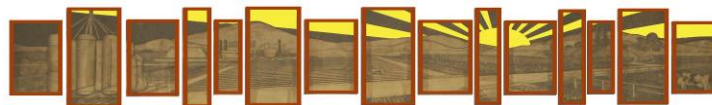
Table 4-3 Notes:

1. Occupied structures including, but not limited to, residential dwellings; public and quasi-public uses of an educational type; community facilities and institutions; public uses of an administrative, public service or cultural type; and dairy milk barns.
2. Nonoccupied uses including open sided carports. Any portion of a carport which is constructed within the area of the front yard that exists between the 35 foot front yard setback and the 50 foot front yard setback must have open sides within that setback area.
3. Minimum setback to allow the dairy operator to operate vehicles and equipment to feed and care for the animals in the corral without encroaching into the public road right-of-way.
4. The front yard setbacks noted above shall apply except along those streets and highways where a greater setback is required by other ordinances or standards of the County, including, but not limited to, the *Kings County Improvement Standards*.
5. All minimum setback requirements shall be measured from the public road right-of-way. Public road right-of-way shall be verified with the Kings County Public Works Department to ensure that required setbacks are met.
6. Field crops, orchards, vines, vegetables, etc., shall be planted in such a manner that does not necessitate the farmer or property owner to use the public road right-of-way to operate or turn vehicles or equipment for normal farming operations.
7. Ornamental trees, orchards, vines, oleander bushes, horticultural specialties, etc., shall not be planted or maintained in such a manner as to cause or permit canopies or other growth to obscure or conflict with road signs within the public road right-of-way.
8. The side yard setbacks noted above prevail except along those streets and highways where a greater setback is required by other ordinances or standards of the County, including but not limited to, the *Kings County Improvement Standards*.
9. Required setback areas may be used for the growing of agricultural crops, horticultural specialties or for aesthetic landscaping.
10. Manured and feed storage areas on dairy facilities shall be set back 100 feet from wells and water bodies as required by California Regional Water Quality Control Board (CRWQCB) Central Valley Region. Deviations from the 100 foot setback shall only be permitted as allowed by CRWQCB General Order No. R5-2007-0035 (or newer Order). Manure and process water shall not be applied closer than 100 feet to any down gradient surface waters, open tile line intake structures, sinkholes, agricultural or domestic wells heads, or other conduits to surface waters except as specifically permitted by CRWQCB General Order No. R5-2007-0035 (or newer Order). Leach fields shall be set back 100 feet from water supply wells and water bodies.
11. Traffic Safety Visibility Area, as defined in Article 25 of this Development Code.
12. Maximum height is limited to 80 feet in height on parcels between one and five acres and not more than 100 feet in height on parcels larger than five acres.

(Ord. No. 668-1-17, §13, 3/28/17)



- A. **Off-street Parking Areas, Aisles, Access Drives, Access Lanes and Off-street Loading Facilities:** Off-street parking areas, aisles, access drives, access lanes, and off-street loading facilities shall be provided on the site for each use as prescribed in Article 13.
- B. **Fences, Walls, Gates, Hedges, and Screening and Landscaping:** In order to ensure that fences, walls, gates, hedges, and screening and landscaping do not create traffic hazards at street or road intersections, and where driveways enter streets and roads, the following standards prescribed in this article shall be required by the Zoning Administrator or Planning Commission for all new uses and major alterations and enlargement of existing uses. These requirements are to protect public health and safety, conserve water resources, and where appropriate, insulate surrounding land uses from their impact.
1. **Fences, Walls, and Hedges** exceeding six feet in height shall be permitted except that fences, walls, and hedges shall not exceed three feet in height within a Traffic Safety Visibility Area as defined in Article 25 of this Development Code.
 2. **Gates** shall be permitted as follows:
 - a. Gates which are used for the primary vehicular ingress and egress and which are opened and closed manually shall be setback so that the greater of the following distances are met from the property line being used for access:
 - (1) A minimum distance of 20 feet.
 - (2) A distance sufficient to ensure that vehicles used for a permitted use requiring a Site Plan Review or Conditional Use permit are able to pull completely onto their property.
 - b. Gates used for the primary vehicular ingress and egress and which are opened and closed electronically with a remote control may be located within any portion of the property being used for access to a driveway provided that:
 - (1) The property owner/occupant shall obtain a building permit from the building department for the installation of the electric gate operating mechanism and wiring. The property owner/occupant must also request and obtain a final inspection for the assigned building permit and demonstrate operation of the mechanism using the remote.
 - (2) The gate must be operational at all times using a remote control device that allows the property owner/occupant to open and close the gate to enter the driveway area without exiting the vehicle.
 - (3) At any time that the gate is not operational using the remote control device the gate must either be locked in the open position or it must be removed entirely.
 - c. Access gates to property which are not the primary vehicular ingress and egress such as an access gate to a rear yard to allow the parking of an RV, boat or similar use or for equipment access to be used in maintenance of the property do not require additional setback from the property line. Secondary access gates shall have locking mechanisms accessible only from the interior side of the gate.
 3. **General Fencing and Gate Requirements:**
 - a. All private, single-family home swimming pools constructed after January 1, 1998 shall be fenced, enclosed or equipped with another safety feature as provided in Sections 115920 – 115927 of the California Health and Safety Codes.
 - b. Any fence or wall over seven feet in height is a structure and requires a building permit prior to construction.



c. All heights in this Section shall be measured from the finished grade of site or the adjacent property, which-ever is lower.

d. Fences, walls, hedges, gates, walks, driveways and retaining walls may occupy any required yard or other open spaces, subject to the limitations prescribed in the district regulations.

4. **Screening Requirements:** Storage of materials attendant to a permitted use requiring a Site Plan Review, or Conditional Use permit which are not specifically permitted to be stored within public view pursuant to an approved use permit, and are not completely enclosed in a structure, when located on a site abutting on or across a street or alley from an RR, R, RM or MU Zoning District shall be screened by a solid fence or masonry wall or compact growth of natural plant materials not less than six feet in height, provided that no materials or equipment shall be stored to a height greater than that of the wall or fence.

5. **Landscaping:** Landscaping is generally not required in these zoning districts however, as stated in Article 15 of this Development Code, all new construction and rehabilitated landscape projects installed after January 1, 2010 are subject to and shall comply with the “California Model Water Efficient Landscape Ordinance”. See Article 15 of this Development Code for additional information concerning specific landscaping requirements.

C. **Signs in Agricultural Zoning Districts:** Signs shall be allowed in compliance with the regulations contained in Article 14, and as prescribed in Table 4-4 below. All signs shall be located outside of the public right-of-way and shall not be located within a Traffic Safety Visibility Area if over three feet in height. Unless a different setback is specified for a particular zoning district, the minimum setback distance for all signs over three feet in height shall be ten feet from property lines.

Table 4-4 SIGNS IN AGRICULTURAL ZONING DISTRICTS			
Permitted Sign Type	Maximum Number	Maximum Aggregate Sign Area Allowed	Additional Regulations See Article 14
Name plates or signs with a structural area of less than 40 sq. ft. pertaining to a permitted use, permitted use with Site Plan Review or conditional use conducted on the site.	1	40 sq. ft. in area.	No direct illumination permitted.
Name plates or signs with a structural area between 40 and 150 sq. ft. pertaining to a permitted use, permitted use with Site Plan Review or conditional use conducted on the site.	1	150 sq. ft. in area.	Direct Illumination is allowed.
On-site real estate sign pertaining to the sale, lease, rental or display of a structure or land.	1	32 sq. ft. in area.	No direct illumination permitted.
Directional or information (other than advertising) adjacent to a state highway or county road listing commercial establishments accessible via the frontage road.	4 per each side of the highway or county road.	240 sq. ft. in area.	Within an area limited by points not closer than one-fourth mile or further than three-fourths mile from a frontage road turnoff.
Signs located adjacent to a State highway or county road that is classified as an arterial or collector road (including such designations as urban or rural, major or minor) giving direction to or information about Kings County cities, communities or rural service centers.	4 per city, community or rural service center regardless of the sign's location in this district.	240 sq. ft. in area.	Such signs shall not contain information pertaining to a subdivision of land or private development, commercial establishments or quasi-public developments.
Temporary special event signs.	1 per business.	32 sq. ft. in area.	See Section 1406.C.1.



Table 4-4 SIGNS IN AGRICULTURAL ZONING DISTRICTS			
Permitted Sign Type	Maximum Number	Maximum Aggregate Sign Area Allowed	<i>Additional Regulations See Article 14</i>
Temporary advertising/ promotional signs.	1 per business.	32 sq. ft. in area.	See Section 1406.C.2.
Temporary construction signs.	1	32 sq. ft. in area.	See Section 1406.C.5. No direct illumination permitted.
Directional signs for off-street parking and off-street loading facilities.	2	6 sq. ft. in area.	May be illuminated or non-illuminated.
Political and other noncommercial signs.	No Restriction.	32 sq. ft. per sign.	See Section 1406.D.9.

- D. **General Provisions and Exceptions:** All uses shall be subject to the general provisions and exceptions prescribed in Article 1.
- E. **Exterior Lighting:** Exterior lighting should be designed to be compatible with the architectural and landscape design of the project.
1. All new proposed uses shall preserve the existing nighttime environment by ensuring that the outdoor lighting for the use is so arranged and/or hooded as to reflect light away from adjoining properties.
 2. New lighting that is part of residential, commercial, industrial, or recreational development shall be oriented away from sensitive uses, and shall be hooded, shielded, and located to direct light pools downward and prevent glare.
 3. To achieve the desired lighting level for parking and pedestrian areas, the use of more short, low intensity fixtures is encouraged over the use of a few tall fixtures that illuminate large areas.
- F. **Resource Conservation:** All property owners and residents in Kings County are highly encouraged to participate in resource conservation efforts to help preserve and conserve dwindling natural resources. All property owners proposing new development within the agricultural zoning districts are encouraged to implement the following resource conservation measures, as applicable, as part of their development proposals.
1. **Water Meters:** The installation of water meters to encourage water conservation.
 2. **Stormwater Drainage:** The integration of onsite stormwater drainage features such as small catch basins, rain gardens, and landscape depression basins into site plans to increase the stormwater detention.
 3. **Drought Tolerant Landscaping:** The integration of drought tolerant landscaping and conservation fixtures with the structures to reduce the average per capita water use.

(Ord. No. 668-1-17, §14 and §15, 3/28/17)

Sec. 419. Similar Use Findings. The Zoning Administrator may approve a use not specifically listed in a particular zoning district if the similar use findings listed in Section 1603.E can be made.

(Ord No. 668-1-16, §7, 1/12/16)



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ORDINANCE NO. 668-1-20

AN ORDINANCE AMENDING SECTION 407, TABLE 4-1 OF THE KINGS COUNTY DEVELOPMENT CODE TO PROVIDE REGULATIONS FOR NEWER TECHNOLOGIES RELATED TO ELECTRICAL ENERGY STORAGE FACILITIES IN THE AG-20, AG-40 & AX AGRICULTURAL ZONED DISTRICTS

The Board of Supervisors of the County of Kings ordains as follows:

SECTION 1. The Kings County Development Code Section 407, Table 4-1, Energy Uses, is hereby amended to allow “Electrical energy storage facilities” with a discretionary Conditional Use Permit in the AG-20, AG-40 & AX zone districts and add, “Shall be located within one (1) mile of an existing public utility substation.” to the Additional Regulations and Information section.

SECTION 2. Hereby finds that the Development Code Text Change No. 668.15 is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the *Guidelines for California Environmental Quality Act (CEQA Guidelines)*. This section states that a project is exempt from *CEQA* if the activity is covered by the general rule that *CEQA* applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to *CEQA*. The changes in the Development Code are technical changes concerning general policy for the implementation of the zoning regulations and there is no possibility that these changes will have a significant effect on the environment by the act of adopting the Development Code. In addition, any new uses added to the Development Code will be required to undergo individual environmental review determination, and will either be ministerial, categorically exempt, or subject to individual *CEQA* review. It would be speculative at this time to attempt to determine specific impacts without specific activity and site information.

SECTION 3. This ordinance shall take effect and be in force thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, it shall be published once with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel, a newspaper of general circulation published in the County of Kings.

PASSED AND ADOPTED by the Board of Supervisors of the County of Kings, State of California, on the 14th day of July, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Doug Verboon, Chairman
Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this 14th day of July, 2020.

Catherine Venturella
Clerk of said Board of Supervisors