

### 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 28, 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.

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- 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 133 416 0308#**.
- 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](mailto:Catherine.Venturella@co.kings.ca.us) or [Melanie.Curtis@co.kings.ca.us](mailto: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 – Brian Kleinhammer**  
**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 July 21, 2020 regular meeting.
- IV. CONSENT CALENDAR**
- A. Agriculture Department:**  
Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Light Brown Apple Moth Detection Trapping Program.
- B. Behavioral Health Department:**  
Consider approving the Agreement with Superior Court of California, County of Kings, for the Collaborative Justice Treatment Court from July 1, 2020 through June 30, 2021.
- C. Community Development Agency:**
1. Consider:
    - a. Approving a revision to Land Conservation Contract No. 547 for Agricultural Land Division No. 19-05; and
    - b. Approving the Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance.
- D. Health Department:**  
Consider approving an Extension Agreement with Recreation Association of Corcoran for Family Resource Center Initiative services for Fiscal Year 2020-2021.
- V. REGULAR AGENDA ITEMS**
- A. Health Department - Edward Hill/Nancy Gerking**
1. Consider:
    - a. Approving an Agreement retroactively with Hanumandla Reddy, Cardiologist, to continue providing electrocardiogram review and interpretation services from July 1, 2020 to June 30, 2021; and
    - b. Approving an Agreement retroactively with Beverly Radiology Medical Group doing business as Hanford Advanced Imaging Center to continue providing x-ray services from July 1, 2020 to June 30, 2021.
  2. Consider:
    - a. Approving the addition of an Accounting Technician to the 411100 budget unit; and
    - b. Approving the addition of an Office Assistant III to the 411600 budget unit; and
    - c. Approving the addition of a Supervising Public Health Nurse to the 419500 budget unit.
  3. Consider authorizing the Director of Kings County Department of Public Health to accept the COVID-19 Hospital Preparedness Program Supplemental Funding from the California Department of Public Health, Emergency Preparedness Office .



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

1. Consider authorizing the Chairman to sign the Notice of Completion for the Senate Bill-1 Funded Kings County Roadway Improvement Project to provide notice to interested parties that the work has been completed.
2. Consider:
  - a. Authorizing the Chairman to approve the underground encroachment permit as submitted contingent upon the mutually accepted agreement between County and Lakeside Pipeline, LLC; and
  - b. Authorizing the Chairman to approve the agreement in connection with the encroachment permit application between County and Lakeside Pipeline.

**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; and
- c. Receive and update on Project RoomKey and take action as deemed necessary.

**VI. PUBLIC HEARING**

**Community Development Agency – Greg Gatzka/Alex Hernandez**

Hold a public hearing and consider directing staff on how to proceed with the Community Development Block Grant – Coronavirus Response Round 1 CDBG-CV1 application and which eligible activity or project to apply for.

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

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

**VIII. CLOSED SESSION**

◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**

Negotiators: Rebecca Campbell, Henie Ring, Che Johnson of Liebert Cassidy Whitmore

- Blue Collar – SEIU
- General - CLOCEA
- Supervisors – CLOCEA
- Probation Officer's Association

**IX. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for August 4, 2020, at 9:00 a.m.



***FUTURE MEETINGS AND EVENTS***

July 30	9:00 AM	Housing Authority of Kings County Special Meeting
August 10	9:00 AM	Board of Equalization Hearings
August 11	9:00 AM	Regular Meeting
August 11	2:00 PM	Board of Equalization Hearings
August 18	9:00 AM	Regular Meeting
August 18	2:00 PM	Board of Equalization Hearings
August 24	9:00 AM	Board of Equalization Hearings
August 25	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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Rebecca Campbell, County Administrative Officer  
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## Board of Supervisors Regular Meeting Action Summary

**Date:** Tuesday, July 21, 2020  
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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 – Mark Curts**  
**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. APPROVAL OF MINUTES**  
**A.** Approval of the minutes from the July 14, 2020 regular meeting.  
**ACTION: APPROVED AS PRESENTED (JN, RF, RV, CP, DV-Aye)**
- IV. CONSENT CALENDAR**  
**A. Public Works Department:**  
Consider authorizing the Fleet Superintendent to purchase vehicles using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium for 11 Sheriff vehicles in order to receive them in the current fiscal year due to increasing lead time in processing for delivery.  
**B. Administration:**  
Consider denying a claim for damages filed by Stanley Law on behalf of the Eric Gonzales family.  
**ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (JN, RF, RV, CP, DV-Aye)**
- V. REGULAR AGENDA ITEMS**  
**A. Administration – Rebecca Cambell**  
**Chemical Waste Management – Bob Henry**  
Consider accepting the quarterly report from Chemical Waste Management.  
**ACTION: ACCEPTED AS PRESENTED (RF, JN, RV, CP, DV-Aye)**
- B. Community Development Agency – Greg Gatzka/Chuck Kinney**  
Receive a monthly report of the Planning Commission’s actions.  
**ACTION: ACCEPTED AS PRESENTED (RF, CP, JN, RV, DV-Aye)**
- C. Department of Public Health - Edward Hill/Nancy Gerking**  
Consider authorizing the Chairman to sign an Agreement with Elitecare Medical Staffing Inc. to provide licensed nursing staff to the Kings County Department of Public Health during the Novel Coronavirus 2019 pandemic. [Agmt 20-071]  
**ACTION: APPROVED AS PRESENTED (JN, RF, RV, CP, DV-Aye)**
- D. Human Resources Department – Henie Ring/Melissa Avalos**  
1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Deputy Sheriff’s Association for a term ending June 30, 2021.  
**ACTION: APPROVED AS PRESENTED (CP, JN, RV, RF, DV-Aye)**  
2. Consider approving the new job specification for Supervisor Building Operations Specialist and setting the salary at Range 209.0 (\$4,808-\$5869).  
**ACTION: APPROVED AS PRESENTED (RF, CP, JN, RV, 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

**THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN.**

- b. Receive an update on the State's roadmap for modifying the statewide order and take action as necessary; and

**THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN.**

- c. Receive an update on the Kings County COVID-19 Small Business Assistance program and take action as deemed necessary; and

**THE BOARD RECEIVED AN UPDATE AND A POWERPOINT PRESENTATION BY LANCE LIPPINCOTT, JOB TRAINING OFFICER DIRECTOR, WHICH HAS BECOME PART OF THESE MINUTES AND TOOK THE FOLLOWING ACTIONS: ON THE ALLOCATION THE BOARD APPROVED BY CONSENSUS TO APPROVE THE PER CAPITA ALLOCATION IN OPTION 2 AND STAFF WILL BRING BACK AN UPDATE TO THE BOARD ON OCTOBER 1, 2020 ON FUND AVAILABILITY. ON THE AWARD PHASING THE BOARD APPROVED BY CONSENSUS OPTION 2 WITH AMENDMENTS AND DETERMINED THAT THE FIRST PHASE OF \$2.5 MILLION WILL BE AVAILABLE ON AUGUST 20, 2020 AND SECOND PHASE WILL BE AVAILABLE ON SEPTEMBER 20, 2020 ASSUMING THAT THE COUNTY HAS RECEIVED ALL PAYMENT ALLOCATIONS FROM THE STATE, IF NOT RECEIVED THEN AT THEIR SEPTEMBER 15, 2020 MEETING A DETERMINATION WILL BE MADE ON THE SECOND PHASE AWARDS. ON THE SIZE OF BUSINESS ELIGIBILITY THE BOARD APPROVED BY CONSENSUS OPTION 3 ALLOWING FOR BUSINESSES WITH UP TO 25 EMPLOYEES OR PART TIME EQUIVALENTS. ON THE NON-PROFIT ELIGIBILITY THE BOARD APPROVED BY CONSENSUS OPTION 3 WITH NO MONEY AWARDED UNTIL THE UPDATE TO THE BOARD AT THEIR OCTOBER 1, 2020 MEETING AND IF THE COUNTY HAS RECEIVED ALL FUNDS THEN ELIGIBILITY WILL BE DETERMINED FOR REAL PROPERTY INTEREST AND RELATED EXPENSES ALONG WITH PROOF OF LOSS OF INCOME. ON THE REIMBURSEMENT THE BOARD APPROVE BY CONSENSUS OPTION 2 FOR ISSUE BASIS REQUIRING THE RECIPIENTS TO SIGN AN AGREEMENT REGARDING DISTRIBUTION AND ALLOWED USE OF FUNDS. ON THE MAXIMUM AWARD THE BOARD BY CONSENSUS APPROVED OPTION 2 ALLOWING THE MAXIMUM OF \$20,000 PER BUSINESS.**

**ACTION: APPROVED ALL AMENDMENTS AS OUTLINED (RV, JN, CP, RF, DV-Aye)**

- d. Receive an update on the Education, Outreach and Enforcement program and take action as deemed necessary; and

**THE BOARD RECEIVED AN UPDATE AND APPROVED THE PROGRAM (RV, CP, DV-Aye, JN,RF-No)**

- e. Consider directing the County Administrative Officer to enter into contract negotiations with JCR Entertainment for a COVID-19 media campaign by World Champion Boxer Jose Ramirez.

**ACTION: APPROVED AS PRESENTED (RF, DV, CP-Aye, JN,RF-No)**

**VI.**

**BOARD MEMBERS ANNOUNCEMENTS OR REPORTS**

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**Supervisor Valle stated that his 50<sup>th</sup> birthday is tomorrow.**

- ◆ Board Correspondence: **Rebecca Campbell stated that the Board received correspondence from Dustin Reilich, Deckard Technologies regarding property insight services to increase tax revenue by identifying unpermitted construction and lost taxes.**
- ◆ Upcoming Events: **None**



- ◆ Information on Future Agenda Items: **Rebecca Campbell stated the following items would be on a future agenda: Administration – Covid-19 update, Community Development Agency – Public Hearing 2020 Block Grant Coronavirus response round 1 notice of funding available, Community Development Agency – Declaration of intent and acknowledgment of penalty for unlawful conveyance, Public Works – Non-routine hazardous encroachment of the public right of way, Public Works – Senate Bill-1 funded Kings County roadway improvement project, Health– Position changes , Health – Adverse Childhood Experiences (ACEs) Aware Initiative, Health – First 5 Children & Families commission agreement extension for FY 20/21, Health – Professional services contracts for Public Health, Agriculture Department– Coop agreement with CA Dept. of Food & Ag for the County’s light brown apple moth control program, Behavioral Health – Agreement with Superior Court for collaborative justice treatment court, Information Technology – Study session property tax system upgrade, and Elections Department - update.**

**VII. CLOSED SESSION**

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**  
 Negotiators: Rebecca Campbell, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
  - Blue Collar – SEIU

**REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.**

**VIII. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for July 28, 2020, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

July 27	9:00 AM	Board of Equalization Hearings
July 28	9:00 AM	Regular Meeting
August 4	9:00 AM	Regular Meeting
August 10	9:00 AM	Board of Equalization Hearings
August 11	9:00 AM	Regular Meeting
August 11	2:00 PM	Board of Equalization Hearings

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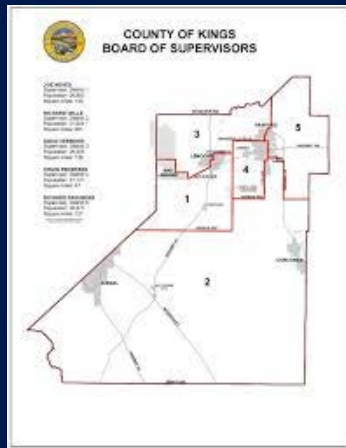
# **KINGS COUNTY COVID-19 SMALL BUSINESS ASSISTANCE PROGRAM**

July 21, 2020

# Allocation Options

## OPTION #1

- Allocation by Supervisorial District
  - Equal division of funding at \$1 million per supervisorial district



## OPTION #2

- Per Capita Allocation (Recommended)

Area	Pop.	Percent of Total Pop.	Allocated Funding
Avenal	13,496	9%	\$450,000
Corcoran	21,960	14%	\$700,000
Hanford	57,703	38%	\$1,900,000
Lemoore	26,725	17%	\$850,000
Unincorp.	33,056	22%	\$1,100,000
<b>TOTAL</b>	<b>152,940</b>	<b>100%</b>	<b>\$5,000,000</b>

- Justification
  - Objective Assessment
  - Based loosely on retail site location modelling

## OPTION #3

- Targeted by Non-Essential Industry as Defined by Executive Order N-33-20
- Includes Sectors other than the following:
  - Health and Public Health
  - Food and Agriculture
  - Energy
  - Emergency Services
  - Water and Wastewater
  - Etc.
- Issues
  - Requires an in-depth assessment
  - Highly Speculative

# Award Phasing

## OPTION #1

- 1/6<sup>th</sup> Plan

Allocation Date	Allocation Amount
7/20	\$833,334
8/20	\$833,334
9/20	\$833,333
10/20	\$2,499,999
<b>TOTAL</b>	<b>\$5,000,000</b>

- Aligns with the current disbursement of CARES Act funding
- Limits liability to the County if funding is pulled back by the State (dependent upon concurrent costs between departments)
- Slower to roll out funding to small businesses

## OPTION #2

- Split Phasing

Allocation Date	Allocation Amount
8/20	\$2.5 million
9/20	\$2.5 million
<b>TOTAL</b>	<b>152,940</b>

- Does not align with the current disbursement of CARES Act funding
- Potential for liability to the County if funding is pulled back by the State (dependent upon concurrent costs between departments)
- Faster to roll out funding to small businesses

# Size of Business-Eligibility

## OPTION #1

- 5 or less full time employees including independent contractors
  - City of Santa Ana
  - City of Fresno
    - Authorizes an award of \$5,000

## OPTION #2

- 10 or less full time employees including independent contractors
  - County of Fresno

## OPTION #3

- 25 or less full time employees including independent contractors (Recommended)
  - City of Fresno
    - Authorizes an award of \$10,000
  - County of Tulare (20 or less)

## OPTION #4

- 50 or less full time employees including independent contractors
  - County of Kern



# Non-Profit Eligibility

## OPTION #1

- Non-Profits are Eligible
  - County of Kern
  - County of Tulare

## OPTION #2

- Non-Profits are not Eligible
  - City of Santa Ana
  - County of Fresno

## OPTION #3

- Hybrid Model (Recommended)
  - Non-profits are not eligible for an award for the first 1-2 months, then awards are made based upon the availability of funding
    - Award remains first come, first served
  - Ensures the assistance goes to businesses first, then non-profits who have alternative means to seek funding

# Reimbursement Basis-Issue Basis

## OPTION #1

- Reimbursement Basis
  - County of Tulare
- Explanation
  - Businesses are required to bring expenses to the Grant Administrator for reimbursement after they have advanced the costs
  - Limits the County's liability upon program monitoring/audit at the end of the grant period
  - Potential Issue: Speed at which reimbursement can be processed is dependent upon available staff. Businesses may have to wait longer period to receive assistance.

## OPTION #2

- Issue Basis (Recommended)
  - City of Santa Ana
  - County of Fresno
  - City of Fresno
  - City of Kern
- Explanation
  - Businesses sign a contract with the Grant Administrator, requiring them to utilize funding for a preapproved purchase
    - Applicants provide all receipts for expenses paid, and a monitoring is conducted by staff at the end of the grant period
    - Any disallowed costs must be repaid
  - Faster to get assistance out to businesses

# Maximum Award

## OPTION #1

- \$5,000
  - City of Santa Ana
  - City of Fresno
  - County of Fresno
  - County of Tulare

## OPTION #2

- \$20,000 (Recommended)
  - Allows for a minimum of 250 awards
  - Provides an amount that can have a significant impact to assist a businesses

## OPTION #3

- \$75,000
  - County of Kern

# Direction Needed. . .

- Allocation
- Award Phasing
- Size of Business
- Non-Profit Eligibility
- Reimbursement Basis or Issue Basis
- Maximum Award



**QUESTIONS?**



# 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 28, 2020

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

**SUBJECT:** COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S LIGHT BROWN APPLE MOTH 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 Light Brown Apple Moth in the county. This agreement continues the County's Light Brown Apple Moth Control Program.

**Recommendation:**

**Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Light Brown Apple Moth Detection Trapping Program.**

**Fiscal Impact:**

Revenues of \$7,130 for this program are included in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 260000, Account 8151200 (State Aid-Agriculture).

**BACKGROUND:**

The agreement is for pest detection services to prevent the establishment of the Light Brown Apple Moth in the County. The County will service pest detection traps according to protocol established by this agreement. 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 of the Board

By \_\_\_\_\_, Deputy.

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**20-0270-008-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, 2021

3. The maximum amount of this Agreement is: \$7,130.00

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

Exhibit A: Prime Award Information 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

CJ

## EXHIBIT A

### PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant & Animal Disease, Pest Control & Animal Care
Amount Awarded to CDFA:	Pending
Effective Dates for CDFA:	July 1, 2020 through June 30, 2021
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 County will conduct detection and trapping activities for Light Brown Apple Moth to prevent damage to native plants and crops. Federal Domestic Quarantine Order (DA-2007-42).

Project Title: Light Brown Apple Moth - Detection Trapping

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Michelle Dennis	Name: Jimmy Hook
Division/Branch: PHPPS/INTEGRATED PEST CONTROL	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: 916-262-1102	Phone: 559-852-2830
Email Address: michelle.dennis@cdfa.ca.gov	Email Address: jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Marc Yee	Name:
Division/Branch: PHPPS/INTEGRATED PEST CONTROL	Organization:
Address: 2800 Gateway Oaks Drive	Address:
City/State/Zip: Sacramento, CA 95833	City/State/Zip:
Phone: 916-738-6741	Phone:
Email Address: marc.yee@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](mailto: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](http://www.sam.gov) to determine debarment and suspension status.

**12. Crimes and Prohibited Activities**

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

- 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.

**SCOPE OF WORK**  
**Light Brown Apple Moth Program (Detection Trapping)**  
**July 1, 2020 – June 30, 2021**

Light Brown Apple Moth was first discovered in the San Francisco Bay Area in the late fall of 2006. Since then, it has been detected in 28 counties, from Mendocino to San Diego. A Federal Domestic Quarantine Order (DA-2007-42) was established on May 2, 2007 that required, in addition to other actions, additional LBAM trapping to allow continued interstate movement of regulated articles. To confirm that areas of the state are free from LBAM, traps are piggybacked alongside existing detection traps.

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

Pest Exclusion Advisory No. 37-2015

([http://www.cdfa.ca.gov/countyag/postings/files/PEA\\_No.\\_37-2015\\_.pdf](http://www.cdfa.ca.gov/countyag/postings/files/PEA_No._37-2015_.pdf)) provides additional clarifications regarding authorized expenses that qualify for reimbursement.

**Authorized expenses under this Light Brown Apple Moth (LBAM) detection trapping cooperative agreement include:**

- I. Personnel Activities**
  - A. Detection Trapping Activities**
    - 1. Trapping Activities
    - 2. Mileage Reimbursement
    - 3. Delimitation Trapping
    - 4. Documentation for LBAM Traps
    - 5. Daily Trapping Summaries (DTS) (Form 60-210)
    - 6. Program Environmental Impact Report
  - B. Other Activities**
    - 1. Administrative Support
    - 2. Reporting
    - 3. Sample Submission
- II. Non-Personnel**
  - A. Supplies/Equipment**
  - B. Vehicle Mileage**
- III. Reporting/Invoicing**
  - A. Monthly Trapping Report**
  - B. Invoicing/Reimbursement**

- I. Personnel Activities:** The County agrees to perform the listed activities required by the LBAM State Interior Quarantine (CCR 3434) and Federal Domestic Quarantine Order DA-2016-28 (or more recent version). This agreement is also inclusive of the following:

**A. Detection Trapping Activities County entities must follow:**

**1. Trapping Activities**

Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "Light Brown Apple Moth Trapping Guide 2020." Trapping is performed in conjunction with existing detection trapping routes and/or sites (piggybacked) used for other general detection species. Trap

servicings will be reimbursed at three-minutes per trap. These traps should be serviced and maintained by existing general detection trappers. The trapping season for your County should be the same as for general detection trapping, such as for general fruit flies. Consult the CDFA Insect Trapping Guide ([https://www.cdfa.ca.gov/plant/pdep/Insect Trapping Guide/docs/Insect Trapping Guide web.pdf](https://www.cdfa.ca.gov/plant/pdep/Insect%20Trapping%20Guide/docs/Insect%20Trapping%20Guide%20web.pdf)) for exact months for general pest detection trapping, for example, Section CP (ChamP™ Trap), page 71.

**2. Mileage Reimbursement**

Mileage reimbursement is not allowed for LBAM traps piggybacked onto general pest detection and glassy-winged sharpshooter sites. Mileage reimbursement may be allowed for associated trapping activities (attend meetings, sample submission, quality control, supervision).

**3. Delimitation Trapping**

Delimitation trapping may be allowed upon detection of “new location” finds, but only with the approval of LBAM project management.

**4. Documentation for LBAM Traps**

Incorporate the documentation for LBAM traps into the books used for general pest detection or GWSS programs.

**5. Daily Trapping Summaries (DTS) (Form 60-210)**

Must be completed daily by each reimbursable trapper and will serve as official documentation of work performed. The DTS must be held available for review by the CDFA audits office for three years but are not turned in to the LBAM Program. To facilitate program audits, the DTS – whether completed daily, weekly, or monthly – must be signed by the individual who performed the work indicated on the summary. This applies to hand completed or electronic summaries.

**6. 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. Administrative Support**

Personnel hours associated with administrative activities such as hiring and/or training personnel, ensure trapping procedures are followed, provide and maintain trapping vehicles, and ensure all documentation of work is complete and accurate of data entry and/or invoicing and trapping reports for LBAM detection trapping.

**2. Reporting**

Personnel hours associated with entering data into the United States Department of Agriculture Integrated Plant Health Information System (IPHIS) database, completion of the “Monthly Activity Report” and any other data entry required. Use of LBAM Program forms for reporting and inspections is required. Forms created by the County will not be accepted.

**3. Sample Submission**

Submit samples to the Plant Pest Diagnostics Laboratory, located at 3294 Meadowview Road, Sacramento, CA 95832 via approved method(s). See Collection and Submission of Samples in the attachment, “Light Brown Apple Moth

Trapping Guide 2020.” On a case by case basis, project personnel may have a County divert samples directly to LBAM program personnel. Alternate directions will be agreed upon with the County Agricultural Commissioner ahead of time if that becomes appropriate.

## II. Non-Personnel

### A. Supplies/Equipment:

1. **Supplies:** In accordance with 2 CFR 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 LBAM 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.

All records substantiating that the supplies are used for the LBAM Program must be maintained by the County.

- B. **Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan (budget). 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 as requested.

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

- A. **Monthly Trapping Report:** Submit monthly trapping reports using the LBAM Combined Detection and Regulatory Trapping Survey Report (LBAM-Trapping-Report.xls Excel spreadsheet) by close of business the 5<sup>th</sup> day of each month. **Please submit the Report electronically to [maryjean.sawyer@cdfa.ca.gov](mailto:maryjean.sawyer@cdfa.ca.gov).**

- B. **Invoicing/Reimbursement:** Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred to [lbaminvoices@cdfa.ca.gov](mailto:lbaminvoices@cdfa.ca.gov). Note – payment is contingent upon receipt of trapping reports for that month. **Invoices will not be approved for payment if monthly trapping reports have not been submitted.**

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 LBAM detection trapping activities.
2. **Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted LBAM quarantine response and regulatory enforcement activities.
3. **Personnel on Invoice Must Match Work Plan (Budget):** Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).

4. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA, but must be retained by the County and shall be made available upon request for audit purposes.
5. **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. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work (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 scope of work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that 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 scope of work (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 CFR 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirement for federal awards.
- 2 CFR 225, 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.

6. **Submission of Monthly Invoice:** Invoices must be emailed to [lbaminvoices@cdfa.ca.gov](mailto:lbaminvoices@cdfa.ca.gov) or Marc Yee ([marc.yee@cdfa.ca.gov](mailto:marc.yee@cdfa.ca.gov)).

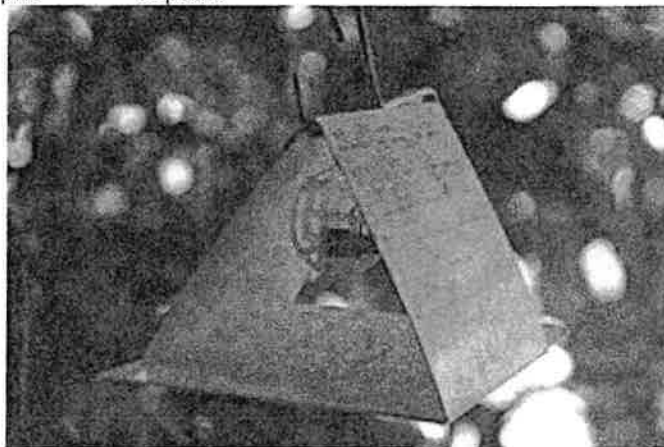
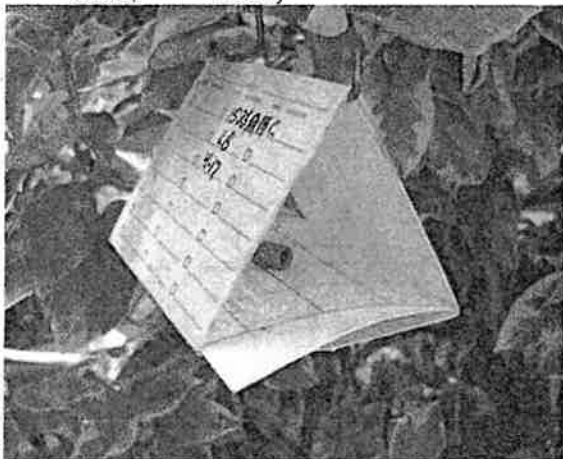
Contact Marc Yee with any questions regarding invoicing or reimbursement by email or by calling (916) 262-1102.

## Light Brown Apple Moth Trapping Guide 2020

**PROGRAM:** Light Brown Apple Moth (LBAM) Trapping (Detection)

**TYPE OF TRAP:** Jackson Trap

The delta-shaped Jackson trap is made of plastic-coated cardboard. A sticky insert on the bottom captures moths. The pheromone septum is placed in the stickum on the trap insert. If the pheromone septum is lost due to wind or other factors, use a Medfly lure basket to secure the pheromone septum.



Photos by CDFA

The trap consists of four parts: trap body, insert, septum, and trap hanger.

**ATTRACTANT:** A mixture of (E)-11-tetradecenyl acetate (96%) and (9E, 11E)-9, 11-tetradecadienyl acetate (4%).

### DETECTION TRAPPING SEASON:

Counties that are not part of the contiguous LBAM regulated area, normally manage year-round detection trapping programs - continue with 14-day service intervals. Currently these are:

Los Angeles  
San Diego

Orange  
Santa Barbara

Riverside  
Ventura

San Bernardino

Counties that are not part of the contiguous LBAM regulated area, and do not trap year-round - all trapping will be conducted during the normal detection trapping season with 14-day service intervals. Currently these are:

Amador  
El Dorado  
Kings  
Mendocino  
San Luis Obispo  
Tehama

Butte  
Fresno  
Lake  
Merced  
Shasta  
Tulare

Calaveras  
Glenn  
Madera  
Nevada  
Stanislaus  
Tuolumne

Colusa  
Kern  
Mariposa  
Placer  
Sutter  
Yuba

Counties that are partially within the contiguous LBAM State regulated area will trap in the portion of the county that is outside the contiguous LBAM regulated area boundaries (includes detection trapping in areas outside of the contiguous regulated area) during the normal detection trapping season. These currently are:

Alameda  
Napa  
Santa Clara

Contra Costa  
Sacramento  
Solano

Marin  
San Benito  
Sonoma

Monterey  
San Joaquin  
Yolo

Counties that are completely within the LBAM regulated area and surrounded by partially infested counties, will not include LBAM trapping in the normal detection trapping season. These currently are:

Revised 02-24-2020

San Francisco

San Mateo

Santa Cruz

Counties where LBAM trapping is not biologically warranted will not include LBAM trapping in the normal detection trapping season. These currently are:

Alpine  
Inyo  
Plumas

Del Norte  
Lassen  
Siskiyou

Humboldt  
Modoc  
Sierra

Imperial  
Mono  
Trinity

**DETECTION TRAP DENSITY: Statewide, outside of a regulated area** - Use up to five traps per square mile piggybacked onto existing trap sites. Existing trap sites would generally be Mediterranean fruit fly (Medfly) or glassy-winged sharpshooter (GWSS) locations. However, other trap sites may be utilized if Medfly or GWSS sites are not available.

**CROPLAND TRAP DENSITY: Federally Regulated County, outside of a regulated area** - Trapping for LBAM must occur on each premises or farm in an LBAM area that ships regulated articles interstate in areas 1.5 miles or more from a LBAM detection site. Trapping for LBAM must occur at a trapping density of one trap per square mile in cropland areas.

**INSPECTION FREQUENCY:**

Detection Trapping – Once every 14 days

Nursery and Cropland Trapping – Once every 30 days.

Delimitation Survey:

All Counties\*

When a confirmed LBAM is trapped outside the regulated area, pheromone baited Jackson traps will be placed uniformly over a four-square mile area with twenty-five traps placed in each of the square miles. A total of 100 traps will be deployed. All traps should be placed within 72 hours and inspected once within the first seven days. Traps should be serviced every 14 days thereafter for a period equal to two generations beyond the date of the last LBAM detection. This period is determined by a temperature-dependent developmental model maintained by the LBAM program personnel in Sacramento.

\* For the counties listed below, all of the above applies with the following exception. If LBAM delimitation traps are deployed for a single adult, the full array of required traps will only be maintained from April 1-Oct 31. The find site must be trapped during the full delimitation period at 14-day servicing intervals. This difference is based on LBAM biology.

Amador  
Mariposa

Calaveras  
Mendocino

El Dorado  
Nevada

Lake  
Tuolumne

**HOSTS:** The moth has a wide-range of unrelated hosts including: apple, pear, peach, apricot, blackberry, raspberry, citrus, persimmon, avocado, oak, willow, walnut, poplar, cottonwood, alder, pine, and eucalyptus.

**SELECTION OF TRAPPING SITES:** Deploy detection and nursery traps onto any existing trapping site. Cropland traps are generally not piggybacked. Piggybacking traps in this manner will allow for rapid deployment, efficient servicing, and reduce program expenses. Ideally, the trap should be placed at least 10 feet from any existing trap. However, piggybacking traps takes priority over the 10-foot separation.

**HANGING THE TRAP:** Assemble the trap by first writing the trap number and date of deployment on both the trap body and the sticky insert. Trap numbers for this pest will include the identifying letters "LB" (in place of "MF", "OF", "ML", etc.). The trap body is then opened; the bottom is pushed upward and firm pressure is applied laterally. THIS

IS IMPORTANT! When pressure is released, the trap bottom will remain flat. The sticky insert is slid into place. It will fit tightly, if properly done. Tear open the septum package and slide the lure onto the insert without touching the lure or the inside of the package with your fingers. Forceps or tweezers may be used for septum placement if necessary. The lure is placed directly onto the center of the sticky insert on its side, use a Medfly lure basket to secure the pheromone septum in windy areas (DO NOT BLOCK THE OPENING OF THE SEPTUM WITH STICKUM!). The trap may be placed in any host tree that fits the following placement criteria – in the upper 1/3 to 1/2 of the tree canopy, and 1/3 to 2/3 the distance from the trunk to the outer edge of the foliage. It is important that neither end of the trap is blocked by foliage. The presence or absence of ripe fruit is not a factor in hanging the trap. Shade is not as critical for this trap as for the fly traps.

**TRAP INSPECTION AND SERVICING:** When inspecting traps, the following steps should be taken:

1. Remove the trap from the tree.
2. Pull out insert and examine entire area of stickum.
3. Remove leaves and debris from stickum as moths could be beneath these objects. Be certain that the sticky surface is not rendered less effective by dust or debris. The stickum must remain optimally sticky to capture moths.
4. If no moths are found, replace insert, date trap, and rebait, if necessary, according to the recommended baiting interval and suggested handling techniques.
5. Change inserts every month or more often as needed. Always change the trap body, insert and lure when relocating the trap. Mark with the new trap number and current date, make sure to note this on the insert as well.
6. Replace lure according to the schedule below. Avoid contamination when handling lures or lure packages. Use forceps if necessary for placement of septum on to insert.
7. Trap bodies eventually lose their shape, become filled with trap servicing data, or otherwise deteriorate. When this occurs, they should be replaced.

**COLLECTION AND SUBMISSION OF SAMPLES:** The entire trap insert, containing the suspect moth, should be collected for supervisory review. Specimens submitted to Sacramento within 24 hours after a supervisor deems it to be necessary. Specimens should be cut from the stick insert and placed in a dry vial for submission. Send the specimen to Sacramento via overnight delivery with a Standard Form 65-020, "Pest and Damage Record" (PDR). Be sure the identification slip and the outside of the package are marked "RUSH". Include the trap number in the "Remarks" section of the PDR Form.

**BAITING INTERVAL:** Change the septum every six weeks or sooner if temperature is above 95 degrees F for a period of time.

**TRAP RELOCATION:** Relocate the trap on the same relocation interval as the trap with which it is piggybacked. If this trap is not being piggy-backed, relocation is not necessary unless host is removed and no other suitable host is available.



COUNTY	<b>COUNTY DEPARTMENT OF AGRICULTURE</b> <b>Light Brown Apple Moth Trapping Invoice</b> State Fiscal Year 2020-2021 Agreement Number: Invoice Month: <b>Piggybacked Detection Trapping</b>
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**A. REMITTANCE ADDRESS**

COUNTY  
 STREET  
 CITY, STATE, ZIP CODE  
 CONTACT PERSON

**B. PERSONNEL**

**DETECTION**

<u>Detection Trapper(s)</u>	<u>TIME FACTOR</u>	TRAPS	SERVICINGS	<u>HOURS</u>
1	0.05			0
2	0.05			0
3	0.05			0
4	0.05			0
5	0.05			0
6	0.05			0
7	0.05			0
8	0.05			0
9	0.05			0
10	0.05			0

<u>Detection Salaries</u>	<u>HOURLY RATE</u> w/o BENEFITS	<u>HOURS</u>	<u>SALARY</u>
1 0		0	\$0.00
2 0		0	\$0.00
3 0		0	\$0.00
4 0		0	\$0.00
5 0		0	\$0.00
6 0		0	\$0.00
7 0		0	\$0.00
8 0		0	\$0.00
9 0		0	\$0.00
10 0		0	\$0.00
		<b>Subtotal:</b>	<b>\$0.00</b>

<u>Detection Staff Benefits</u>	<u>BENEFIT</u> RATE (%)	<u>SALARY</u>	<u>BENEFIT</u> COST
1 0	0.0000%	\$0.00	\$0.00
2 0	0.0000%	\$0.00	\$0.00
3 0	0.0000%	\$0.00	\$0.00
4 0	0.0000%	\$0.00	\$0.00
5 0	0.0000%	\$0.00	\$0.00
6 0	0.0000%	\$0.00	\$0.00
7 0	0.0000%	\$0.00	\$0.00
8 0	0.0000%	\$0.00	\$0.00
9 0	0.0000%	\$0.00	\$0.00
10 0	0.0000%	\$0.00	\$0.00
		<b>Subtotal:</b>	<b>\$0.00</b>

**DETECTION STAFF SUBTOTAL: \$0.00**

**NON-DETECTION**

<u>Non-Detection Staff</u>	<u>HOURS/DAY</u>	<u>TOTAL WORK</u> DAYS	<u>HOURS</u>
1			0
2			0
3			0
4			0
5			0
6			0
7			0
8			0
9			0
10			0

<u>Non-Detection Salaries</u>		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 0			0	\$0.00
2 0			0	\$0.00
3 0			0	\$0.00
4 0			0	\$0.00
5 0			0	\$0.00
6 0			0	\$0.00
7 0			0	\$0.00
8 0			0	\$0.00
9 0			0	\$0.00
10 0			0	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>

<u>Non-Detection Staff Benefits</u>		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 0		0.0000%	\$0.00	\$0.00
2 0		0.0000%	\$0.00	\$0.00
3 0		0.0000%	\$0.00	\$0.00
4 0		0.0000%	\$0.00	\$0.00
5 0		0.0000%	\$0.00	\$0.00
6 0		0.0000%	\$0.00	\$0.00
7 0		0.0000%	\$0.00	\$0.00
8 0		0.0000%	\$0.00	\$0.00
9 0		0.0000%	\$0.00	\$0.00
10 0		0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>

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

	SALARIES	BENEFITS	OVERHEAD COST
0 % Overhead (Not to exceed 25%)	\$0.00	\$0.00	\$0.00

Detection: \$0.00  
 Non-Detection: \$0.00  
 Overhead: \$0.00  
**TOTAL PERSONNEL COST : \$0.00**

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

<u>Description</u>	<u>Cost</u>
a.	\$0.00
b.	\$0.00
c.	\$0.00
d.	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$0.00</b>

**D. VEHICLE OPERATIONS (non-detection related)**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	\$0.575	\$0.00

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

**State Fiscal Year 2020-2021 LBAM Trapping Invoice Total Cost\*\*:** **\$0.00**

**\*\*Any variances are due to rounding to the whole dollar.**

COMMENTS:



KINGS	<b>COUNTY DEPARTMENT OF AGRICULTURE</b> <b>Light Brown Apple Moth Work Plan</b> <b>State Fiscal Year 2020-2021</b> <b>(July 1, 2020 to June 30, 2021)</b> <b>Piggybacked Detection Trapping</b>
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Rev. March 2020

**A. CONTACT INFORMATION**

KINGS  
 680 N. CAMPUS DRIVE SUITE B  
 HANFORD, CA 93230  
 LYNDA SCHRUMPF

**B. PERSONNEL**

**DETECTION**

<u>Detection Trapper(s)</u>	<u>TIME FACTOR</u>	<u>TRAPS</u>	<u>SERVICINGS</u>	<u>HOURS</u>
1 Ag & Stds Aide	0.05	214	11	118
2 Ag & Stds Inspector	0.05	214	2	21
3	0.05			0
4	0.05			0
5	0.05			0
6	0.05			0
7	0.05			0
8	0.05			0
9	0.05			0
10	0.05			0

<u>Detection Salaries</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1 Ag & Stds Aide	\$20.38	118	\$2,405.00
2 Ag & Stds Inspector	\$34.20	21	\$718.00
3 0		0	\$0.00
4 0		0	\$0.00
5 0		0	\$0.00
6 0		0	\$0.00
7 0		0	\$0.00
8 0		0	\$0.00
9 0		0	\$0.00
10 0		0	\$0.00
<b>Subtotal:</b>			<b>\$3,123.00</b>

<u>Detection Staff Benefits</u>	<u>BENEFIT</u> <u>RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT</u> <u>COST</u>
1 Ag & Stds Aide	40.0000%	\$2,405.00	\$962.00
2 Ag & Stds Inspector	40.0000%	\$718.00	\$287.00
3 0	0.0000%	\$0.00	\$0.00
4 0	0.0000%	\$0.00	\$0.00
5 0	0.0000%	\$0.00	\$0.00
6 0	0.0000%	\$0.00	\$0.00
7 0	0.0000%	\$0.00	\$0.00
8 0	0.0000%	\$0.00	\$0.00
9 0	0.0000%	\$0.00	\$0.00
10 0	0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>			<b>\$1,249.00</b>

**DETECTION STAFF SUBTOTAL: \$4,372.00**

**NON-DETECTION**

<u>Non-Detection Staff</u>	<u>HOURS/DAY</u>	<u>TOTAL WORK</u> <u>DAYS</u>	<u>HOURS</u>
1 Ag & Stds Inspector	1.00	6.00	6
2 Deputy Agricultural Commissioner/Sealer	1.00	8.00	8
3 Cerical	1.00	8.00	8
4			0
5			0
6			0
7			0
8			0
9			0
10			0

<u>Non-Detection Salaries</u>	
1	Ag & Stds Inspector
2	Deputy Agricultural Commissioner/Sealer
3	Cercical
4	0
5	0
6	0
7	0
8	0
9	0
10	0

<u>HOURLY RATE</u>		
<u>w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
\$34.20	6	\$205.00
\$43.87	8	\$351.00
\$26.40	8	\$211.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
<b>Subtotal:</b>		<b>\$767.00</b>

<u>Non-Detection Staff Benefits</u>	
1	Ag & Stds Inspector
2	Deputy Agricultural Commissioner/Sealer
3	Cercical
4	0
5	0
6	0
7	0
8	0
9	0
10	0

<u>BENEFIT RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
40.0000%	\$205.00	\$82.00
40.0000%	\$351.00	\$140.00
40.0000%	\$211.00	\$84.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>		<b>\$306.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$1,073.00**

25 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST</u>
\$3,890.00	\$1,555.00	\$1,361.00
	<b>Detection:</b>	\$4,372.00
	<b>Non-Detection:</b>	\$1,073.00
	<b>Overhead:</b>	\$1,361.00
<b>TOTAL PERSONNEL COST :</b>		<b>\$6,806.00</b>

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

<u>Description</u>	<u>Cost</u>
a. Trapping Supplies	\$100.00
b. Office Supplies	\$100.00
c. Technology Supplies	\$124.00
d.	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$324.00</b>

**D. VEHICLE OPERATIONS (non-detection related)**

<u>COUNTY VEHICLES</u>	<u>NO. OF USAGE MONTHS</u>	<u>MILEAGE PER MONTH</u>	<u>COST PER MILE*</u>	<u>COST</u>
0	0	0	\$0.575	\$0.00

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

**State Fiscal Year 2020-2021 LBAM Piggybacked Trapping Total Cost\*\*:** \$7,130.00

\*\*Any variances are due to rounding to the whole dollar.

**COMMENTS:**





# 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 28, 2020

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/UnChong Parry  
**SUBJECT:** AGREEMENT WITH SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS, FOR COLLABORATIVE JUSTICE TREATMENT COURT  
**SUMMARY:**

**Overview:**

Behavioral Health is seeking to enter into an Agreement with the Superior Court of California, County of Kings, for Collaborative Justice Treatment Courts.

**Recommendation:**

**Approve the Agreement with Superior Court of California, County of Kings, for the Collaborative Justice Treatment Court from July 1, 2020 through June 30, 2021.**

**Fiscal Impact:**

There will be no additional cost to the County General Fund. This is a one-year agreement beginning July 1, 2020 through June 30, 2021 are estimated to cost \$144,951 funded by Mental Health Services Act funds. Revenues and expenditures are found in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 422200 titled Mental Health Services Act.

**BACKGROUND:**

The Behavioral Health Department collaborates with the Superior Court of California, County of Kings (Superior Court), District Attorney, Probation Department, Sheriff's Department, Public Guardian, and Kings View for the administration of Kings County's Collaborative Justice Treatment Courts (CJTC). The CJTC Program is specifically designed for Kings County defendants/offenders who have a primary diagnosis of substance use, mental health or co-occurring disorders. CJTC uses a drug-court model with an integrated trauma-informed approach that provides participants access to a continuum of substance use and mental health treatment as an alternative to incarceration.

(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**

### **AGREEMENT WITH SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS, FOR COLLABORATIVE JUSTICE TREATMENT COURT**

**July 28, 2020**

**Page 2 of 2**

Kings County currently has four CJTC courts, which include Behavioral Health, Drug, Mental Health, and Veterans Court. Each court sector previously mentioned works collaboratively with providers in the community, and provide services to the Kings County defendant/offenders that qualify for the program. CJTC strives to reduce recidivism of individuals who experience mental illness and/or substance use disorders through a cost effective continuum of care.

The goals of CJTC include:

- Reduce recidivism and other crimes related to substance use and mental illness;
- Reduce substance use and promote recovery amongst program participants through the provision of evidence-based, trauma-informed therapeutic treatment services;
- Enhance collaboration and systems integration through problem solving with partnering agencies by increasing collaboration, coordinated responses, interdisciplinary treatment, to address the complex treatment needs of offenders with co- occurring mental health and substance abuse disorders;
- Improve participants' family life and overall quality of life through the provision of evidence-based, trauma-informed therapeutic treatment services.

This agreement with the Superior Court delineates their roles and responsibilities related to implementation of CJTC. The Superior Courts' role includes establishment of the program participants, providing staff for the specialized court, facilitation of weekly pre-treatment meetings prior to scheduled courtroom hearings, participating in planning and collaboration with Behavioral Health related to CJTC, and providing data for program outcome evaluation.

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

**COUNTY OF KINGS**

**AGREEMENT**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS**

This Agreement (hereinafter “Agreement”) is made and entered into this day of July 1, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”), and the Superior Court of California, County of Kings (hereinafter “Court”).

**WHEREAS**, the County, through its Behavioral Health Department, wishes to ensure the provision of services to individuals participating in the Kings County Veterans Court, the Kings County Behavioral Health Court, Kings County Co-Occurring Court and the Kings County Drug Court collectively known as the Collaborative Justice Treatment Court (hereinafter “CJTC”); and

**WHEREAS**, the Court wishes to facilitate the participation of individuals and agencies in the CJTC; and

**WHEREAS**, both parties desire to coordinate their efforts regarding the CJTC.

**NOW, THEREFORE**, the Parties agree as follows:

- 1. Scope of Services:** The Parties shall perform the services as set forth in Exhibit A, incorporated herein by reference as though fully set forth.
- 2. Compensation:** The County shall pay the Court on a quarterly basis no later than fifteen (15) business days following receipt of a written quarterly invoice. The County will draw a warrant in favor of the Court in the amount of the invoice for expenditures incurred as outlined in the Court’s Budget (Exhibit B). The Court shall not be reimbursed for the services beyond pursuant to the Scope of Work (Exhibit A).
- 3. Term:** This Agreement shall commence on July 1, 2020, and remain in full force and effect for twelve (12) months.
- 4. Modification and Termination:** This Agreement may be modified only by a written amendment signed by the parties. This Agreement may be terminated by the County or the Court, at any time, without cause, upon 180 days written notice to the other party prior to the end of the fiscal year.
- 5. Insurance:** Each Party is responsible for obtaining the necessary insurance through an insurer or a shared risk insurance pool.

**6. Indemnification:** Each Party shall indemnify, defend and hold harmless the other party, its Board members, officers, judicial officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, reasonable attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of its negligent performance of this Agreement or willful misconduct, whether in tort, contract or otherwise. This indemnification obligation shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**7. Compliance with Law:** Each party shall comply with all federal, state and local laws and regulations applicable to its performance, including all confidentiality laws.

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

**County:**

Kings County Behavioral Health  
460 Kings County Dr. Suite 101  
Hanford, California 93230

**Court:**

Superior Court of Kings County  
1640 Kings County Dr.  
Hanford, California 93230

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

**9. Entire Agreement:** This Agreement, including exhibits as referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the County or the Court other than those contained herein.

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

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

**SIGNATURES ON FOLLOWING PAGE**



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

COUNTY OF KINGS

Superior Court of the State of California,  
County of Kings

By: \_\_\_\_\_  
Doug Verboon, Chair  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Michelle S. Martinez,  
Court Executive Officer

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: \_\_\_\_\_  
Sande Huddleston, Risk Manager

APPROVED AS TO FORM  
Lee Burdick, County Counsel

By: \_\_\_\_\_  
Cindy Crose Kliever, Deputy County Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

July 1, 2020 - June 30, 2021

The Court shall provide services in furtherance of the CJTC Program Goals and Objectives.

#### **A. Program Goals and Objectives**

The CJTC Program is specifically designed for Kings County defendants/offenders who have a primary diagnosis of substance use, mental health or co-occurring disorders. CJTC uses a drug-court model with an integrated trauma-informed approach that provides participants access to a continuum of substance use and mental health treatment as an alternative to incarceration. CJTC Program goals and objectives include:

- a. Goal 1:** Reduce recidivism and other crimes related to substance abuse (e.g. public nuisance, living on the street, domestic violence, etc.) of Kings County offenders with substance abuse and co-occurring mental health and substance abuse disorders.
  - i.** Objective 1: Enhance a collaborative, problem-solving drug court that utilizes a multidisciplinary approach to meeting the complex treatment needs of the target population.
  - ii.** Objective 2: Engage the target population in a non-adversarial and trauma-informed judicial process to oversee court-ordered substance abuse and co-occurring treatment.
  - iii.** Objective 3: Identify and enroll target population early into the drug-court program.
  - iv.** Objective 4: Decrease criminal justice involvement of program participants.
  
- b. Goal 2:** Reduce substance use and abuse and promote recovery among program participants through the provision of evidence-based, trauma-informed, therapeutic treatment services.
  - i.** Objective 1: Increase abstinence or a reduction in substance abuse through the provision of evidence-based, trauma-informed substance abuse outpatient and intensive outpatient treatment.
  - ii.** Objective 2: Provide education and case management that supports offenders to develop an understanding of the connection between their substance use and trauma history on the behavioral choices they make that contribute to their criminogenic risk.
  - iii.** Objective 3: Increase self-sufficiency of program participants through the provision of recovery support services before, during,

and after criminal justice involvement (e.g. employment rates, housing stability, individual and family functioning, social connectedness, etc.).

- iv. Objective 4: Decrease the impact of co-occurring mental health and substance abuse disorders on program participants through the provision of coordinated substance abuse and mental health treatment services.
- c. **Goal 3:** Enhance collaboration and systems integration through problem-solving across departments and other program partners.
  - i. Objective 1: Increase collaborative and coordinated responses to the complex treatment needs of offenders with substance abuse or co-occurring mental health and substance abuse disorders.
  - ii. Objective 2: Increase interdisciplinary treatment team collaborative treatment plan revisions as participants progress through the drug court interventions.
- d. **Goal 4:** Improve participants' family functioning outcomes through the provision of evidence-based, trauma-informed, therapeutic treatment services.
  - i. Objective 1: Increase participants' family functioning outcomes as participants' progress through the drug court interventions.
  - ii. Objective 2: Increase children of participants' health and educational outcomes as their parents receive drug court interventions

## **B. Description of Services**

The Court shall:

- a. Establish a specialized court docket for CJTC including Behavioral Health Court, Co-Occurring Court, Drug Court and Veterans Court.
- b. Schedule, staff and facilitate weekly courtroom hearings for each specialized CJTC Court.
- c. Facilitate weekly pre-treatment meetings prior to the scheduled courtroom hearings.
- d. Allocate the necessary court staff and implement a system that supports effective calendar management for CJTC.
- e. Work with KCBH in order to develop and continually strengthen a system to track and establish baseline data for future funding, on-going needs, and the outcomes of cases.

- f.** Engage in all CJTC strategic planning with Kings County Behavioral Health (KCBH) and other partnering organizations to ensure sustainability for CJTC.
- g.** Designate staff to provide ongoing consultation with KCBH staff to ensure accurate scheduling.
- h.** Participate in the development of operational standards and policies for CJTC in conjunction with other participating agencies.

**EXHIBIT B**

**Budget**

**July 1, 2020-June 30, 2021**

<b>Collaborative Courts - Substance Abuse - Kings County Superior Court Budget Eff 7/1/20</b>				
<b>Position</b>	<b>% of FTE</b>		<b>Hrly Rate Salary &amp; Benefits</b>	<b>Annual</b>
Clerk/Court II	10%		35.24	7,331
Clerk/Court I	10%		27.64	5,749
Clerk/Calendar	10%		35.09	7,298
Processing Clerk CSC I	10%		31.83	6,621
Courtroom Services Manager	10%		47.39	9,857
Court Operations Manager	5%		44.08	4,584
Court Operations Supervisor	5%		39.53	4,111
Interpreter	15%		63.81	19,909
Interpreter/Coord	3%		38.72	2,416
		<b>Total Personnel Costs</b>		<b>67,877</b>
Ct Reporters Per Diem (using FY19-20 average ytd 3qtr)	Actual Costs	<i>Per Diem Effective 7/1/20 Approximately \$308.96</i>		24,717
Court Reporter Transcripts	Using FY19-20 average			5,945
		<b>Total Court Reporter Cost</b>		<b>30,662</b>
Entrance Screening Security		25.00		10,400
Entrance Screening Security		26.50		11,024
		<b>Total Security Costs</b>		<b>21,424</b>
		<b>Total</b>		<b>119,963</b>
<i>FY 18/19 Approved Judicial Council ICRP 20.83% (effective until new rate is calculated for FY 19-20)</i>			<b>20.83%</b>	24,988
<b>Total Budget -</b>				<b>144,951</b>

**Budget Narrative**

**Courtroom Clerk I & II:** Courtroom clerks that oversee the courtroom proceedings in and out of the courtroom. Sets and maintains schedule of court events; attends court sessions and records minutes of court proceedings; prepares, certifies and routes documentation to establish sentencing disposition of defendants; notifies Probation Department of verdicts and dates of sentencing; docket criminal cases; completes Register of Action cards; types a variety of legal documents and records of court

activities; schedules future calendar matters for attorneys; receives, labels, securely stores and routes court exhibits and evidence; sets hearings and accepts filings for courtroom proceedings; administers oaths; orders and/or cancels juries; records jury attendance; impanels juries; prepares record of billing and/or reimbursement claims for juror expenses; prepares, types, files and distributes legal documents and correspondence to reflect judicial decisions; maintains jury instructions; maintains statistics to assist in preparation of Judicial Council reports; sets up and maintains tickler files for court cases taken under submission; reviews and maintains judicial case files; files case documents; researches and responds to inquiries regarding cases and court-related matters; issues and distributes bench warrants; recalls bench warrants at the direction of the Judge or Commissioner; prepares and mails disposition notices of daily court proceedings; orders and maintains inventory of courtroom supplies and legal forms; orders bail reviews and formal sentencing reports; may assist in training new staff; compiles and verifies information to produce master calendar; revises master calendar as changes occur; prepares minutes for use in courtroom; sets court cases for trial; verifies accuracy of daily calendars for Court purposes; and ability to comprehend and analyze legal codes and terminology. (Essential duties may vary from position to position within classifications. Reasonable accommodation will be made when requested and determined by the Court to be appropriate under applicable law.

**Court Service Clerk: Calendar:** Court Clerk responsible for managing the court calendar.

**Court Service Clerk Processing:** Court Clerk responsible for maintaining the court file in the case management system and making sure it is ready for trial. This position issues legal documents for all case types; enters, processes and docket judgments; enters legal documents into Register of Action for court proceedings; reviews legal documents to determine acceptance or rejection; researches and provides information by telephone, in person and in writing; opens appropriate court case files; types a variety of legal documents and notices; certifies legal documents as necessary; accepts and receipts fines, fees, payments and cash bail; processes traffic tickets; enters data and statistics on computer; prepares calendar to process cases through court; prepares preliminary information for court minutes; routes legal documents and copies to appropriate agencies, individuals and County departments; pulls files for courtroom use; checks and balances traffic transaction log; closes cases and files including reporting convictions as appropriate; orders and processes jury lists; photocopies and files documents and correspondence; prepares bank deposits; maintains accounts receivable and/or trust accounts; may process appeals to permit higher court review; may perform courtroom

duties including case docketing; receives cash or bail bonds; receives, opens and distributes mail; receives and file stamps legal and other documents to initiate case processing; orders and maintains supplies; orders court reporters and interpreters; purges and destroys outdated records; files counter arraignments; may notify judicial council of judge disqualifications; may assist in training new staff; may perform courtroom duties as a secondary assignment, and perform all other duties relevant.

**Courtroom Services Manager:** Manager that has oversight of the Courtroom Clerks.

**Court Operations Manager:** Manager that has oversight of Supervisor and Court Services Clerks responsible for file management and file management.

**Court Services Supervisor:** Supervising Clerk that has direct oversight of the Court Service Clerks and reports to the Court Operations Manager. This position Plans, assigns, supervises, coordinates, reviews, and evaluates the work of the Court Services Clerk series; ensures adequate coverage for all legal processing, courtroom, and judicial services activities; Trains staff in legal terminology and procedures, document processing, and division job related duties; reviews work in progress and upon completion; Identify, develop and implement new methods and procedures as needed to facilitate court goals, policies and objectives; Participates in the selection of staff, appraises employee performance; conducts coaching and mentoring on work issues; recommends disciplinary actions of staff to the Deputy Court Administrator; Assists in the development and implementation of procedures and work standards for staff, ensuring that work is performed in a timely and professional manner; Monitors changes in laws, policies, and procedures that impact work; recommends procedural improvements and implements them after approval; assists in communicating procedures to staff; Answers complex and difficult legal or procedural questions related to document processing and courtroom operations; advises attorneys, public agencies, and the general public regarding the status of legal cases and procedural information; applies departmental policy to resolve conflicts with customers; Prepares and maintains statistical and narrative reports related to activity and work of the division; Provides input into development of budget for the division; Establish and maintain cooperative working relationships with Judicial Officers, staff, other agencies and the public; Researches and interprets application of laws and regulations for questions on legal and/or procedural issue; and Performs other related duties as assigned.

**Interpreter:** Court Interpreter (or possibly a contract interpreter if the court employee isn't available) that is available to provide interpreter services during court.

**Interpreter/Coordinator:** Court Interpreter that acts as the coordinator for needed services and schedules the services of an interpreter as needed.

**Court Reporters:** Contract Court Reporters that keep the record during court.

**Entrance Screening:** Contracted security services for screening of the public entering the court buildings. Personnel run the x-ray and metal detectors as well as patrolling and observing all public areas in and out of the building.





# 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 28, 2020

**SUBMITTED BY:** Community Development Agency – Greg Gatzka/Victor Hernandez

**SUBJECT:** DECLARATION OF INTENT AND ACKNOWLEDGMENT OF PENALTY FOR UNLAWFUL CONVEYANCE

### **SUMMARY:**

#### **Overview:**

As one of the requirements for an Agricultural Land Division transfer of title between immediate family members, the applicant is required to sign and record a Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance, Associated with a Revision of Land Conservation Contract pursuant to Article 4, Section 411.A.3.a.(1) of the *Kings County Development Code*. This Declaration states that the Owner(s) and Recipient(s) of the parcels acknowledge all terms and conditions of the Agricultural Land Conservation Contract, which is conveyed with the transfer of title.

#### **Recommendation:**

- a. Approve revision to Land Conservation Contract No. 547 for Agricultural Land Division No. 19-05; and
- b. Approve the Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance, Associated with a Revision of Land Conservation Contract.

#### **Fiscal Impact:**

There will be no impact to the County General Fund as approval of this Declaration does not require funding, and is an acknowledgement that the owners and recipient will be bound by all terms and conditions of Agricultural Land Conservation Contract No. 547.

(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**

### **DECLARATION OF INTENT AND ACKNOWLEDGMENT OF PENALTY FOR UNLAWFUL CONVEYANCE**

**July 28, 2020**

**Page 2 of 2**

#### **BACKGROUND:**

In Lieu Parcel Map (IPM) No. 19-09 for Gary and Jeanette Brazil was approved by the Kings County Advisory Agency on September 20, 2019. Site Plan Review, Agricultural Land Division (SPR-ALD) No. 19-05, was approved by the Kings County Zoning Administrator on September 20, 2019.

The purpose of the division was to divide a 34.17 acre parcel into two (2) parcels (31.67 acres and 2.50 acres) for the purpose of transferring title of Parcel No. 1 (2.50 acres) to an immediate family member who is actively engaging in the farming operation on the subject property.

Requirement No. 7 of SPR-ALD No. 19-05 and Condition No. 7 of IPM 19-09 both require that a Declaration of Intent, pursuant to Article 4, Section 411.A.3.a.1 of the *Kings County Development Code* shall be submitted to the Kings County Community Development Agency and approved by the County for its content prior to recording the Parcel Map.

The Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance, Associated with a Revision of Land Conservation Contract is on file with the Clerk of the Board for viewing.

RECORDING REQUESTED BY:

WHEN RECORDED, RETURN TO THE  
KINGS COUNTY  
COMMUNITY DEVELOPMENT AGENCY  
KINGS COUNTY GOV'T CENTER  
1400 W. LACEY BLVD.  
HANFORD, CA 93230

**DECLARATION OF INTENT AND ACKNOWLEDGMENT  
OF PENALTY FOR UNLAWFUL CONVEYANCE,  
ASSOCIATED WITH A REVISION OF LAND CONSERVATION CONTRACT**

\*\*\*\*\*

**THIS DECLARATION IS HEREBY GIVEN BY "OWNER(S)" AND "RECIPIENT(S)"** acknowledging the terms and conditions of Agricultural Land Division No. 19-05, approved by the County of Kings pursuant to Article 4 Section 411, and Article 23 Section 2308.B. of the Kings County Development Code; and to revise Agricultural Land Conservation Contract No. 547, Agricultural Preserve No. 0000 - 215, by and between:

GARY BRAZIL AND JEANETTE BRAZIL, HUSBAND AND WIFE, AS JOINT TENANTS

and the COUNTY OF KINGS, recorded March 3, 1970, as Instrument No. 3057, in Book 950, Page 374 of the Official Records of Kings County, California, affecting that property shown as PARCEL NO. 1 AND PARCEL NO. 2 of that certain parcel map as recorded in Book \_\_\_\_\_ of Parcel Maps at Page \_\_\_\_\_, Kings County Records, to modify section 2 of said contract to convey 2.5 acres to:

(Name of the Recipient(s))

(Relationship to the Owner(s))

KAITLYN BRASIL

DAUGHTER

The owner(s) and recipient(s) further declare that the expressed and intended purpose is to convey said acreage to the recipient(s), and that the acreage is for the exclusive use of the recipient(s) for their principle residence, to retain the remainder of the property by the owner(s), and no further conveyance is intended without further action that may be required by local ordinance or state law.

**WE ACKNOWLEDGE** that the County of Kings may construe, absent any extenuating circumstances, any subsequent conveyance of the acreage or lot from the recipient(s) or owner(s) to another party, for ten years from the date this declaration was recorded or the parcel is restricted by the Land Conservation Contract No. 547, whichever is the longer time period, as a violation of the terms of the joint management agreement required as part of this division of land, the Agricultural Land Conservation Contract, the Kings County Development Code, Article 23 of the Kings County Development Code, and the Subdivision Map Act. Such a violation could result in the County of Kings imposing a penalty by taking one or more of, but not limited to, the following actions:


1. Rescission of the contract revision which would render the home site illegal and require the conveyance of the home site to the owners.
2. Take 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, which may include penalties for each violation of the Act by a person who is the subdivider or an owner of record at the time of the violation of imprisonment in the county jail not to exceed one year or in state prison, by a fine not to exceed ten thousand dollars (\$10,000), or both that fine and imprisonment.
3. Loss or rescission of entitlement to development or building permit, thereby prohibiting new construction, or improvement to, or replacement of, existing structures.


Extenuating circumstances include the death, divorce, long-term illness, permanent disability, or bankruptcy of one of the parties of the declaration, and may be cause for changes in the intended use of the parcel. Relief from this declaration may be granted through the application and approval of a new site plan review accompanied by documentation of the listed extenuating circumstances.

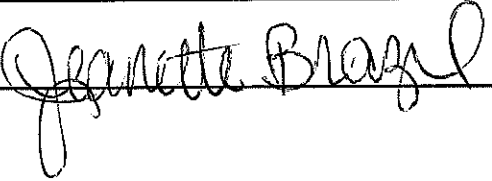
The terms of this declaration shall not apply to this land if it is acquired pursuant to a bona fide involuntary foreclosure by a lender, or similar involuntary process of law, including but not limited to a deed in lieu of foreclosure.

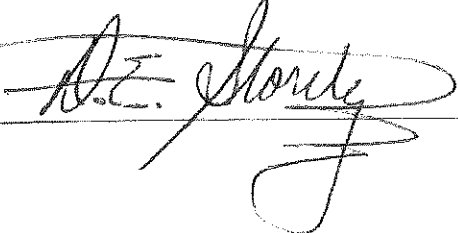
**WE DECLARE** under penalty of perjury that the foregoing statement is true and correct, and that we understand its terms and intent.

Dated this 15<sup>th</sup> day of June, 2020, at Hanford (City), California (State).

Recipient(s)  
KAITLYN BRASIL  


Owner(s)  
GARY BRAZIL  


JEANETTE BRAZIL  


WITNESSED BY: 

**CALIFORNIA PROOF OF EXECUTION BY SUBSCRIBING WITNESS**

**CIVIL CODE § 1195**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ) ss.

County of KINGS )

On 6/18/2020, before me, CYNTHIA J HUDDLESTON, NOTARY PUBLIC,  
Date Name and Title of Officer

personally appeared DOUGLAS E STOKERY, proved to me to be the  
Name of Subscribing Witness

person whose name is subscribed to the within instrument, as a witness thereto, on the oath of

N/A, a credible witness who is known to me and  
Name of Credible Witness

provided a satisfactory identifying document. DOUGLAS E. STOKERY, being by me  
Name of Subscribing Witness

duly sworn, said that he/she was present and saw/heard (1) GARY BRAZIL (.)  
Name of Principal

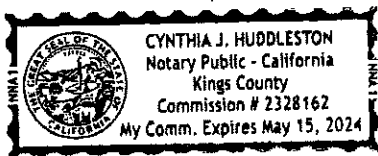
(and (2) JEANETTE BRAZIL (.) the same person(s) described in and whose name(s)  
Name of Principal

is/are subscribed to the within or attached instrument in his/her/their authorized capacity(ies) as  
(a) party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed  
his/her name to the within or attached instrument as a witness at the request of

(1) GARY BRAZIL (.) (and (2) JEANETTE BRAZIL (.)  
Name of Principal Name of Principal

WITNESS my hand and official seal.

Signature Cynthia J. Huddleston  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document REVISION OF LAND  
Title or Type of Document: CONSERVATION CONTRACT Document Date: 6/15/2020  
Number of Pages: 23 Signer(s) Other Than Named Above: KAITLYN BRASIL

**CALIFORNIA PROOF OF EXECUTION BY SUBSCRIBING WITNESS**

**CIVIL CODE § 1195**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ) ss.

County of KINGS )

On 6/18/2020, before me, CYNTHIA J. HUDDLESTON, NOTARY PUBLIC,  
Date Name and Title of Officer

personally appeared DOUGLAS E STOREBY, proved to me to be the  
Name of Subscribing Witness

person whose name is subscribed to the within instrument, as a witness thereto, on the oath of

N/A, a credible witness who is known to me and  
Name of Credible Witness

provided a satisfactory identifying document. DOUGLAS E STOREBY, being by me  
Name of Subscribing Witness

duly sworn, said that he/she was present and saw/heard (1) KAITLYN BRASIL (.)  
Name of Principal

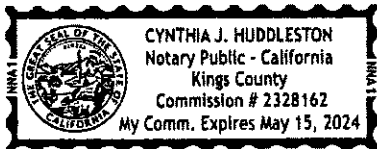
(and (2) N/A.) the same person(s) described in and whose name(s)  
Name of Principal

is/are subscribed to the within or attached instrument in his/her/their authorized capacity(ies) as  
(a) party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed  
his/her name to the within or attached instrument as a witness at the request of

(1) KAITLYN BRASIL (.) (and (2) N/A.)  
Name of Principal Name of Principal

WITNESS my hand and official seal.

Signature Cynthia J. Huddleston  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document REVISION OF LAND  
Title or Type of Document: CONSERVATION CONTRACT Document Date: 6/15/2020  
Number of Pages: 23 Signer(s) Other Than Named Above: GARY BRAZIL, JEANETTE BRAZIL

The **COUNTY OF KINGS** acknowledges and approves the revision of the Land Conservation Contract subject to the conditions stated above:

BY: \_\_\_\_\_  
**Chairman of the Board of Supervisors**

STATE OF CALIFORNIA     }  
  }  
COUNTY OF KINGS        }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me Catherine Venturella, clerk of the Board of Supervisors in and for said County personally appeared \_\_\_\_\_, Chairman of the Board of Supervisors of Kings County, known to me to be the person described in and whose name is subscribed to and who executed the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of said Board the day and year in this certificate first written above.

\_\_\_\_\_  
**Catherine Venturella, Clerk of the Board of Supervisors**

(Attach Notary Acknowledgments for Owner(s) and Recipient(s) signatures)  
h:\ord-gp\z\cur-zo\zo-forms\ald-decw.doc



# 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 28, 2020

**SUBMITTED BY:** Department of Public Health/First 5- Edward Hill/Clarissa Ravelo  
**SUBJECT:** FIRST 5 CHILDREN & FAMILIES COMMISSION AGREEMENT  
EXTENSION FOR FISCAL YEAR 2020-2021

**SUMMARY:**

**Overview:**

The First 5 Children & Families Commission requests that your Board approve the First 5 Agreement extension with Recreation Association of California from July 1, 2020 through June 30, 2021.

**Recommendation:**

**Approve an Extension Agreement with Recreation Association of Corcoran for Family Resource Center Initiative services for Fiscal Year 2020-2021.**

**Fiscal Impact:**

There is no increase to the Net County Cost associated with these agreements. The agreement being presented, in the amount of \$116,000, is contained within the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 432300.

**BACKGROUND:**

In accordance with Proposition 10, codified as California Health and Safety Code section 130140, the Kings County Board of Supervisors adopted an ordinance establishing a county children and families first commission. This commission, which is known as the “First 5 Kings County Children and Families Commission”, serves to administer programs authorized by the “California Children and Families First Act of 1998.”

First 5 California, established through a voter approved initiative in 1998, was created to oversee the expenditure of tobacco tax revenues to support, promote, and optimize early childhood development through

(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**

### **FIRST 5 CHILDREN & FAMILIES COMMISSION AGREEMENT EXTENSION FOR FISCAL YEAR 2020-2021**

**July 28, 2020**

**Page 2 of 2**

coordinated programs that emphasize child health, parent education, child care, and other services and programs for children prenatal through age five.

In 2014, the First 5 Kings County Program started operating as a division under the Kings County Department of Public Health. First 5 Kings County is the county agency established to administer Proposition 10 tobacco tax funds under California Health and Safety Code, section 130105, subdivision d(2)(A).

The Commission approved to extend the current Agreements for one year, at their Commission meeting on February 11, 2020. The Commission voted to recommend the Agreements for approval to your Board at their June 2, 2020 Commission meeting.

The Recreation Association of Corcoran (RAC) currently operates the Corcoran Family Resource Center (FRC), which provides early learning education opportunities to children, and resource connection for families in Corcoran. The RAC manages a fitness facility, childcare and preschool programs, and hosts a variety of programs in the community, including the UCP Parent and Me program. As a central hub in Corcoran, the Corcoran FRC partners with various community providers to provide education on services, and to provide space to provide services on a monthly basis. The early learning education opportunities for children 0-5 concentrate on increasing their physical, social, emotional and educational well-being, through a variety of classes. Corcoran FRC staff assist parents/caregivers of children 0-5, in identifying appropriate services to address their needs, and refer/connect said parents/caregivers to service providers.

A copy of the Agreement is on file with the Clerk of the Board for review. The Agreement has been reviewed and approved as to form by County Counsel.

Agreement No. \_\_\_\_\_

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND  
RECREATION ASSOCIATION OF CORCORAN**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-04-036b (“Amendment I”), is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Kings (“County”) and Recreation Association of Corcoran (“Contractor”) upon the following terms and conditions:

**RECITALS**

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
  - 1) **Attachment A** shall be effective from July 1, 2019 to June 30, 2020.
  - 2) **Attachment A-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment A-1** is attached to the Amendment I and incorporated herein by this reference.
  - 3) **Attachment B** shall be effective from July 1, 2019 to June 30, 2020.

4) **Attachment B-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment B-1** is attached to the Amendment I and incorporated herein by this reference.

5) **Attachment C** shall be effective from July 1, 2019 to June 30, 2020.

6) **Attachment C-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment C-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’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 Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. 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.

3. 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.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

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

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

5. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer  
First 5 Kings County  
330 Campus Drive  
Hanford, California 93230  
Fax: (559) 585-0818

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

7. All other terms and conditions of the Agreement shall remain in full force and effect.


**SIGNATURES ON FOLLOWING PAGE**

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


County

Contractor

By: \_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

By:   
[Steve Brown \(Jun 17, 2020 11:33 PDT\)](#)  
Steve Brown, Executive Director  
Recreation Association of  
Corcoran

REVIWED AND RECOMMENDED  
FOR APPROVAL:

  
[Edward Hill \(Jun 11, 2020 15:47 PDT\)](#)  
Edward Hill  
Kings County Public Health Director and  
First 5 Executive Director


ATTEST:

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

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By:   
\_\_\_\_\_  
Cindy Crose Kliever, Deputy County Counsel

APPROVED:

By:   
[Sande Huddleston \(Jul 8, 2020 16:04 PDT\)](#)  
\_\_\_\_\_  
Sande Huddleston, Risk Manager

Attachments:

- Attachment A-1: Individuals Handling Funds
- Attachment B-1: Scope of Work
- Attachment C-1: Project Budget

ATTACHMENT A-1  
**INDIVIDUALS HANDLING FUNDS**

The person having day-to-day responsibility for the project.

Name: Ana Collins  
Title: FRC Coordinator  
Address: P.O. Box 176, Corcoran CA 93212  
Telephone Number: (559) 992-5880  
Fax: (559) 992-5799  
Email: [ana@raccorcoran.org](mailto:ana@raccorcoran.org)

The person to whom the person listed in #1 is accountable.

Name: Steve Brown  
Title: Executive Director/ FRC Director  
Address: P. O. Box 176, Corcoran CA 93212  
Telephone Number: (559)992-5171  
Fax: (559)992-5173  
Email: [steve@cracorcoran.org](mailto:steve@cracorcoran.org)

The Chief Executive of the implementing agency.

Name: Steve Brown  
Title: Executive Director/FRC Director  
Address: P.O. Box 176, Corcoran CA 93212  
Telephone Number: (559)992-5171  
Fax: (559)992-5173  
Email: [steve@cracorcoran.org](mailto:steve@cracorcoran.org)

The Financial Officer for the project.

Name: Jeniffer Gonsalves  
Title: Thurman & Thurman CPA—Accountant  
Address: 1220 Jepsen Avenue, Corcoran CA 93212  
Telephone Number: (559)992-4118  
Fax: (559)992-4110  
Email: [tandt@novastormsystems.com](mailto:tandt@novastormsystems.com)

The Project Director of the project.

Name: Ana Collins  
Title: FRC Coordinator  
Address: P.O. Box 176, Corcoran CA 93212  
Telephone Number: (559) 992-5880  
Fax: (559) 992-5799  
Email: [ana@raccorcoran.org](mailto:ana@raccorcoran.org)

The Chair of the Governing Body of the implementing agency.

Name: Jim Razor  
Title: RAC Board President  
Address: 1620 Whitley Ave Corcoran, CA 93212  
Telephone Number: (559) 992-5011 est. 4208  
Fax:  
Email: [jrazpr@jgboswell.com](mailto:jrazpr@jgboswell.com)

ATTACHMENT B-1

**SCOPE OF WORK**

**PROVIDER NAME:** Corcoran Family Resource Center

**PAGE:** 1 of 3

**DIRECT SERVICES - EARLY CHILDHOOD EDUCATION SERVICES**

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services provided	Number to be served	Number of times coordinated	
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.	The FRC Staff will provide <b>Tummy Play Time</b> classes for children 0-6 months of age and their parents.	15	45	15	45	FRC Coordinator
			The FRC Staff will provide early childhood activities ( <b>Time 2 Finger Paint</b> ) and literacy skills to children 6 months old to 24 months old.	35	200	20	180	FRC Coordinator
			The FRC Staff will provide child development instruction to children age 0-5 in tandem with Parent Education Workshop	20	20	15	15	FRC Coordinator
			The FRC Staff will provide <b>Little Chef's Kitchen</b> cooking healthy snack classes for children 2 to 5 years of age.	40	130	30	90	FRC Coordinator
			The FRC Staff will provide early childhood activities ( <b>Let's Get Creative</b> ) and literacy skills to children 2 to 5 years old.	30	20	-----	-----	FRC Coordinator
			The FRC Staff will provide <b>Let's Move &amp; Play</b> dance classes for children 2 to 5 years old.	70	275	----	-----	FRC Coordinator
			The FRC Staff will provide Pottery & Painting ( <b>Time 4 Art</b> ) classes to children 3 to 5 years old.	70	275	-----	-----	FRC Coordinator
			The FRC Staff will provide ( <b>Dramatic Play</b> ) classes to children 2 to 5 years old.	40	130	-----	-----	FRC Coordinator

**PROVIDER NAME:** Corcoran Family Resource Center

**PAGE:** 2 of 3

**DIRECT SERVICES - RESOURCE & REFERRAL SERVICES**

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
Systems Integration & Alignment	A cohesive system of services for children and families will exist.	Early childhood education and health-related supports will be established to reflect desires of the community and needs of the families		Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
			The FRC will provide referral information to parents/caregivers of/and children 0-5.	60	70	110	120	FRC Coordinator
			The FRC will provide resource assistance to parents/caregivers of/and children 0-5.	100	160	200	250	FRC Coordinator



**PROVIDER NAME: Corcoran Family Resource Center**

**PAGE: 3 of 3**

**COORDINATED SERVICES**

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of times coordinated	Number to be served	Number of times coordinated	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.		40	170	-----	-----	FRC Coordinator
			Coordinate with UCP to provide Parent & Me to children 0-5.	-----	-----	10	30	FRC Coordinator
			Coordinate with Kings View to provide counseling services to parents of children 0-5.	-----	-----	20	3	FRC Coordinator
			Coordinate with local provider to provide community Baby Shower for expectant mothers.	-----	-----	20	3	FRC Coordinator
			Coordinate with local provide to provide car seat installation and education services to parents of children 0-5	-----	-----	20	5	FRC Coordinator
			Coordinate with local provider to provide Parent Education Workshops to parents of children 0-5	20	3	25	3	FRC Coordinator
			Coordinate with local agencies to provide Health and Nutrition Awareness trainings and workshops to children 0-5 and their parents.	-----	-----	80	10	FRC Coordinator
			Coordinate with Community Food Bank to provide fresh fruits and vegetables to parents of children 0-5 years old.					

ATTACHMENT C-1  
PROJECT BUDGET

Project Name: Corcoran Family Resource Center		Contract Term: 7/1/2020-6/30/2021		
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
<b>A. Personnel Costs</b>				
<u>Program Coordinator</u> (100 % FTE) \$1,633.60x 26 pay periods Coordinates daily management of FRC	\$42,473.60	\$0	\$0	\$42,473.60
<u>Child Enrichment Teacher</u> (100 % FTE) \$812 X 26 pay periods Provides direct daily services & data	\$21,112	\$0	\$0	\$21,112
<u>Salaries &amp; Benefits</u> 21% of salary costs	\$15,757	\$0	\$0	\$15,757
<b>TOTAL Personnel Costs</b>	<b>\$79,342.60</b>	<b>\$0</b>	<b>\$0</b>	<b>\$79,342.60</b>
<b>B. Operational Costs</b>				
<u>Rent &amp; Utilities</u> (\$333 per month x 12 months) including, Gas, Elec. etc.	\$3,996	\$15,849	\$0	\$19,845
<u>Office Supplies &amp; Materials</u> (\$416.66 x 12 months( pens, paper etc.)	\$2,500	\$0	\$1,500	\$4,000
<u>Telephone &amp; Communication</u> (\$351.83 x 12 months)Landline, cell phone and internet	\$3,500	\$0	\$722	\$4,222
<u>Postage/Mailing</u> (\$41.66x 12 months)Stamps & Bulk mail	\$450	\$0	\$50	\$500
<u>Printing/Copying</u> (\$311.33 x 12 months)Daily use, calendars, brochures	\$2,900	\$0	\$836	\$3,736
<u>Other (list all)</u> (\$125 per quarter(4 x's) grant term)Daily maintenance and facility repair	\$500	\$0	\$0	\$500
<b>TOTAL Operational Costs</b>	<b>\$13,846</b>	<b>\$15,849</b>	<b>\$3,108</b>	<b>\$32,803</b>

**LINE ITEM PROJECT BUDGET**

BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
<b>C. Program Costs</b>				
<u>Travel</u> (393.08 monthly mileage estimates x .53 per mile X 12 months)to provide community outreach and attend project-related meetings	\$1,500	\$0	\$1,000	\$2,500
<u>Program Materials &amp; Supplies</u> (\$847.53 per month x 12 months) Enrichment program and incentive supplies, consumables, incentive closet, etc.	\$7,170.40	\$0	\$3,000	\$10,170.40
<u>Other (list all)</u> <i>Training/Conference \$1,000</i> <i>Advertising/Publicity \$1,672 (additional cost will be covered by RCA)</i>	\$2,672	\$0	\$1,000	\$3,672
<b>TOTAL Program Costs</b>	<b>\$11,342.40</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$16,342.40</b>
<b>D. Capital Expenditures</b>				
<u>List all Projects</u> Estimated Costs of completion	\$0	\$0	\$0	\$0
<u>List all Projects</u> Estimated Costs of completion	\$0	\$0	\$0	\$0
<b>TOTAL Capital Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>E. Indirect Costs</b>				
<u>Indirect Costs</u> 9.8% of indirect cost rate	\$11,469	\$0	\$0	\$11,469
<b>TOTAL Capital Costs</b>	<b>\$11,469</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,469</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$116,000</b>	<b>\$15,849</b>	<b>\$8,108</b>	<b>\$139,957</b>



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
06/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pacific Ag Insurance- Hanford 1715 N. 11th Avenue Hanford, CA 93230 Don Heskett 559-584-3391	<b>CONTACT NAME:</b> Petra Romero <b>PHONE (A/C, No, Ext):</b> 559-584-3391 <b>E-MAIL ADDRESS:</b> petrar@pacificaginsurance.com	<b>FAX (A/C, No):</b> 559-584-6262													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Ins Comp.</td> <td></td> </tr> <tr> <td>INSURER B : Berkshire Hathaway Homestate</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Ins Comp.		INSURER B : Berkshire Hathaway Homestate		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Recreation Association of Corcoran, Inc. 900 Dairy Ave Corcoran, CA 93212															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

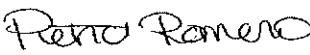
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	PHPK2102664	02/28/2020	02/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2102664	02/28/2020	02/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB712935	02/28/2020	02/28/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	REWC122875	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> PROF LIABILITY			PHPK2102664	02/28/2020	02/28/2021	Incident \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**County of Kings is Additional Insured with Respects to General Liability as per form attached PI-GLD-HS. Waiver of Subrogation Applies to Workers Compensation**

**THIS SUPERCEDES CERTIFICATE ISSUED 6/23/2020**

**CERTIFICATE HOLDER**                      **CANCELLATION**

County of Kings 1400 W Lacey Blvd Hanford, CA 93230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.



**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
  1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
  1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

- (a) While in your service or for 30 days after termination of service;
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

- (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
- (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

- (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
  
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.





# 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 28, 2020

**SUBMITTED BY:** Department of Public Health – Edward Hill/Nancy Gerking  
**SUBJECT:** FISCAL YEAR 2020-2021 PROFESSIONAL SERVICES CONTRACTS FOR THE DEPARTMENT OF PUBLIC HEALTH

**SUMMARY:**

**Overview:**

The Kings County Health Department is renewing routine agreements with several providers for professional medical services for Fiscal Year (FY) 2020-2021.

**Recommendation:**

- a. Approve an Agreement retroactively with Hanumandla Reddy, Cardiologist, to continue providing electrocardiogram review and interpretation services from July 1, 2020 to June 30, 2021; and
- b. Approve an Agreement retroactively with Beverly Radiology Medical Group doing business as Hanford Advanced Imaging Center to continue providing x-ray services from July 1, 2020 to June 30, 2021.

**Fiscal Impact:**

There is no impact to the General Fund. The agreements and their associated amounts are included in the FY 2020-2021 Proposed Budget, and are listed as follows:

- 1) For Dr. Hanumandla Reddy, the total cost of this service is estimated to be \$150 annually, and will be paid by Health Realignment funds under the budget unit 411300. The County will be billed \$15 per EKG interpretation and written EKG report.

(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**

### **FISCAL YEAR 2020-2021 PROFESSIONAL SERVICES CONTRACTS FOR THE DEPARTMENT OF PUBLIC HEALTH**

**July 28, 2020**

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- 2) For Hanford Advanced Imaging Center's services, the Health Department will be billed \$35 per chest x-ray and interpretation for an estimated annual amount of \$1,500, which will be paid by Health Realignment funds under budget unit 415000. The Health Department performs pre-employment physicals, which will be billed \$56 per spine x-ray and interpretation for an estimated annual amount of \$1,500, which will be paid by Health Realignment funds under budget unit 411000. The Health Department will be billed \$39 per thoracic spine x-ray and interpretation for an estimated annual amount of \$500, which will be paid by Health Realignment funds under budget unit 411000.

#### **BACKGROUND:**

The Department of Public Health currently contracts with Hanumandla Reddy, M.D., and Hanford Imaging Center, who provide specific services for the County.

The Intervention and Prevention unit performs EKGs for pre-employment screenings, and the Department's Family Nurse Practitioner (FNP) is qualified to read all EKGs. The pre-employment screenings include EKGs to quickly identify common cardiogenic anomalies. All EKGs that the FNP reviews, which are abnormal or questionable, will require a cardiologist's interpretation and subsequent written report to the Health Department. Dr. Reddy performs this service for the Department, as it does not have a Cardiologist on staff.

The Department's Intervention and Prevention Unit performs pre-employment examinations to ensure that new hires are fit for the job they are hired to perform, and tuberculosis screenings to rule out active tuberculosis disease in patients. Both of these requires a Radiologist to perform x-rays of the spine and chest, and provide a written report of each x-ray interpretation to the County. Hanford Advanced Imaging Center has provided this service to the Health Department since August 2017, and the Health Department is requesting to continue contracting with them.

These agreements have been reviewed and approved as to form by County Counsel.

**COUNTY OF KINGS**  
**AGREEMENT**  
**FOR PHYSICIAN SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, between the County of Kings, a political subdivision (“County”) in the State of California and Hanumandla Raj Reddy, M.D., (“Physician”), an individual.

**WHEREAS**, Physician is licensed to practice medicine and cardiology in the State of California, and desires to render professional services for County’s Health Department; and

**WHEREAS**, County desires to engage the services of Physician to perform such services.

**NOW THEREFORE**, the parties agree as set forth below.

1. Scope of Work.

Physician shall provide cardiology services, interpreting Electrocardiograms (EKG), as may be required by the County Health Department. These services shall be performed at the Physician’s private office. Physician shall perform to a standard of care normally exercised by cardiologists engaged in performing comparable work in the State of California. Physician shall cooperate and abide by the County’s registrant grievance process.

County will coordinate with Physician to deliver the EKG test to the Physician’s office. The Physician shall interpret these EKG tests and, within 48 hours, provide a written report of each EKG interpretation to County (“Professional Services”). The EKG and report will be picked up by County Health Department staff. Physician shall be available on an as needed basis and shall give at least two weeks notice prior to being unavailable for any extended period of time, such as vacation or attending a conference.

2. Licenses and Permits.

Physician shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings and all other appropriate governmental agencies, including any certification and

credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

3. Term.

This Agreement shall commence on July 1, 2020, and end on June 30, 2021. However, this Agreement may be extended by mutual agreement of the Physician and the County.

4. Compensation.

Physician shall be compensated for services performed under this Agreement at the rate of \$15.00 per EKG interpretation and submission of written report of EKG. Physician shall not be reimbursed for any out of pocket expenses nor reimbursed for travel expenses.

5. Billing.

Physician shall bill County by the tenth working day of each month for services rendered during the preceding month. All invoices shall be in such form and detail as may be required by County. Physician shall submit invoices to the County's Health Department. Invoices shall be processed and paid under normal County procedures.

6. Assignment and Subcontract.

Physician shall not assign, transfer or subcontract this Agreement or any portion thereof. Services under this Agreement are deemed to be personal services. Physician shall not subcontract any work under this Agreement without the prior written consent of County.

7. Independent Contractor.

In the performance of the Professional Services, Physician shall be, and is an independent contractor and is not an agent or employee of County. Physician has and shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, if any, and full control over the employment, direction, compensation and discharge of said officers, employees and agents. Physician shall be solely responsible for all matters relating to the payment of its

employees, including compliance with social security, workers compensation, unemployment insurance, and income tax withholding, and all laws and regulations governing such matters. Physician shall be responsible for the close supervision of its employees or agents performing under this Agreement; County shall not be responsible for such supervision.

8. Indemnification.

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

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

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

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

9. Insurance.

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

1. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

2. Professional Liability. \$1,000,000 limit per occurrence and \$3,000,000 annual aggregate limit covering Physician's wrongful acts, errors and omissions.

B. Insurance Conditions.

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

2. 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 Physician to furnish insurance during the term of this Agreement.

10. Notice.

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

COUNTY:  
County of Kings  
330 Campus Drive  
Hanford, California 93230  
Telephone: (559) 852-2619

PHYSICIAN:  
Hanumandla Raj Reddy, M.D.  
1114 West 6<sup>th</sup> Street, Suite 106  
Hanford, California 93230  
Telephone: (559) 582-0398

11. Termination of Agreement.

The County may, by written notice to Physician, terminate the whole or any part of this Agreement immediately if Physician fails to perform Professional Services called for under the terms of this Agreement. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

12. Records.

Physician agrees to make available upon reasonable notice to County and the State of California, or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at the Physician's place of business, or other mutually agreeable location in California. Physician agrees to organize and maintain in accordance with generally accepted accounting practices any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement for three (3) years following the termination of this Agreement.

13. Non-Discrimination.

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

14. Conflict of Interest.

Physician shall comply with all state and local conflict of interest laws and

regulations. Physician shall not have nor acquire any adverse interest to this Agreement prior to or during its term.

15. Compliance with the Law.

Physician shall comply with all federal, state and local laws and regulations applicable with respect to his or her performance under the Agreement, including but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment, including nondiscrimination, and confidentiality.

16. Choice of Law.

The parties have executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Physician 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.

17. Severability.

If any part of Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

18. Modification or Amendment.

This Agreement shall only be modified or amended except through a written document and signed by Physician and County.

19. Integration.

This Agreement, including the recitals, represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral.

20. Confidentiality.

Physician is a licensed health care professional or a provider of health care under the California Confidentiality of Medical Information Act (Civil Code section 56 *et seq.*)



and understands that information disclosed to Physician related to individual clients or patients is confidential. Physician shall hold all confidential information in trust and confidence and Physician shall not disclose such information to any unauthorized persons. Upon cancellation for any reason or expiration of this Agreement, Physician shall return to County all written or descriptive matter, which contains any such confidential information.

A. Physician is a Covered Entity subject to the Standards of Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164. Physician shall comply with the provisions of HIPAA for the protection of protected health information.

B. Physician shall comply with any and all federal and state laws, rules and regulations not previously mentioned governing confidential health care information of individual clients or patients.

C. Physician shall defend and hold the County harmless from damages caused or alleged to be caused by Physician's violations of laws, rules and regulations on confidentiality.

21. Use of County Property.

Physician shall not use County premises, property (including equipment, instruments and supplies), or personnel.

22. Health and Safety Standards.

Physician shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

23. No Third Party Beneficiaries.

County and Physician 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.

24. Incorporation.

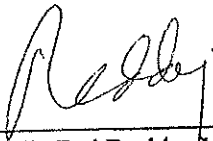
The Recitals to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

COUNTY OF KINGSPHYSICIAN

PHYSICIAN

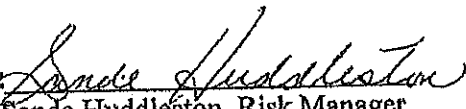
By: \_\_\_\_\_  
• Doug Verboon, Chairman  
Kings County Board of Supervisors

By:   
Hanumandla Raj Reddy, M.D. •

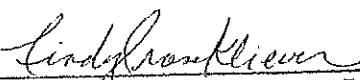
ATTEST:  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Catherine Venturella

APPROVED AND ENDORSED:

By:   
Sande Huddleston, Risk Manager

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By:   
Cindy Crose Kliever, Deputy County Counsel

**AGREEMENT BETWEEN THE COUNTY OF KINGS  
AND BEVERLY RADIOLOGY MEDICAL GROUP  
doing business as HANFORD ADVANCED IMAGING CENTER  
FOR HEALTH RELATED SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, between the County of Kings, a political subdivision (hereinafter "County") in the State of California and Beverly Radiology Medical Group doing business as Hanford Advanced Imaging Center, a RadNet Imaging Center, (hereinafter "Contractor"), with respect to the following recitals:

**WHEREAS**, the Contractor is licensed to perform high quality radiology services, and desires to render professional services for the County's Health Department; and

**WHEREAS**, County desires to engage the services of the Contractor to perform such services.

**NOW THEREFORE**, the parties agree as set forth below.

1. Scope of Work.

Contractor shall provide radiology services as may be required by the County Health Department, which will include performing and interpreting x-ray images. These services shall be performed at Hanford Advanced Imaging Center. Contractor shall perform to a standard of care normally exercised by radiologists engaged in performing comparable work in the State of California. Contractor shall cooperate and abide by the County's registrant grievance process.

County will refer patients to Contractor to complete x-rays of the chest and lumbar and/or thoracic spine for Pre-employment examinations and Tuberculosis screening. Parties acknowledge and agree that patients will be responsible for makings appointments with the Contractor. Contractor shall provide a written report of each x-ray interpretation to County. County will coordinate with Contractor to ensure that x-ray reports from the Contractor's office are received by County within 48 hours. Contractor shall be available on an as needed basis and shall give at least two (2) weeks notice prior to being unavailable for any extended period of time, such as vacation or attending a conference.

2. Licenses and Permits.

Physician shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings

and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

3. Term.

This Agreement shall commence on July 1, 2020 and end on June 30, 2021. However, this Agreement may be extended by mutual agreement of the Contractor and the County.

4. Compensation.

Contractor shall be reimbursed for services performed under this Agreement at the rate of \$34.78 per 2 views for the chest x-ray and interpretation under Current Procedures Terminology (CPT) Code 71046; \$55.19 per lumbar spine x-ray (L-2 Spine with 4 views) and interpretation under CPT Code 72110; and \$38.89 per Thoracic spine x-ray with 3 views and interpretation under CPT Code 72072. Contractor shall not be reimbursed for any out of pocket expenses nor reimbursed for travel expenses.

5. Billing.

Contractor shall bill County by the tenth working day of each month for services rendered during the preceding month. All health insurance claim forms (HCFA 1500) shall be in such form and detail as may be required by the County. Any HCFA 1500 submitted to the Health Department shall be processed and paid under normal County procedures.

6. Assignment and Subcontracting.

Contractor shall not assign, transfer, or sublet this Agreement or any portion thereof. Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of County.

7. Independent Contractor.

In the performance of the services herein provided for, Contractor shall be, and is an independent contractor and is not an agent or employee of County. Contractor has and shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, if any, and full control over the employment, direction, compensation and discharge of said officers, employees and agents. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, workers compensation, unemployment insurance, and income tax withholding,

and all laws and regulations governing such matters. Contractor shall be responsible for the close supervision of its employees or agents performing under this Agreement; County shall not be responsible for such supervision.

8. Indemnification.

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

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

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

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

9. Insurance.

A. Without limiting County's right to obtain indemnification from the Contractor or any third parties, prior to commencement of work, Contractor shall purchase and

maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed directly to the address as set forth in Notices. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than \$250,000 per person, \$500,000 per accident and for property damages not less than \$50,000, or such coverage with a combined single limit of \$500,000. Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance Conditions.

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

2. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation

provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

10. Notice.

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

COUNTY:  
County of Kings  
330 Campus Drive  
Hanford, California 93230  
Telephone: (559) 852-2586

CONTRACTOR:  
Beverly Radiology Medical Group  
Attention: Terri Herrick  
1510 Cotner Avenue  
Los Angeles, California 900254  
Telephone: (310) 466-3512

11. Termination of Agreement.

The County may, by written notice to Contractor, terminate the whole or any part of this Agreement immediately if Contractor fails to perform the tasks called for under the terms of this Agreement. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

12. Records.

Contractor agrees to make available upon reasonable notice to County and the State or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at the Contractor's place of business, or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with generally accepted accounting practices any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement for three (3) years following the termination of this Agreement.

13. Non-Discrimination.

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

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Contractor shall comply with all state and local conflict of interest laws and regulations.

Contractor shall have nor acquire any adverse interest to this Agreement prior to or during its term.

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This Agreement shall only be modified or amended except through a written document and signed by Contractor and the County.

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This Agreement, including the recitals, represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral.

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Contractor is a licensed health care professional or a provider of health care under the California Confidentiality of Medical Information Act (Civil Code section 56 *et seq.*) and understands that information disclosed to Contractor related to individual clients or patients is confidential. Contractor shall hold all confidential information in trust and confidence and Contractor shall not disclose such information to any unauthorized persons. Upon cancellation for any reason or expiration of this Agreement, Contractor shall return to County all written or descriptive matter, which contains any such confidential information.



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B. Contractor shall comply with any and all federal and state laws, rules and regulations not previously mentioned governing confidential health care information of individual clients or patients.

C. Contractor shall defend and hold the County harmless from damages caused or alleged to be caused by Contractor's violations of laws, rules and regulations on confidentiality.

21. Use of County Property.

Contractor shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Contractor's obligation under this Agreement.

22. Health and Safety Standards.

Physician shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

23. No Third Party Beneficiaries.

County and Physician 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.

24. Incorporation:

The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

COUNTY OF KINGS

CONTRACTOR

By \_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

By Howard Berger  
Dr. Howard Berger, CEO

ATTEST:  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
County Counsel

By \_\_\_\_\_  
Catherine Venturella

By Cindy Crose Kliever  
~~Diane Freeman, Deputy County Counsel~~  
Cindy Crose Kliever, Deputy County Counsel

APPROVED AND ENDORSED:

By Sande Huddleston  
Sande Huddleston, Risk Manager

# 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 28, 2020

**SUBMITTED BY:** Department of Public Health – Edward Hill/Nancy Gerking  
**SUBJECT:** STAFFING CHANGES FOR FISCAL YEAR 2020-2021 BUDGET

### **SUMMARY:**

#### **Overview:**

In an effort to meet Administration's request to reduce the Fiscal Year (FY) 2020-2021 budget, the Kings County Department of Public Health (KCDPH) is proposing the deletion of 17 positions from its current staffing levels. Of these positions, 13 are currently vacant, while four positions have been given layoff notifications. Additionally, to better comply with current State mandates as they relate to new programs/grants, as well as the COVID19 pandemic response, the KCDPH is proposing to add three new positions, as detailed on pages two and three of this agenda item.

#### **Recommendation:**

- a. Approve the addition of an Accounting Technician to the 411100 budget unit;
- b. Approve the addition of an Office Assistant III to the 411600 budget unit; and
- c. Approve the addition of a Supervising Public Health Nurse to the 419500 budget unit.

#### **Fiscal Impact:**

There is no impact to the General Fund, these positions are included in Health's FY 20/21 Proposed Budget.

### **BACKGROUND:**

As part of the budget process for FY 2020-2021, the KCDPH was directed to reduce its budget by five percent (5%) below FY 2019-2020 budget levels. To meet this requirement, the KCDPH is proposing the deletion of 17 positions from various budget units. This overall reduction will also afford the KCDPH the ability to reclassify three of the deleted positions while creating one new position. This new position and reclassifications are designed to help mitigate requirements placed on our State mandated programs, while also facilitating an enhanced COVID-19 response.

(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**

### **STAFFING CHANGES FOR FISCAL YEAR 2020-2021 BUDGET**

**July 28, 2020**

**Page 2 of 3**

**Health Administration (Accounting Technician)** - The Department of Public Health is requesting the deletion of one Account Clerk III (1 FTE) position and the addition of one Accounting Technician (1 FTE) position. Currently, the department has roughly 21 State and/or Federal grants that require a higher level of fiscal monitoring, tracking, and invoicing. Currently, the fiscal positions responsible for maintaining & invoicing these grants are the Fiscal Analyst and two Fiscal Specialists. The Accounting Technicians will be responsible for Payroll/PCS, Accounts Payable, Purchasing and a few small grants. These related job duties are more in-line with the Accounting Technician class specification, especially since an increase in grant funding is anticipated due to having a Program Manager on staff whose primary responsibility is the procurement of public health grants. Recently, there has been continuous turnover particularly in the Account Clerk III positions, which are essentially entry level positions. Often, staff is promoted to Accounting Technician positions in other County Departments and Public Health's Fiscal Department must then recruit, hire and train a new staff member. Having two Accounting Technician positions within the Public Health Fiscal Division will reduce the staff turnover rate by providing an additional opportunity for staff to promote within the department, which will greatly increase productivity, efficiency and retention. The salary for the Account Clerk III position (156.5-1/2) w/benefits are budgeted at an estimated \$55,690. The Accounting Technician (172.0-1/2) w/benefits is estimated at \$63,222. The difference of \$7,532 would be covered by the couple of small grants this individual would maintain.

**Public Health Nursing (Office Assistant III)** – This request is to delete the current position of Public Health Office Supervisor (PHOS) and add an Office Assistant III in it's place. The current PHOS position had been supervising the front reception staff and acting as the assistant to the Nursing Division Manager. With the addition of the Supervising Public Health Nurse for the Intervention and Prevention unit, the front reception supervisory duties will fall under the Supervising Public Health Nurse, no longer requiring the need for the PHOS for Public Health Nursing. This is a savings of \$11,242 to the Public Health Nursing division.

**Maternal Child Adolescent Health (MCAH) SPHN** - This request is to add one Supervising Public Health Nurse to 419500. This position is being added to divide the current Supervising Public Health Nurse (SPHN) position into two units. The current SPHN oversees seven programs, 22 current staff with a total of 24 staff budgeted, nine budgets and over 10 contracts and MOUs. This unit currently has a Senior Public Health Nurse (SrPHN) under the SPHN position, but because of its size and upcoming growth, an added SPHN position and the removal of a SrPHN position is being requested. The upcoming growth in this division includes the movement of the Oral Health Program Specialist (1FTE) and the Oral Health Grant into 419500 which will bring in \$187,104/year with 15% of the salary of the Office Assistant in this program and 5% of the SPHN's salary (\$6,902). As well, recent allocations from the California Home Visitation Program, require a direct supervisor in the Maternal, Child and Adolescent Health (MCAH) program. The cost of this SPHN position (\$138,036) will be requested at a Step 5 to prepare for any transfer or hiring situation. The current SrPHN position is covered by the current state funding from the California Children's Services Program at 60% (\$78,163) and the Child Health Disability Program at 40% (\$52,109) which is currently allocated for the Step 5 SrPHN's salary of \$130,272. The new requested SPHN position budgeted at \$138,036 for a Step 5 brings a difference of \$7,764. With the transfer of the Oral Health Grant into the 419500 budget, and with the addition of 5% of the SPHN position (\$6,902) being covered under this grant, and the cost savings in 416000 with the deletion of the Public Health Office Supervisor (\$11,429), this will cover the \$862 remaining. No realignment will be needed to cover this position. This reorganization, current and future growth and full staffing will increase the number of programs to nine, approximately 30 staff and more than 15 contracts and MOUs. This

## **Agenda Item**

### **STAFFING CHANGES FOR FISCAL YEAR 2020-2021 BUDGET**

**July 28, 2020**

**Page 3 of 3**

growth limits the current SPHN/SrPHN's ability to take a more active role and places more strain on the staff. The proposed division of programs between the two SPHN's would allow greater focus on each program as well as the ability to be more agile and efficient with programmatic modifications from the state and internal changes.

If this request is not approved, there would be inefficiencies in programming that would lead to us being deficient in the responsibilities we have to manage the current and new programs we are responsible for, leading to loss of funding from the state and loss of services to the Kings County constituents.

Due to the demand of the Kings County Public Health Department of Public Health Covid-19 response, the Kings County Department of Public Health is asking these position become effective, active and approved at this time.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM July 28, 2020

**SUBMITTED BY:** Department of Public Health- Edward Hill  
**SUBJECT:** COVID-19 HOSPITAL PREPAREDNESS PROGRAM SUPPLEMENTAL FUNDING

**SUMMARY:**

**Overview:**

The California Department of Public Health Emergency Preparedness Office (EPO) has allocated supplemental funding for the COVID-19 Hospital Preparedness Program (HPP) to support the needs of the people of Kings County to prevent, prepare for, and respond to COVID-19.

**Recommendation:**

- a. Authorize the Director of Kings County Department of Public Health to accept the COVID-19 HPP Supplemental Funding from the California Department of Public Health, Emergency Preparedness Office; and
- b. Adopt the Budget Change. (4/5<sup>th</sup> vote required)

**Fiscal Impact:**

No impact to the General Fund. This \$116,298 funding allocation will be used to offset the cost of the Public Health Emergency Preparedness, unit 417400, response to COVID-19.

**BACKGROUND:**

The California Department of Public Health Emergency Preparedness Office (EPO) has allocated a total of \$116,298 in COVID-19 Hospital Preparedness Program supplemental funding to the Kings County Department of Public Health in order to support the health care preparedness and response activities of hospitals, health systems, and health care workers on the front lines of this pandemic. This funding should support health care

(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**

### **COVID-19 HOSPITAL PREPAREDNESS PROGRAM SUPPLEMENTAL FUNDING**

**July 28, 2020**

**Page 2 of 2**

coalitions (HCCs) and other health care entities to prepare them to identify, isolate, assess, transport, and treat patients with COVID-19 or persons under investigation (PUIs) for COVID-19, and to prepare those entities for future special pathogen disease outbreaks.

Our agency's discretion may be used to allocate the funding to support hospitals and other health care entities to train workforces, expand telemedicine and the use of virtual healthcare, procure supplies and equipment, and coordinate effectively across regional, state and jurisdictional, and local health care facilities to respond to COVID-19 in the following capabilities:

- Health Care and Medical Response Coordination
- Medical Surge

This award has been reviewed by County Counsel.

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
General	Public Health Emergency Preparedness (PHEP)	HPP COVID	100000	417400/ 407600	92135	116,298.00
TOTAL						116,298.00

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Public Health Emergency Preparedness (PHEP)	HPP COVID Supplemental	100000	417400/ 407600	88050	116,298.00
TOTAL						

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
TOTAL						

Explanation: For expenses covered under HPP Supplemental to cover healthcare and medical response coordination and medical surge.

Auditor Approval \_\_\_\_\_ Department Head 

CAO Approval \_\_\_\_\_ Board Approval \_\_\_\_\_





SONIA Y. ANGELL, MD, MPH  
State Public Health Officer & Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

July 7, 2020

Dr. Milton Teske  
Health Officer  
County of Kings  
330 Campus Drive  
Hanford, CA 93230

**Authority:**

*Coronavirus Preparedness and  
Response Supplemental Appropriations  
Act 2020*

*Coronavirus Aid, Relief, and Economic  
Security (CARES) Act*

Dear Dr. Milton Teske:

**COVID-19 HPP Supplemental Funding  
Award Number COVID-19-1702 County of Kings**

This letter covers COVID-19 HPP Supplemental reimbursement information for the period of March 28, 2020 through June 30, 2021. The Emergency Preparedness Office (EPO) is allocating **\$116,298** to **Kings** in order to support the health care preparedness and response activities of hospitals, health systems, and health care workers on the front lines of this pandemic. This funding should support health care coalitions (HCCs) and other health care entities to prepare them to identify, isolate, assess, transport, and treat patients with COVID-19 or persons under investigation (PUIs) for COVID-19, and to prepare those entities for future special pathogen disease outbreaks.

Your Agency may use discretion to allocate this funding to support hospitals and other health care entities to train workforces, expand telemedicine and the use of virtual healthcare, procure supplies and equipment, and coordinate effectively across regional, state and jurisdictional, and local health care facilities to respond to COVID-19 in the following capabilities (Attachment 1 – Work Plan):

- Health Care and Medical Response Coordination
- Medical Surge

Additionally, your Local Health Department/Local HPP Entity should fund their Local Emergency Medical Agency (LEMSA) a minimum of \$43,175 for their patient coordination and transportation planning. The five multi-county LEMSAs will be directly funded by CDPH at \$56,127 to do the same work as the single county LEMSAs. (Attachment 2 – Funding Table).

EPO will reimburse your Agency within three business days of invoice receipt. In order to receive your allocation, please complete and submit your invoice (Attachment 3 – Invoice) as soon as possible to: [LHBTProg@cdph.ca.gov](mailto:LHBTProg@cdph.ca.gov).

**Please Submit the following to EPO:**

1. Invoice requesting reimbursement at your Agency's full allocation. Use the attached COVID-19 HPP Supplemental Invoice. Submit your invoice to: [LHBTProg@cdph.ca.gov](mailto:LHBTProg@cdph.ca.gov).
2. By July 24, 2020, submit a spend plan (Attachment 4 – Spend Plan) to: [LHPTProg@cdph.ca.gov](mailto:LHPTProg@cdph.ca.gov).
  - Personnel supported with this funding should not duplicate efforts across other federal grants; exceed 1.0 FTE across all funding sources; and salary is kept below \$189k as required by the funder.
  - Please maintain any supporting documentation for expenditures against this funding.
3. By July 24, 2020, submit a work plan (Attachment 1 – Work Plan) to: [LHBTProg@cdph.ca.gov](mailto:LHBTProg@cdph.ca.gov).
4. On a quarterly basis, beginning in October 2020, submit an expenditure report (Attachment 4) and work plan progress report (Attachment 1).

Thank you for the time your Agency has and will continue to invest in this response. I am hopeful that with additional funding your Agency will have the adequate resources for an appropriate response. If you have any questions or need further clarification, please contact your assigned EPO Contract Manager directly.

Sincerely,



Melissa Relles  
Assistant Deputy Director  
Emergency Preparedness Office  
California Department of Public Health



# 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 28, 2020

**SUBMITTED BY:** Public Works Department – Kevin McAlister / Dominic Tyburski  
**SUBJECT:** SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT  
**SUMMARY:**

**Overview:**

On October 1, 2019 your Board entered into an agreement with Papich Construction Co., Inc. to place Hot Mix Asphalt overlays over pavement fabric, on thirteen (13.75) miles of county roads. Pursuant to our contract with Papich Construction Co., Inc., a Notice of Completion must be filed to provide notice to interested parties that this work has been completed.

**Recommendation:**

**Authorize the Chairman to sign the Notice of Completion for the Senate Bill-1 Funded Kings County Roadway Improvement Project to provide notice to interested parties that the work has been completed.**

**Fiscal Impact:**

This project will not impact the General Fund. SB-1 funds supplied \$2,703,630 and the County Road Fund supplied the remaining cost of \$0.00 as shown in the adopted Fiscal Year 2018-2019 Budget Unit 311000, Account 82223135.

**BACKGROUND:**

Senate Bill-1 (SB-1) is a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges across the state. Kings County has received a significant influx of new revenue to invest in the local road system from SB-1, which was enacted on April 28, 2017. This measure was in response to California’s significant funding shortfall to maintain the state’s multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on state highways, local streets and roads, and bridges to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads will also be eligible to compete for additional funding for active transportation and congested corridor projects.

**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.

When Recorded Return to:  
Department of Public Works  
Dominic Tyburski, P.E., Chief Engineer

## NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: Various Locations within Kings County, CA.
2. The Improvement is particularly described as: Placement of Hot Mix Asphalt overlays over pavement fabric, on thirteen (13.75) miles of various Kings County Roadway Segments (see Attachment A).
3. The date of completion of the work of Improvement: June 22, 2020.
4. The owner of the work of Improvement: County of Kings.
5. The nature of the owner's interest or estate: County maintained road.
6. The name of the original contractor for the work of Improvement: Papich Construction Co., Inc.

I certify under penalty of perjury that the foregoing is true and correct. Dated this 28<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Chairman, Board of Supervisors  
County of Kings, State of California

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this 28<sup>th</sup> Day of July 2020.

\_\_\_\_\_  
Chairman, Board of Supervisors  
County of Kings, State of California



**Attachment A**  
**SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT**

<b>&lt;#&gt;</b>	<b>ROAD SEGMENT</b>	<b>TREATMENT</b>	<b>LOCATION</b>	<b>W=FT</b>	<b>MILES</b>	<b>TON</b>
1	Excelsior Avenue	Hot Mix Asphalt Concrete	19 <sup>th</sup> Avenue to 22 <sup>nd</sup> Avenue	32	3.00	4,501
2	Grangeville Blvd.	Hot Mix Asphalt Concrete	18 <sup>th</sup> Avenue to SR41	32	1.50	2,251
3	10th Avenue	Hot Mix Asphalt Concrete	Whitley Avenue to Nevada Avenue	28	2.75	3,610
4	Kansas Avenue	Hot Mix Asphalt Concrete	10 <sup>1/2</sup> Avenue to 12 <sup>th</sup> Avenue	32	1.50	2,251
5	Kansas Avenue	Hot Mix Asphalt Concrete	14 <sup>th</sup> Avenue to 16 <sup>th</sup> Avenue	32	2.00	3,001
6	Houston Avenue	Hot Mix Asphalt Concrete	11 <sup>th</sup> Avenue to 12 <sup>th</sup> Avenue	30	1.00	1,407
7	Flint Avenue	Hot Mix Asphalt Concrete	11 <sup>th</sup> Avenue to SR43	26	1.00	1,219
8	Fargo Avenue	Hot Mix Asphalt Concrete	12 <sup>th</sup> Avenue to 13 <sup>th</sup> Avenue	26	1.00	1,219
<b>Total Hot Mix Asphalt Concrete Overlay</b>					<b>13.75</b>	<b>19,458</b>



# 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 28, 2020

**SUBMITTED BY:** Public Works Department – Kevin McAlister / Dominic Tyburski  
**SUBJECT:** NON-ROUTINE HAZARDOUS ENCROACHMENT OF THE PUBLIC RIGHT OF WAY  
**SUMMARY:**

**Overview:**

The Public Works Department has received an encroachment permit application from MAAS Energy Works, Inc. on behalf of Lakeside Pipeline, LLC a California Limited Liability Company, which is requesting to construct a Biogas pipeline in the Public Right of Way along county roadways and at multiple perpendicular crossings. It is the position of Public Works that the encroachment permit request falls under the Non-Routine/Hazardous category and as such requires approval by the Board of Supervisors.

**Recommendation:**

- a) Authorize the Chairman to approve the underground encroachment permit as submitted contingent upon the mutually accepted agreement between County and Lakeside Pipeline, LLC; and
- b) Authorize the Chairman to approve the agreement in connection with the encroachment permit application between County and Lakeside Pipeline.

**Fiscal Impact:**

This project will provide a franchise fee equal to 2% of the total value of natural gas injected into the pipeline annually to the General Fund for the 30 year permitted life of the project.

**BACKGROUND:**

The Public Works Department has engaged MAAS Energy Works, Inc. working on behalf of Lakeside Pipeline, LLC Westside, LLC, regarding a proposed encroachment (occupation of public right of way) since July of 2019. The primary issue of concern to Public Works has been and continues to be the safety of the motoring public.

(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**

### **NON-ROUTINE HAZARDOUS ENCROACHMENT OF THE PUBLIC RIGHT OF WAY**

**July 28, 2020**

**Page 2 of 2**

If the Board were to allow this encroachment, Public Works recommends that it be subject to an agreement in connection with the encroachment permit as attached. The agreement provides protection for the County, which would include, but not be limited to liability insurance requirements verified annually, an irrevocable line of credit to remove the encroachment if necessary, and an annual franchise (encroachment) fee for use of the public right of way.

The biogas pipeline will occupy the county right of way running along the following roadways:

1. 4<sup>th</sup> Avenue
2. 5<sup>1/2</sup> Avenue
3. 9<sup>1/2</sup> Avenue
4. Jersey Avenue
5. Jackson Avenue

The biogas pipeline will perpendicularly cross the following county roadways:

1. Houston Avenue
2. Jackson Avenue
3. Jersey Avenue
4. Kansas Avenue
5. Kent Avenue (two crossings)
6. 4<sup>th</sup> Avenue
7. 5<sup>th</sup> Avenue
8. 5<sup>1/2</sup> Avenue
9. 7<sup>th</sup> Avenue
10. 9<sup>th</sup> Avenue
11. 10<sup>th</sup> Avenue

Section 2009 of the Streets and Highways Code establishes the Board of Supervisors as the policy-making Board with respect to county highway matters. County Resolution 77-144 (attached) describes a Non-Routine/Hazardous Encroachment as “one creating a danger of injury to person or property”. While design precautions help ensure that this encroachment does not become a hazard, the potential risk is significant enough that the Public Works Director’s position is this should be a Board of Supervisors’ decision. Resolution 77-144 allows your Board to confirm that such encroachment is hazardous, and order its abatement or removal. The Board may also re-classify such an encroachment as other than hazardous such as a Public Utility Encroachment or Undesirable Encroachment.

If approved, this encroachment permit will expire and be subject to renewal when the conditional use permit approving the project expires.

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

1 RESOLUTION NO. 77-144

2 BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS

3 STATE OF CALIFORNIA

4 \*\*\*\*\*

5 It was moved by Supervisor MAROOT, seconded by  
6 Supervisor KEMBLE, and duly carried that the  
7 following Resolution be adopted:

8 W I T N E S S E T H :

9 WHEREAS, the Director of Public Works of the County of Kings has the  
10 responsibility for processing, issuing or denying permits allowing encroachments  
11 within any County road right-of-way, and

12 WHEREAS, under the provisions of Section 2009 of the Streets and Highways  
13 Code, this Board of Supervisors is directed to act as the policy-making body with  
14 respect to county highway matters, and must establish the general policies to be  
15 followed in the administration of the Public Works Department with respect to  
16 county highways.

17 WHEREAS, the policy of this Board of Supervisors was previously established  
18 by Resolution No. 71-24, executed the 16th day of March, 1971,

19 WHEREAS, it has become necessary to change the policy established by said  
20 Resolution No. 71-24,

21 NOW, THEREFORE, BE IT RESOLVED, that said Resolution No. 71-24 is hereby  
22 rescinded in whole, and that the following is hereby declared to be the policy of  
23 the County of Kings with respect to encroachments within any County right-of-way:

24 ENCROACHMENT CLASSIFICATION AND PERMIT POLICIES.

25 Each encroachment on any county road right-of-way shall be classified by  
26 the Director of Public Works as follows:

27 A. Routine Encroachments. A routine encroachment is one that is neither  
28 hazardous, undesirable, potentially dangerous nor significant, as defined herein.  
29 Permits for routine encroachments may be issued by the Director of Public Works  
30 without referring the matter to the Board of Supervisors for their consideration.  
31 Routine encroachments are sub-classified as follows:

32 1. Public Utility Encroachments. An encroachment involving gas pipes,



1 electrical conduit, water and sewer pipe, transformer vaults, telephone lines, etc.  
2 In this type of encroachment, the permit may be issued to a public agency or its  
3 contractor.

4           2. Irrigation Pipe Encroachments. Irrigation pipe encroachments are  
5 encroachments involving the installation of irrigation pipes either across a  
6 highway or running for some length along the right-of-way. Pipe installations run-  
7 ning for some length along the right-of-way but less than 200 feet are discouraged  
8 and will be required to show necessity to installing within the right-of-way. The  
9 Director of Public Works shall use the following criteria to evaluate the necessity:  
10 financial hardship, physical obstructions, unobtainable easements, and right-of-way  
11 status. The Director of Public Works shall inform all those property owners whose  
12 properties front along the proposed route about the intended installation.  
13 Irrigation pipes placed in the road right-of-way for a distance greater than 200  
14 feet, measured along the centerline of the right-of-way, shall not qualify as a  
15 routine encroachment under this classification, but shall be classified as  
16 undesirable, as hereinafter defined.

17           3. Roadway Appurtenance Encroachments. An encroachment for the purpose  
18 of installing or constructing something within the road right-of-way of a nature  
19 consistent with the function of the roadway, such as curbs and gutters, driveway  
20 approaches, dikes, storm drain devices, etc.

21           B. Non-Routine Encroachments. A non-routine encroachment is one falling  
22 within one of the following classifications. The Director of Public Works will  
23 initially classify each of said encroachments, and will take action thereafter based  
24 upon the type of subclassification designated, as follows:

25           1. Hazardous Encroachments. A hazardous encroachment is one creating  
26 a danger of injury to person or property. Such an encroachment will be posted by  
27 appropriate warning signs and will be reported to the Board of Supervisors at the  
28 earliest possible time following its discovery. The Board of Supervisors will, at  
29 the earliest practicable time, confirm that such encroachment is a hazardous  
30 encroachment, and order its abatement or removal, or will determine that it is not  
31 hazardous, and re-classify it under another type of encroachment. When directed  
32 to abate or remove such encroachment, the Director of Public Works will take

1 immediate action with respect to the encroachment, with due consideration being  
2 given to the extent of danger and the cost of removal.

3       2. Undesirable Encroachments. An undesirable encroachment is one not  
4 involving danger to person or property, but in some way interfering with the free  
5 use or enjoyment of the highway or posing a potential maintenance problem. These  
6 may include, but are not limited to obstructions of the roadway or shoulders,  
7 obstructions of scenic views, irrigations lines greater than 200 feet in length,  
8 piles of rubbish, cut branches, dead animals, signboards, banners, etc. The  
9 Director of Public Works may issue a permit for such an encroachment for a period  
10 not to exceed thirty (30) days, when, in his opinion, such permit will prevent  
11 undue hardship and the encroachment will serve some utilitarian or useful purpose  
12 on a temporary basis. If the Director of Public Works refuses to issue such a  
13 permit, or if the original permit is about to expire, the person maintaining such  
14 encroachment may request the Board of Supervisors to issue or extend a permit with  
15 respect to such encroachment. The Board of Supervisors will thereafter:

- 16           (a) Issue a permit or permit extension for a fixed period of  
17                   time, or  
18           (b) Refuse to issue a permit or permit extension, or  
19           (c) Reclassify the encroachment to another category.

20       3. Potentially Dangerous Encroachments. Potentially dangerous  
21 encroachments are those which, if left unchecked, may create a danger to persons  
22 or property. Such encroachments usually consist of, but are not limited to,  
23 vegetation which, after further growth, may obscure the visibility of traffic signs,  
24 crossroads or driveways. Such encroachments will not be called to the attention of  
25 the Board of Supervisors, but will be listed and placed on file, so that they may  
26 be periodically reviewed and action taken toward their removal if and when any  
27 danger is created by their presence. No permits will be issued for such  
28 encroachments.

29       4. Insignificant Encroachments. Insignificant encroachments are those  
30 of such a nature that they do not obstruct the highways or the view therefrom,  
31 create no danger to persons or property, and are not offensive to sight or smell.  
32 Such encroachments exist as merely technical and minor violations of the right-of-  
way space, involving no inconvenience to the users of the highway. Such

1 encroachments need not be brought to the attention of the Board of Supervisors,  
2 and no permit need be issued therefor. The Director of Public Works need take no  
3 action with respect to any encroachment he has classified as insignificant within  
4 the meaning of this paragraph.

5 The foregoing Resolution was passed and adopted by the said Board of  
6 Supervisors at a regular meeting thereof, held on the 27th day of  
7 September, 19 77, by the following vote:

8  
9 AYES: Supervisors MAROOT, KEMBLE, YENGER, SWEENEY, CODY  
10 NOES: Supervisors NONE  
11 ABSENT: Supervisors NONE  
12

13  
14 \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Kings, State of California

15  
16 WITNESS my hand and seal of said Board of Supervisors this 27th day  
17 of September, 19 77.

18  
19 \_\_\_\_\_  
JOAN L. BULLOCK  
Clerk of said Board of Supervisors

20 By: \_\_\_\_\_  
21 Deputy

22  
23 STATE OF CALIFORNIA, )  
COUNTY OF KINGS ) ss.  
24 I, JOAN L. BULLOCK, County Clerk, and Ex-Officio Clerk of  
the Board of Supervisors of said County and State, do hereby  
25 certify the foregoing to be a true and correct copy of the  
original thereof on file in my office.  
26 Witness my hand and Seal of said Board, this 27 day of Sept 19 77  
27 By: Joan L. Bullock  
JOAN L. BULLOCK, County Clerk  
and Ex-Officio Clerk of said Board.  
Deputy Clerk

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



**AGREEMENT IN CONNECTION WITH  
APPLICATION FOR ENCROACHMENT PERMIT**

**CALGREN DAIRY FUELS DIGESTER PROJECT  
LAKESIDE PIPELINE, LLC**

Date: July 21, 2020

**AGREEMENT  
IN CONNECTION WITH  
APPLICATION FOR ENCROACHMENT PERMIT**

THIS AGREEMENT (“Agreement”) is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Kings, a political subdivision of the State of California, (“County”) and Lakeside Pipeline, LLC, a California Limited Liability Company, with its principal place of business at 3711 Meadow View Drive, Redding, CA 96002 (“Applicant”).

**RECITALS**

WHEREAS, Applicant has submitted an encroachment permit application (“Application”) and plan set, Calgren Dairy Fuels Digester Project, Phase 4 Transfer Pipeline Plan Set, attached as **Exhibit A**, to County for a permit (“Permit”) granting Applicant encroachment in the County right-of-way to install, operate, and maintain approximately 4.60 linear miles of pipeline, up to twenty (20) inches in diameter of HOPE pressure pipe (“Pipeline”);

WHEREAS, Applicant has agreed to make certain covenants with County in connection with and to indemnify County for damages or claims related to the proposed Pipeline and Permit; and

WHEREAS, the covenants and agreement to indemnify the County are acceptable to the County.

NOW, THEREFORE, the Parties agree as follows:

**1. REGISTRATION OF PIPELINE LOCATION**

Upon completion of the construction and installation of the Pipeline, and prior to the acceptance of work in connection with the Permit, Applicant shall register the location of the Pipeline with USA North 811 within thirty (30) calendar days of construction completion, and shall renew the registration annually to continue to provide for underground service locating.

Applicant shall provide proof of registration as set forth in Paragraph 6. Failure to do so is grounds for County to revoke this Agreement pursuant to Paragraph 9. This obligation runs so long as the Pipeline exists and it is Applicant's obligation to ensure that any future owner/successor/permitted assignee of the Pipeline, Permit, and this Agreement maintains such proper registration.

**2. PLANS**

In connection with the Application, Applicant must submit a set of engineered plans

detailing the Pipeline construction and installation to County for review. Applicant's construction and installation of the Pipeline shall be in accordance with the approved set of plans and shall not deviate from said plans. Design and construction standards shall be substantially similar to gas pipeline installations or engineered equivalents. Upon completion of construction and installation, the Pipeline shall be marked per industry standards with a distinguishable sign indicating a gas pipeline is in the vicinity.

**3. AS-BUILT PLANS**

Upon completion of construction and installation, and prior to the Pipeline being placed into service, Applicant shall provide County with an as-built plan set which reflects the actual location of the Pipeline, its depth, and diameter as constructed and installed within County right-of-way. The as-built plan set shall be prepared by and stamped by a Registered Civil Engineer in good standing in the State of California. Applicant shall provide County with any supplemental surveys to reflect any subsequent corrections and/or changes to the Pipeline.

**4. ACTIVE ABANDONMENT**

If the Pipeline is ever actively abandoned, then it shall be capped and filled with flowable fill of a controlled low-strength material consisting of fluid mixture of cement, fly ash, aggregate, water and with admixtures as necessary to provide workable properties, all to the satisfaction of the County. An encroachment permit issued by County Public Works shall be required to perform this work.

**5. PASSIVE ABANDONMENT**

Applicant shall provide County an irrevocable line of credit or some other vehicle acceptable to the County for use in the event that the Pipeline is ever passively abandoned. The County shall use said source of funds to remove the encroachment from the Public Right of Way. The initial monetary value of the credit shall be equal the cost of removing the encroachment and returning the Right of Way to its previous condition. The cost shall be calculated and stamped by a Civil Engineer licensed to practice in the State of California. An annual inflation rate of 3% shall be included in the line of credit. Line of credit shall be presented to and approved by County prior to the issuance of an encroachment permit.

**6. ENCROACHMENT FEE AND REGISTRATION**

Applicant shall pay a one-time encroachment fee prior to issuance of the encroachment permit for processing the permit and construction inspection in the amount of \$1,500.

Additionally, applicant, its successors, and assignees (if any), shall pay to the County an annual franchise (encroachment) fee equal to 2% of the total value of all natural gas injected into the SoCalGas pipeline at the project hub as metered by SoCalGas equipment and documented by Lakeside Pipeline to King's County. The value of the natural gas shall be

calculated as the average SoCal Border natural gas price for that year, times the number of MMBtus metered during the year. Applicant shall remit payment to the County beginning 12 months after the execution of this agreement and annually thereafter within 30 days of the month and day of this agreement, and shall include proof of then-current registration with USA North 811 or an equivalent underground service locating organization with said payment.

**7. INDEMNIFICATION**

Applicant, its successors, and permitted assignees (if any), shall hold harmless, defend and indemnify County, its elected officials, agents, officers, employees, and assigns from and against any and all liability, claims, actions, costs (including reasonable attorney's fees), damages or losses of any kind, including death or injury to any person and/or damage to property, including County property, arising from, or in connection with this Agreement, the Permit, and the Pipeline, including but not limited to, construction, installation, maintenance, repair, rehabilitation, replacement, or removal of the Pipeline, any actual, alleged or threatened spill, leak, or other release of waste or water related to operation of the Pipeline. This indemnification obligation shall continue so long as the Pipeline exists.

Applicant, its successors, and permitted assignees (if any) shall indemnify, defend and hold harmless the County from and against any and all claims, actions, or proceedings against the County to attach, set aside, void, or annul any findings, entitlements, certification of California Environmental Quality Act ("CEQA") or other environmental review, and/or approvals by the County given in regard to the Permit or Pipeline, this Agreement, and/or any other related proceedings, or to impose personal liability against such County officials, agencies, departments, commissions, agents, officers, or employees resulting from their official involvement in any Permit, Pipeline, or Agreement proceedings, including any claims and actions for attorneys' fees, private attorney general fees and/or costs awarded to any party and against the County.

**8. TERM**

This Agreement shall become effective as of the date first above written and shall terminate in 30 years.

**9. REVOCATION**

This Agreement and the Permit may be revoked by the County if Applicant fails to adhere to their terms. To revoke this Agreement and the Permit, County shall give written notice to Applicant as set forth in Paragraph 12 below. If this Agreement and the permit are revoked, the Applicant or its successors, and permitted assigns (if any), shall commence removal within thirty (30) days of permit revocation. Applicant shall be solely responsible for the removal of Pipeline from the County right-of-way at no cost to the County. If applicant fails to perform within the timeline specified herein, the Pipeline shall be deemed passively abandoned and County shall utilize the Irrevocable Line of Credit to permanently remove the encroachment.

**10. AMENDMENT**

This Agreement shall not be modified or amended except by means of a writing signed by each of the Parties to this Agreement.

**11. ASSIGNMENT**

Applicant shall not assign this Agreement or transfer its rights or obligations under this Agreement or the Permit without the prior written consent of County subject to any required state or federal approval.

**12. NOTICES**

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

**COUNTY:**

Kings County Dept. of Public Works  
C/O Mr. Kevin McAlister  
1400 W. Lacey Blvd.  
Hanford, CA 93230

**APPLICANT:**

Lakeside Pipeline, LLC  
C/O Mr. Daryl Maas  
3711 Meadow View Drive  
Redding, CA 96002

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) first-class mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**13. POWER TO GRANT**

The Parties acknowledge that the County may authorize an encroachment permit under Streets and Highway Code § 1460 et seq.. The Parties also acknowledge that the encroachment permit is not a lease and that under Streets and Highways Code § 1463, the permit may be revoked on five (5) days' notice.

**14. INSURANCE**

Applicant shall carry insurance in the amount equal to the following; Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence

Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000



per occurrence or claim, and \$2,000,000 policy aggregate. Endorsements shall be submitted on an annual basis along with the franchise fee. Failure to provide this information on the mutually agreed upon due date shall be grounds for permit revocation.

**15. MAINTENANCE AND REPAIRS**

Applicant will be responsible for all maintenance, monitoring, repair and up-keep of the Pipeline ensuring that it is safe and leak-free. Applicant will make all repairs on the Pipeline as soon as is possible. If Applicant has not commenced a repair referred to in a written notice from County to Applicant within five (5) days after date of notice, County will have the right to repair or contract to repair and to be reimbursed by Applicant. The full amount of the reimbursement is to be paid within thirty (30) days after County's delivery to Applicant or a written statement or bill evidencing the cost of the repair.

**16. DAMAGES**

Applicant is solely responsible for any damages to the Pipeline and any subsequent repairs to the Pipeline and the County's facilities including, but not limited to, road shoulder, and pavement in the County right of way should any excavation, construction, or road work, either by County or any entities permitted by the County to work in County right of way, damage the Pipeline.

**17. CONFLICT WITH LAWS**

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

**18. CHOICE OF LAW**

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. Applicant 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.

**19. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT**

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

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.

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.

**20. AUTHORITY**

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

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

COUNTY OF KINGS

\_\_\_\_\_

By: \_\_\_\_\_  
Doug Verboon, Chairman

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

ATTEST:

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

Approved and Endorsements Received:

\_\_\_\_\_  
Sande Huddleston

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By: \_\_\_\_\_  
Diane Walker Freeman, Deputy

Exhibits/Attachments:

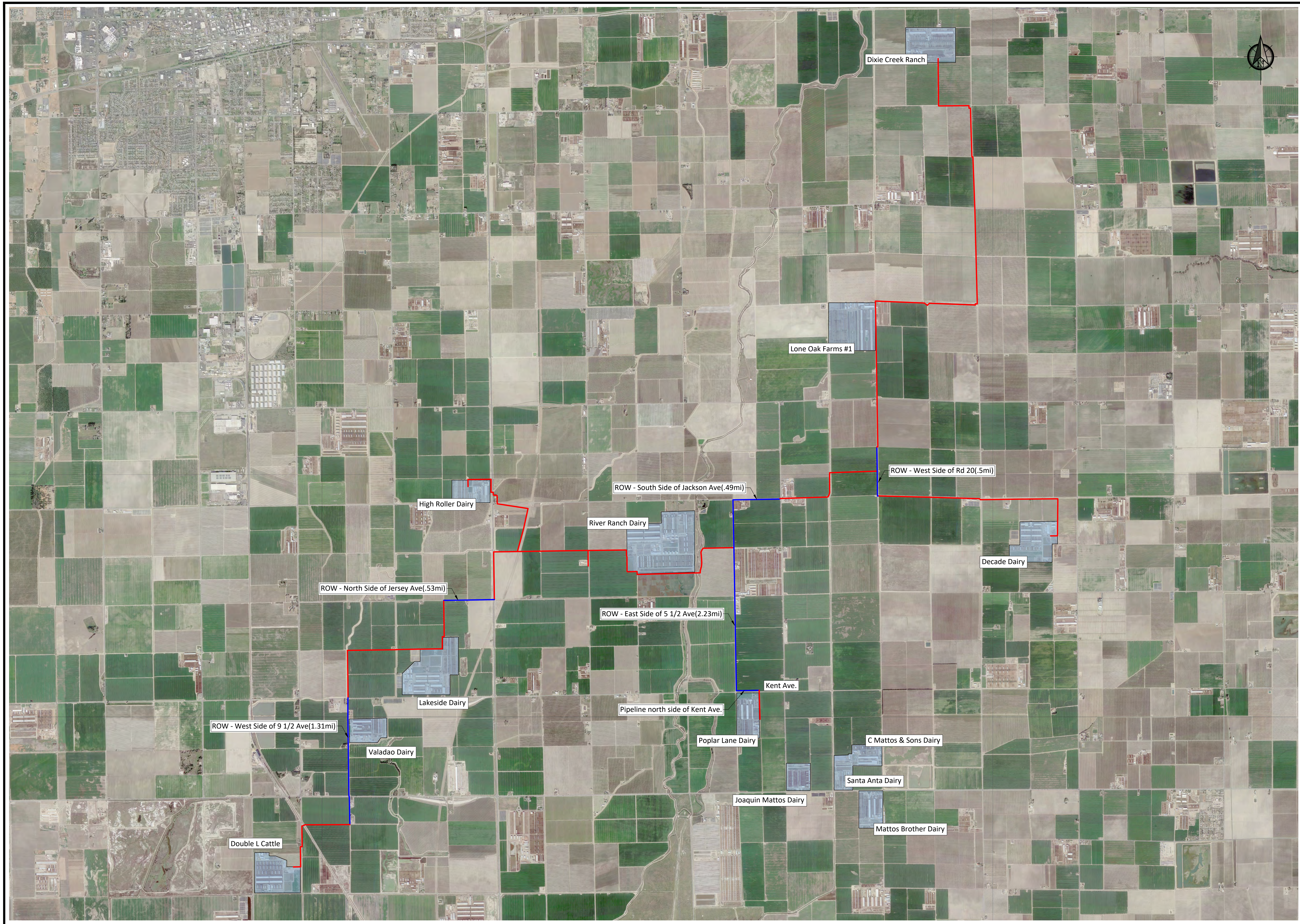
**Exhibit A:** 2.04 Lakeside Cluster (Pipeline ROW Map)



**CONFIDENTIAL**

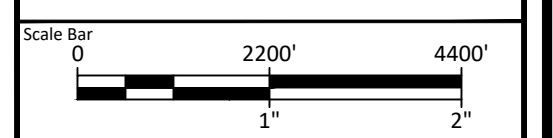
Biogas Pipeline - Phase 1

Biogas Pipeline - Phase 1 - Kings County ROW (4.6mi)



Firm Address:  
3711 Meadow View Dr.  
Suite 100  
Redding, CA 96002

Project Name and Address:  
Lakeside Pipeline Cluster  
Tulare, CA



Drawn By: Kelli Eusted  
Date: 7/9/20  
Sheet Size: 24" x 36"  
Page #: 1 of 1  
Version: 2.04





# 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 28, 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;
- b. Receive an update on the State’s roadmap for modifying the statewide order and take action as deemed necessary; and
- c. Receive and update on Project RoomKey and take action as deemed 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 28, 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. Your Board had requested follow-up regarding the requirements of Project RoomKey, therefore a presentation will be provided to your Board with more information.



# 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 28, 2020

**SUBMITTED BY:** Community Development Agency – Greg Gatzka/Alex Hernandez

**SUBJECT:** PUBLIC HEARING – 2020 COMMUNITY DEVELOPMENT BLOCK GRANT -  
CORONAVIRUS RESPONSE ROUND 1 NOTICE OF FUNDING AVAILABILITY

**SUMMARY:**

**Overview:**

The 2020 State Community Development Block Grant - Coronavirus Response Round 1(CDBG-CV1) Notice of Funding Availability (NOFA) is now released, and Kings County is eligible for \$137,099. County activities and projects to be awarded funding must meet CDBG-CV1 program guidelines. In order for the County to apply for this funding, the Board must first hold a public hearing to receive public input on possible activities and projects the County should consider. Kings County Community Development Agency has already received preliminary input on possible activities. If the Board approves moving forward with an application, staff will prepare a resolution for this Board to authorize submittal of the CDBG-CV1 application to the State. The deadline for submittal is August 31, 2020.

**Recommendation:**

- a. Conduct a public hearing to receive public input on the possible activities and projects the County should consider; and
- b. Direct staff on how to proceed with the Community Development Block Grant – Coronavirus Response Round 1 application and which eligible activity or project to apply for.

**Fiscal Impact:**

None to the General Fund. Community Development Agency staff time needed to prepare the application is already covered within the Fiscal Year 20/21 department budget. If awarded, any approved activity or project as well as grant administration will be funded by the CDBG-CV1 grant award.

(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 – 2020 COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUSE RESPONSE ROUND 1 NOTICE OF FUNDING AVAILABILITY**

**July 28, 2020**

**Page 2 of 3**

#### **BACKGROUND:**

The State of California, Department of Housing and Community Development administers a federal program known as the State Community Development Block Grant (CDBG) Program. The State Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for Coronavirus Response known as the Community Development Block Grant Program – Coronavirus Response Round 1 (CDBG-CV1) on June 5, 2020. Funds are available to eligible jurisdictions to perform activities or projects related to COVID-19 response and recovery. A list of eligible activity categories is attached as Exhibit A, and activities must demonstrate a direct connection to serving low and moderate income areas, clientele, housing, or jobs. The Community Development Agency has already received preliminary input on possible eligible activities that the Board may consider. These considerations include the following, which are not in any preferential order:

- A rental assistance program (shown in Exhibit “A” as 05Q Subsistence Payments or 05S Rental Housing Subsidies) for low and moderate income individuals within the unincorporated areas of Kings County which could possibly be administered either by the Kings Community Action Organization (KCAO) or the Kings County Human Services Agency,
- An Economic Development Assistance program to For-Profit Business (shown in Exhibit “A” as 18A ED Assistance to For-Profits) for businesses within the unincorporated areas of Kings County which employ low and moderate income individuals which could possibly be administered by the Kings County Economic Development Corporation.

Kings County has an allocation amount of \$137,099; therefore, staff would like to respond to the NOFA with an application. The deadline to apply for this funding is August 31, 2020. In order to meet that deadline, staff intends to bring a resolution to this Board on August 11, 2020 for authorization to make an application to the State.

#### **STAFF RECOMMENDATION:**

Conduct a public hearing to receive public input and comment on opportunities for eligible activities and projects the County should apply for under 2020 State CDBG – CV1 funding.

Then direct staff on how to proceed with the 2020 State CDBG – CV1 application and which eligible activity or project to include.



# Agenda Item

## PUBLIC HEARING – 2020 COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUSE RESPONSE ROUND 1 NOTICE OF FUNDING AVAILABILITY

July 28, 2020

Page 3 of 3

### Exhibit A

#### IDIS Matrix- CDBG Eligibility Activity Codes and National Objectives

Matrix Code Key - National Objective Codes (N = Not Allowed)

Code	Eligible Activity	LMA	LMC	LMH	LMJ	URG
01	Acquisition of Property - 570.201(a)					
03B	Facility for Persons with Disabilities	N		N		
03C	Homeless Facilities (not operating costs)	N		N		
03P	Health Facilities			N		
03T	Operating Costs Homeless/AIDS Patients	N		N	N	
05A	Senior Services	N		N	N	
05B	Services for Persons with Disabilities	N		N	N	
05C	Legal Services			N	N	
05D	Youth Services	N		N	N	
05F	Substance Abuse Services			N	N	
05G	Services for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking	N		N	N	
05H	Employment Training			N	N	
05J	Fair Housing Activities-Subj.to Pub.Serv.Cap			N	N	
05K	Tenant/Landlord Counseling	N		N	N	
05L	Child Care Services	N		N	N	
05M	Health Services			N	N	
05N	Abused and Neglected Children	N		N	N	
05O	Mental Health Services			N	N	
05Q	Subsistence Payments	N		N	N	
05S	Rental Housing Subsidies	N	N		N	
05T	Security Deposits	N	N		N	
05U	Housing Counseling Only, under 24 CFR 5.100	N	N		N	N
05W	Food Banks			N	N	
05X	Housing information and referral services	N			N	N
06	Interim Assistance		N	N	N	
08	Relocation					
09	Rental Income Loss					
14B	Rehab; Multi-Unit Residential	N	N		N	
14G	Acquisition for Rehabilitation	N	N		N	
14H	Rehabilitation Administration					
14I	Lead-Based Paint Abatement	N	N		N	
18A	ED Assistance to For-Profits		N	N		
18B	Economic Development: Technical Assistance		N	N		
18C	Micro-Enterprise Assist.			N		
21A	General Program Admin. - 570.206	N	N	N	N	N

Please contact the Department's Division of Housing Policy Development with questions and current status at (916) 263-2911.

LMA- Low Mod Area / LMC- Low Mod Clientele / LMH – Low Mod Housing /  
LMJ – Low Mod jobs / URG- Urgent