

Board Members

Joe Neves, District 1, Vice-Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
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, January 26, 2021
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. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

Members of the public who wish to observe the meeting virtually can do so via the worldwide web at: <https://youtu.be/-l69IPwK-5Y> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment 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 bosquestions@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

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Andrew Cromwell – Koinonia Church
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 January 12, 2021 regular meeting.



IV.

CONSENT CALENDAR

A. Administration/California Public Financing Authority:

Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds California Public Finance Authority for Maison's Palmdale LP.

B. Agriculture Department:

Consider approving a Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program retroactive from October 1, 2020 through September 30, 2021.

C. Fire Department:

1. a. Consider authorizing the Fire Department to accept the Fiscal Year 2020 State Homeland Security Grant; and
- b. Authorizing the County Fire Chief to sign all grant documents.
2. a. Consider authorizing the Fire Department to accept the Fiscal Year 2020-2021 Emergency Management Performance Grant; and
- b. Authorizing the County Fire Chief to sign all grant documents.

D. Health Department:

Consider approving an Agreement with West Hills Community College District to utilize interns during the Coronavirus 2019 emergency response efforts.

E. Public Works Department:

1. Consider accepting the dedication for In-Lieu Parcel Map 20-01 (Manuel Dutra, Jr. and Theresa Cunha) into the County Maintained Mileage.
2. Consider approving an Agreement with TRANE USA Building Services, for the replacement of the County's condensing unit and coil.

F. Veterans Service Office:

Consider authorizing the Chairman to sign the Certificate of Compliance for the County Subvention Program and the Certificate of Compliance for the Medi-Cal Cost Avoidance Program with the California Department of Veteran's Affairs.

V.

REGULAR AGENDA ITEMS

A. Administration – Rebecca Campbell

Waste Management – Bob Henry

Consider accepting the report from Chemical Waste Management.

B. Community Development Agency – Greg Gatzka

Consider adopting Ordinance No. 668-2-20 and waiving the second reading for the Jackson Ranch Specific Plan.

C. Administration – Rebecca Campbell/Kyria Martinez

1. Consider adopting a Resolution recognizing January 24-30, 2021 as School Choice Week in Kings County.
2. Consider adopting a Resolution authorizing the County Administrative Officer to submit a Coronavirus Emergency Supplemental Funding Program application.

D. Administration – Rebecca Campbell

Department of Public Health – Edward Hill

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.



VI. STUDY SESSION

A. Fire Department – William Lynch

Review opportunities for moving forward with regionalization of fire services with the City of Hanford.

VII. 10:00 AM PUBLIC HEARING

A. Administration – Rebecca Campbell

1. a. Hold a public hearing to consider the qualifications of the Public Works Director, Dominic Tyburski, to serve as the County Road Commissioner; and
- b. Following the public hearing, appoint the Public Works Director, Dominic Tyburski, as the County Road Commissioner.

VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

IX. CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employee Appointment
Title: Fire Chief
- ◆ **Workers Compensation: (1 case) [Govt. Code Section 54956.95]**

X. 11:00 AM CALIFORNIA PUBLIC FINANCING AUTHORITY REGULAR MEETING

XI. 11:15 AM CALIFORNIA PUBLIC FINANCING AUTHORITY COMMUNITY DEVELOPMENT CORPORATION REGULAR MEETING

XII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, February 2, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

February 2	9:00 AM	Regular Meeting
February 9	9:00 AM	Regular Meeting
February 16	-	Regular Meeting Cancelled due to observance of President’s Day on February 15, 2021
February 23	9:00 AM	Regular Meeting
March 2	9:00 AM	Regular Meeting
March 9	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.

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4
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 Action Summary

Date: Tuesday, January 12, 2021
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. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

Members of the public who wish to observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/eBG786jZMwA> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment 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 bosquestions@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

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Brian Kleinhammer - Kingdom Culture 2.0
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 January 5, 2021 regular meeting.
ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP-Aye)

IV. CONSENT CALENDAR

- A. Agriculture Department:**
Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Noxious Weed Program. [Agmt 21-001]
ACTION: APPROVED CONSENT CALENDAR AS PRESENTED (DV, RF, JN, RV, CP-Aye)

V. REGULAR AGENDA ITEMS

- A. Department of Public Health – Edward Hill/Clarissa Ravelo**
Consider approving Amendment III to Region 5 IMPACT Hub Partnership Agreement retroactive from July 1, 2020 to June 30, 2021. [Agmt 21-002]
ACTION: APPROVED AS PRESENTED (DV, RF, CP-Aye, JN, RV-No)
- B. Administration – Rebecca Campbell/Domingo Cruz**
Public Works – Dominic Tyburski
Consider approving the plans and specifications, and authorize advertising the Senate Bill 81 Round Two Juvenile Center remodel project on January 12, 2021.
ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP-Aye)
- C. Administration – Rebecca Campbell**
County Counsel – Lee Burdick
Consider approving the permanent assignment of 150 acre-feet of State Water Project water currently allocated under the Agreement Between the County of Kings and Sandridge Partners for the Acquisition and Management of SWP Entitlement, Agreement No. 05-069 (dated June 28, 2005) from Sandridge to the Kings County Community Services District.
ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP-Aye)
- D. Administration – Rebecca Campbell/Domingo Cruz**
1. Consider appointing one member to the Kings County Water Commission.
ACTION: APPROVED AS PRESENTED (JN, DV, RV, RF, CP-Aye)
 2. Consider appointing two members to the San Joaquin Valley Unified Air Pollution Control District Citizens Advisory Committee.
ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP-Aye)
 3. Consider appointing five members to the Kings Early Education Planning Council.
ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP-Aye)
 4. Consider approving the 2021 Board and Committee Assignments.
ACTION: APPROVED AS PRESENTED (DV, RV, JN, RF, CP-Aye)
 5. Consider approving the Five-Year Impact Fee Report prepared by David Taussig and Associates, Inc. to continue collecting the fees at the building permit stage of development.
ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP-Aye)



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

1. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Consider an amendment to the face-covering policy to match the new employee COVID-19 protocols.

THE BOARD RECEIVED AN UPDATE AND APPROVED THE AMENDMENT TO THE FACE-COVERING POLICY (RV, CP, JN-AYE, DV,RF-NO)

VI. 10:00 AM PUBLIC HEARING

A. Community Development Agency – Greg Gatzka

1. a. Hold a public hearing regarding proposed Ordinance No. 668-2-20 to consider proposed Ordinance No. 668-2-20 addressing the Jackson Ranch Specific Plan; and
- b. Consider introducing and waiving the first reading of the Ordinance.

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

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

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).

Supervisor Valle thanked staff for their help on his private swearing in on January 5, 2021 and stated that he wished the Board would have discussed the mask policy to get more clarification so that they could have gotten a 5/0 vote and how the vote will be perceived. He thanked Public Health Director Ed Hill and his staff for their focus on the vaccine rollout.

Supervisor Pedersen stated that when there is State law set you have to clarify policy to stay in line.

Clerk to the Board, Catherine Venturella thanked Melanie Curtis, Deputy Clerk to the Board for her 5+ years of service to Kings County and all the projects she spearheaded during her tenure and wished her the best of luck in her new adventure in the private sector. The Board members thanked Melanie for her service to the County.

Deputy Clerk to the Board, Melanie Curtis thanked everyone for their kind words and stated that she truly enjoyed her time working for the Board of Supervisors and the people of Kings County.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **None**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Administration - COVID-19 update, Public Hearing – County Road Commissioner, Proclamation School Choice Week and BSCC Coronavirus supplemental funding grant for tech upgrades in the jail; Agriculture Department – Coop Agreement with the CA Dept. of Food & Ag for the County’s Asian Citrus Psyllid Detection Program, and Fire – Acceptance of the Homeland Security Grant and Acceptance of the Emergency Management Performance Grant.**



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

IX. ADJOURNMENT

The January 19, 2021 meeting has been cancelled due to the observance of Martin Luther King, Jr. Day. The next regularly scheduled meeting will be held on Tuesday, January 26, 2021, at 9:00 a.m.

<i>FUTURE MEETINGS AND EVENTS</i>		
January 19	-	Regular Meeting Cancelled due to observance of Martin Luther King Jr. Day on January 18, 2021
January 26	9:00 AM	Regular Meeting
February 2	9:00 AM	Regular Meeting
February 9	9:00 AM	Regular Meeting
February 16	-	Regular Meeting Cancelled due to observance of President's Day on February 15, 2021
February 23	9:00 AM	Regular Meeting
March 2	9:00 AM	Regular Meeting
March 9	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Administration –Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: APPROVING THE ISSUANCE OF UP TO \$30,000,000 OF EXEMPT FACILITY BONDS TO FINANCE AND/OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING PROJECT KNOWN AS MAISON’S PALMDALE APARTMENTS

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986. The TEFRA hearing was held on January 26, 2021.

Recommendation:

Adopt a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for Maison’s Palmdale LP.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF UP TO \$30,000,000 OF EXEMPT FACILITY BONDS TO FINANCE AND/OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING PROJECT KNOWN AS MAISON'S PALMDALE APARTMENTS

January 26, 2021

Page 2 of 2

public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

Maison's Palmdale LP (the "Borrower") has requested that CalPFA issue exempt facility bonds in an amount not to exceed \$30,000,000 to finance and/or refinance the acquisition and construction of a multifamily rental housing project located at 65th Street East and East Avenue S in Palmdale, California (the "Project").

A public hearing was held for this Project on January 26, 2021. The Board has been asked to approve the issuance of the obligations as the host governmental unit.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by Beverly. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MAISON’S PALMDALE APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO _____ / RESOLUTION NO. _____

WHEREAS, Maison’s Palmdale LP or a partnership of which Ravello Holdings, Inc. (the “Developer”) or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$30,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 65th Street East and East Avenue S (APN 3024-054-002 through 3024-054-060), Palmdale, California (the “Project”); and

WHEREAS, the Project is located within the City of Palmdale; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the “County”) and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of _____, 20___, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 20__.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

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

SUMMARY:

Overview:

The Agricultural Commissioner–Sealer provides services in cooperation with the California Department of Food and Agriculture for detection and trapping of the Asian Citrus Psyllid. This agreement continues the County's Asian Citrus Psyllid Detection Program, which expired on September 30, 2020.

Recommendation:

Approve a Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program retroactive from October 1, 2020 through September 30, 2021.

Fiscal Impact:

Revenues of \$99,714 for this program are included in the FY 2020-2021 adopted budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner deploys and services insect traps according to State protocols established by this agreement to protect Kings County agriculture and the public from the introduction of the Asian Citrus Psyllid, a vector of Huanglongbing also known as HLB or citrus greening disease, a devastating disease of citrus trees. The term of this agreement is from October 1, 2020 through September 30, 2021. This is an ongoing program; however, the current fiscal year agreement was not offered to Kings County until December 15, 2020, the work plan to produce this agreement was submitted on time August 25, 2020 by the Kings County Department of Agriculture. 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 _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

20-0709-005-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: October 1, 2020 through September 30, 2021

3. The maximum amount of this Agreement is: \$99,714.00

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

EXHIBIT A**PRIME AWARD INFORMATION**

Federal Agency:	United States Department of Agriculture, Animal & Plant Health Inspection Service, Plant Protection & Quarantine
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	Plant & Animal Disease, Pest Control & Animal Care 10.025
Amount Awarded to CDFA:	\$Pending
Effective Dates for CDFA:	October 1, 2020 through September 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 shall place and service traps for the detection of the Asian Citrus Psyllid to prevent a major threat to the citrus industry in California. Food and Agricultural Code 403, 2276.5, and 2283.

Project Title: Asian Citrus Psyllid - Detection Trapping

2. The Managers for this Agreement are:

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

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Preetika Pratap	Name:	
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	
Address:	2800 Gateway Oaks Drives	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-403-6630	Phone:	
Email Address:	preetika.pratap@cdfa.ca.gov	Email Address:	

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

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

4. RECIPIENT: Please check appropriate box below:

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

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

5. **Recipient Commitments**

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

6. **Performance and Assurances**

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

7. **Mutual Liability**

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

8. **Property Damage**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

9. **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.

10. **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.

11. **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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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, pandemics, or similar occurrences.

17. Suspension of Payments

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

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

18. 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.

19. 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.

20. 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.

21. 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.

22. Reporting Requirements

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

23. Equipment

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

24. 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.

25. Confidential and Public Records

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

26. Amendments

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

27. Plant Protection Act Memorandum of Understanding

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

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

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

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

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID (ACP) DETECTION TRAPPING

Section 1

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

- A. Provide all yellow panel traps, trap parts, and handouts.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian citrus psyllid (ACP) Trapping Guidelines FY 2020-2021 (ACPTG). The current version of the ACPTG is provided along with this Agreement and the ITG is available from the Citrus Division District Manager.
- D. Provide annual training programs for county trapping supervisors.
- E. Provide training to trappers as needed.
- F. Conduct quality control (QC) inspections of the county trapping program via.
- G. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Program Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available at <http://www.cdfa.ca.gov/plant/peir>.

Section 2

The County Agricultural Commissioner shall:

- A. Hire and train personnel.
- B. Provide and maintain trapping vehicles.
 - 1. Purchase supplies such as zip lock bags, sharpie markers, paper clips, etc.
 - 2. Procure shipping supplies including boxes.
- C. Ensure that supervisors attend training provided by the CDFA State Entomologist, Dr. Beucke (kyle.beucke@cdfa.ca.gov) and/or the Citrus Division District Manager.

-
- D. Ensure that all trapping activities conform to the current version of the ITG and the ACPTG, except as noted below.
1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
 2. Should there be a discrepancy between the ITG and the Scope of Work or ACPTG, the Scope of Work or ACPTG shall supersede the ITG.
- E. Place and service the specified number of each trap type as indicated on the Trapping Hours/Year Worksheet (THYW) (Form 66-223).
- F. Place traps at the beginning of the season start date of October 1, 2020. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2021.
- G. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and Geographic Information System layers based on the STG are available at <http://maps.cdfa.ca.gov/TrapBooks>.
1. The naming convention for the STG is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or sub-grid, trap type, and an intra-quint or intra-sub-grid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-18-ACP1 is in grid EV241, sub-grid 18, trap type is ACP, and it is designated as number “1” ACP trap within that sub-grid.
 2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement and servicing dates, as appropriate. The following information must be indicated on each ACP trap:
 - a. Complete trap number, placement date, and trapper's initials on the reverse side of the trap when placing; note any additional servicing dates on outside non-sticky margins.
- H. Ensure that Global Positioning System (GPS) coordinates are recorded for all trap sites using North American Datum of 1983 (NAD83) in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps when they are relocated.

-
- I. Ensure that all ACP detection traps are serviced monthly, and all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPTG for guidance), from October 1, 2020 through September 30, 2021, unless determined otherwise by the Citrus Division District Manager.
 - J. Ensure that all traps removed from the field are sent to the CDFA Screening Facility located in Visalia, California as detailed in the ACPTG.

CDFA Screening Facility
345 E. Tulare Street, Suite M
Visalia, CA 93277
Attention: Elizabeth Zavala
Phone: 559-636-7410

- K. Participate in new delimitation activities if requested to do so by the CDFA.
- L. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A partially completed Attachment 1 - Tiering Strategy Checklist (Checklist) template is included with this Agreement and is available from the Citrus Division District Manager. A blank Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the Checklist prior to conducting trapping activities and submit the Checklist with the Agreement. When the Agreement ends, a copy of the Checklist is to be signed and dated by the Project Leader and emailed to the Citrus Division County Contracts Coordinator, currently Preetika Pratap (preetika.pratap@cdfa.ca.gov), to signify that the PEIR requirements were implemented.
- M. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the Citrus Division District Manager or designee conducting the QC inspection. All DTS forms must be kept on file, for review by the CDFA Audits Office, for three years. This form is available from the Citrus Division District Manager.
- N. Complete the Monthly Detection Activity Report Form (formerly, the Pest Detection Report Number One (Form 66-035)), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not

count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice. This form is available from the Citrus Division District Manager.

- O. Provide one set of trapping records for all traps. This set may either be a "Trap Book" or an electronic record and shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation and removal.
- P. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- Q. Maintain county wall maps with numbered square mile grids based upon the STG, depicting the density of all currently deployed traps.
- R. Allow state detection personnel and/or federal officers to perform QC inspections on all ACP trap lines with a 48-hour notice.
- S. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.
- T. Submit suspect ACP samples to the Plant Pest Diagnostics Center in Sacramento, California via the most expeditious method, not later than 24-hours after the initial identification. See **Submitting Specimens for Identification** in the ACPTG.

Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832
Phone: 916-262-1100

- U. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).
- V. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for piggybacked traps.

- W. Submit invoices along with the Monthly Detection Activity Report Form monthly by postal mail or e-mail to the Citrus Division County Contracts Coordinator:

Preetika Pratap
CDFA, Citrus Division
1220 N Street
Sacramento, CA 95814
preetika.pratap@cdfa.ca.gov

1. Submit monthly invoices and corresponding Monthly Detection Activity Report Forms no later than (30 days) past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Monthly Detection Activity Report Form is submitted with the invoice.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed and will be returned to the county for re-submission.
3. Only authorized charges matching the Financial Plan will be reimbursed; for example - salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
4. A sample invoice is included with this Agreement and is available from the Citrus Division District Manager. The county may use this form or submit their own invoice, but the invoice must contain the following:
 - a. County name
 - b. Remit to address
 - c. Date of submittal
 - d. Invoice number
 - e. Agreement name
 - f. Agreement number
 - g. Billing period
 - h. Allowable itemized charges as listed on the Financial Plan:
 - i. Employee salaries. The following information must be included in the invoice: employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Monthly Detection Activity Report Form. Invoices received without an accurate Monthly Detection Activity Report Form will not be paid.
 - ii. Vehicle expenses. The following information must be included in the invoice: vehicle license plate number (or unique identifying number),

driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.

5. Payment of the invoice is contingent upon submission of the Monthly Detection Activity Report Form, and compliance with the required information as listed in items three and four above.
6. All invoices, including any invoice amendments, must be received within (30 days) of the expiration date of the Agreement. Invoices received more than (30 days) after expiration of the Agreement will not be paid.
7. All invoices without a signature block must be submitted as either an Excel or PDF file. If submitting via PDF, the file must be clear and legible without any dark highlights. Invoices that are illegible will not be paid. All illegible invoices will be returned to the county for re-submission.
 - a. Invoices with a signature block must be signed and the original mailed to the Citrus Division County Contracts Coordinator, as listed in item X.
8. Payment will be made monthly, in arrears, upon receipt of the Monthly Detection Activity Report Form and approval of the invoice.
9. Please note that CDFA cannot reimburse for more than the total Agreement

**Asian Citrus Psyllid Trapping Guidelines (ACPTG)
Fiscal Years 2020-2021 and 2021-2022**

1. Trapping Season - Begins no earlier than October 1, 2020 and ends no later than September 30, 2021 unless otherwise provided by the Program.
2. Trapping Locations
 - a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions.
 - b. Conduct delimitation trapping on any type of property with hosts (includes commercial agriculture).
 - c. Conduct commercial trapping in commercial citrus groves only.
 - d. If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the Citrus Division District Manager prior to placement of these traps for approval.
 - e. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the Citrus Division District Manager.
3. Trap Density - Traps shall be placed at the following densities. For detection traps, the Citrus Division District Manager will provide the appropriate number for each county within the ranges noted below.
 - a. Detection traps placed at five to 16 traps per square mile.
 - b. Delimitation traps placed at 50 traps per square mile in four-square miles centered on the detection location (i.e., one-mile radius from detection location).
 - c. Commercial traps placed at one trap per 40 acres.
4. Inspection Frequency (see item on page 3 below for screening procedure)
 - a. Detection Trapping – inspect and remove traps monthly for screening.
 - b. Delimitation Trapping – inspect and remove traps weekly for the first month for screening, then monthly for 11 more months (12 months total). Remove all traps at 12 months after the last detection.
 - c. Commercial Trapping – inspect and remove traps every two weeks for screening.
5. Trap - The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.
6. Attractant - The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.

7. Hosts - Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. **Do not place traps in non-host trees.**
8. Trap Numbering
 - a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type Asian citrus psyllid (ACP) and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
 - b. Write the trap number, date of deployment, and trapper's initials on an interior non-sticky side of the trap body. It is easiest to do this before the trap is opened for deployment. Note any additional servicing dates on outside non-sticky margins.
9. Trap Assembly - Assemble the trap by pulling it open, exposing the yellow sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).
10. Trap Placement and GPS
 - a. Follow the parameters for ACP trap placement in the ITG.
 - b. All sites trapped must have Global Positioning System (GPS) coordinates recorded using North American Datum of 1983 (NAD83) in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). If there are more than 6 digits, truncate (cut off) the additional digits. **Do not round up or down.** Record the GPS reading on the trap data card. New GPS points must be recorded when traps are relocated.
11. Trap Relocation
 - a. Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet.
 - b. When relocating, always use a new trap. Submit all removed traps to a qualified county screener or the CDFA screening facility (see item 14 below for screening procedure). GPS the new site and document the new GPS coordinates on the trap card.
 - i. Detection Trapping – Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.
 - ii. Delimitation Trapping – Relocate in consultation with the Citrus Division District Manager.

- iii. Commercial Trapping – Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

12. Trap Replacement

- a. Replace traps monthly.
- b. Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

13. Screening of Traps - **All traps removed from the field must be screened for ACP before being discarded.**

- a. CDFA maintains a screening facility in Visalia, California for screening (address is below). Shipment costs for sending traps will be reimbursed by CDFA.
- b. Boxes sent to Visalia must have the county written on the outside of the box, so as to allow the screening facility to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete an electronic Pest and Damage Record (e-PDR).
- c. Visalia Screening Facility address and contact information:

CDFA Screening Facility
345 E. Tulare Street, Suite M
Visalia, CA 93277
Attention: Elizabeth Zavala
Phone: 559-636-7410

- d. Alternately, counties may instead elect to have a qualified county staff member perform the screening, with pre-approval from the Citrus Division District Manager.

14. Submitting Specimens for Identification

- a. If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect ACP(s) should be collected and returned to the county office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- b. Immediately contact the Citrus Division District Manager.
- c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California as efficiently and quickly as possible, but not longer than 24-hours.

-
- d. If the suspect insect is alive on the trap place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!
 - e. Mailing address to submit specimens:

Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832

- f. All suspect specimens should be submitted along with Form 65-020, the e-PDR. The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.
- g. Notify the Citrus Division District Manager and the State Entomologist, Dr. Beucke at kyle.beucke@cdfa.ca.gov prior to sending the suspect specimens. CDFA will notify the PPDC of when to expect the specimen, the e-PDR number, and instructions on testing, if applicable.

Attachment 1 - Tiering Strategy Checklist

Start Date:	October 1, 2020
Project Leader:	
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of Kings. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

Part B

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

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

Part C

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

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	September 30, 2021

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

County	Month	Year

Activity	Number	Hours
Yellow Panel Traps - Detection		
Placed		
Serviced		
Relocated		
Removed		
Total Detection Traps in Operation	0	
Detection Trapping Hours		
Placed		
Serviced		
Relocated		
Removed		
Total Grove Traps in Operation	0	
Grove Trapping Hours		
Yellow Panel Traps - Delimitation		
Placed		
Serviced		
Relocated		
Removed		
Total Delimitation Traps in Operation	0	
Delimitation Trapping Hours		
Public		
Contact		
Miscellaneous		
Miles		
Admin Support		
Reporting		
Training		
Miscellaneous Hours		0

Trap Commitment Number		
Total Traps Operation	0	
Total Miles Driven	0	
Total Month Hours		0

TRAPPING HOURS/YEAR WORKSHEET

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

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETECTION												
DELIMITATION												
COMMERCIAL												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
Detection	300	x	9.00	=	2,700
Delimitation		x	9.00	=	0
Commercial		x	19.50	=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
Total:					2,700

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

DETECTION:	2,700 (A)	÷	2.78 (B)	=	971.22 (C)	x 1.1 (10%)	1,068.35 (D)
DELIMITATION:	0 (A)	÷	 (B)	=	0 (C)	x 1.1 (10%)	0.00 (D)
COMMERCIAL:	0 (A)	÷	 (B)	=	0 (C)	x 1.1 (10%)	0.00 (D)
					TOTAL:		1,068.35

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

TRAPPING HOURS/YEAR WORKSHEET

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

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETECTION												
DELIMITATION												
COMMERCIAL												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
Detection	300	x	3.00	=	900
Delimitation		x	3.00	=	0
Commercial		x	6.50	=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
Total:					900

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

ACP TOTAL:	900	÷	<input type="text" value="2.78"/>	=	323.74	x 1.1 (10%)	356.12
	(A)		(B)		(C)		(D)
ACP TOTAL:	0	÷	<input type="text"/>	=	0	x 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
ACP TOTAL:	0	÷	<input type="text"/>	=	0	x 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
TOTAL:							356.12

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

INVOICE

10/2019

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

Invoice Number:
 Date:
 Agreement Number:
 Billing Period:

A. PERSONNEL

<u>SALARY - Detection Trappers</u>		<u>HOURLY RATE</u>		
	<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>w/o BENEFITS</u>
1			0.00	\$0.00
2			0.00	\$0.00
3			0.00	\$0.00
4			0.00	\$0.00
5			0.00	\$0.00
6			0.00	\$0.00
7			0.00	\$0.00
8			0.00	\$0.00
9			0.00	\$0.00
10			0.00	\$0.00
11			0.00	\$0.00
12			0.00	\$0.00
13			0.00	\$0.00
14			0.00	\$0.00
15			0.00	\$0.00
			SALARY SUBTOTAL:	
			\$0.00	

	<u>BENEFIT</u>	<u>SALARY</u>	<u>BENEFIT</u>
	<u>RATE %</u>		<u>COST</u>
1	64.0000%	\$0.00	\$0.00
2	51.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
			BENEFIT SUBTOTAL:
			\$0.00

<u>SALARY - Non-Detection</u>		<u>HOURLY RATE</u>		
	<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>w/o BENEFITS</u>
1			0.50	\$0.00
2			0.00	\$0.00
3			0.00	\$0.00
4			0.00	\$0.00
5			0.00	\$0.00
6			0.00	\$0.00
7			0.00	\$0.00
8			0.00	\$0.00
9			0.00	\$0.00
10			0.00	\$0.00
11			0.00	\$0.00
12			0.00	\$0.00
13			0.00	\$0.00
14			0.00	\$0.00
15			0.00	\$0.00
			SALARY SUBTOTAL:	
			\$0.00	

	<u>BENEFIT</u>	<u>SALARY</u>	<u>BENEFIT</u>
	<u>RATE %</u>		<u>COST</u>
1	44.0000%	\$0.00	\$0.00
2	67.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
			BENEFIT SUBTOTAL:
			\$0.00

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST*</u>

25 % Overhead (Not to exceed 25%)

\$0.00 \$0.00 \$0.00

TOTAL PERSONNEL COST: \$0.00

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

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

C. SUBCONTRACTOR TITLE

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

D. VEHICLE OPERATIONS

LICENSE #	OWNED BY (County or State)	MILEAGE PER MONTH	RATE*	COST
		0.00	\$0.580	\$0.00
		0.00	\$0.580	\$0.00
		0.00	\$0.580	\$0.00
		0.00	\$0.580	\$0.00
		0.00	\$0.580	\$0.00
		0.00	\$0.580	\$0.00
		0.00	\$0.580	\$0.00
		0.00	\$0.580	\$0.00
		0.00	\$0.000	\$0.00
		0.00	\$0.000	\$0.00
		0.00	\$0.000	\$0.00
		0.00	\$0.000	\$0.00
		0.00	\$0.000	\$0.00
		0.00	\$0.000	\$0.00
		0.00	\$0.000	\$0.00
		0.00	\$0.000	\$0.00
		0.00	\$0.000	\$0.00
STATE/COUNTY VEHICLE SUBTOTAL:				\$0.00

* Mileage rates: County vehicle = Not to exceed \$0.58 per mile. Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
 State-owned vehicle = \$0.285 per mile.

LICENSE #	LEASED	LEASE RATE	MILEAGE PER MONTH	RATE*	COST
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
		\$0.00	0.00	\$0.285	\$0.00
LEASED VEHICLE SUBTOTAL:					\$0.00

TOTAL TRANSPORTATION COST: \$0.00

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

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

TOTAL MONTHLY INVOICE: \$0.00

COMMENTS:

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

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag & Standards Inspector	Ag & Standards Inspector	8.00	72.50	580.00
2	Ag & Standards Aide	Ag & Standards Aide	8.00	61.00	488.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
11			0.00	0.00	0.00
12			0.00	0.00	0.00
13			0.00	0.00	0.00
14			0.00	0.00	0.00
15			0.00	0.00	0.00
Subtotal:					1,068.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag & Standards Inspector	Ag & Standards Inspector	\$34.20	580.00	\$19,836.00
2	Ag & Standards Aide	Ag & Standards Aide	\$20.38	488.00	\$9,945.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
6			\$0.00	0.00	\$0.00
7			\$0.00	0.00	\$0.00
8			\$0.00	0.00	\$0.00
9			\$0.00	0.00	\$0.00
10			\$0.00	0.00	\$0.00
11			\$0.00	0.00	\$0.00
12			\$0.00	0.00	\$0.00
13			\$0.00	0.00	\$0.00
14			\$0.00	0.00	\$0.00
15			\$0.00	0.00	\$0.00
Subtotal:					\$29,781.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag & Standards Inspector	Ag & Standards Inspector	40.0000%	\$19,836.00	\$7,934.00
2	Ag & Standards Aide	Ag & Standards Aide	40.0000%	\$9,945.00	\$3,978.00
3			0.0000%	\$0.00	\$0.00
4			0.0000%	\$0.00	\$0.00
5			0.0000%	\$0.00	\$0.00
6			0.0000%	\$0.00	\$0.00
7			0.0000%	\$0.00	\$0.00
8			0.0000%	\$0.00	\$0.00
9			0.0000%	\$0.00	\$0.00
10			0.0000%	\$0.00	\$0.00
11			0.0000%	\$0.00	\$0.00
12			0.0000%	\$0.00	\$0.00
13			0.0000%	\$0.00	\$0.00
14			0.0000%	\$0.00	\$0.00
15			0.0000%	\$0.00	\$0.00
Subtotal:					\$11,912.00

DETECTION STAFF SUBTOTAL: \$41,693.00

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	8.00	10.00	80.00
2	Clerical	Clerical	5.00	10.00	50.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	9.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
Subtotal:					130.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	\$43.87	80.00	\$3,510.00
2	Clerical	Clerical	\$26.40	50.00	\$1,320.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
6			\$0.00	0.00	\$0.00

7	\$0.00	0.00	\$0.00
8	\$0.00	0.00	\$0.00
9	\$0.00	0.00	\$0.00
10	\$0.00	0.00	\$0.00
Subtotal:			\$4,830.00

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Ag Commissioner-Sealer	40.0000%	\$3,510.00	\$1,404.00
2	Clerical	40.0000%	\$1,320.00	\$528.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
Subtotal:				\$1,932.00

NON-DETECTION STAFF SUBTOTAL: \$6,762.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$34,611.00	\$13,844.00	\$12,114.00
TOTAL PERSONNEL COST : \$60,569.00		

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

Description	COST
1 Office Supplies	\$97.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST: \$97.00	

C. SUBCONTRACTOR

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

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	9.00	2065.00	\$0.580	\$10,779.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$10,779.00	

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

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

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

FY 2020-21 ACP Trapping Cost: \$71,445.00

FY 2020-21 & 21-22 ACP Trapping Total Cost: \$99,714.00

COMMENTS:

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

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag & Standards Inspector	Ag & Standards Inspector	8.00	36.50	292.00
2	Ag & Standards Aide	Ag & Standards Aide	8.00	8.00	64.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
11			0.00	0.00	0.00
12			0.00	0.00	0.00
13			0.00	0.00	0.00
14			0.00	0.00	0.00
15			0.00	0.00	0.00
Subtotal:					356.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag & Standards Inspector	Ag & Standards Inspector	\$34.20	292.00	\$9,986.00
2	Ag & Standards Aide	Ag & Standards Aide	\$20.38	64.00	\$1,304.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
6			\$0.00	0.00	\$0.00
7			\$0.00	0.00	\$0.00
8			\$0.00	0.00	\$0.00
9			\$0.00	0.00	\$0.00
10			\$0.00	0.00	\$0.00
11			\$0.00	0.00	\$0.00
12			\$0.00	0.00	\$0.00
13			\$0.00	0.00	\$0.00
14			\$0.00	0.00	\$0.00
15			\$0.00	0.00	\$0.00
Subtotal:					\$11,290.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag & Standards Inspector	Ag & Standards Inspector	40.0000%	\$9,986.00	\$3,994.00
2	Ag & Standards Aide	Ag & Standards Aide	40.0000%	\$1,304.00	\$522.00
3			0.0000%	\$0.00	\$0.00
4			0.0000%	\$0.00	\$0.00
5			0.0000%	\$0.00	\$0.00
6			0.0000%	\$0.00	\$0.00
7			0.0000%	\$0.00	\$0.00
8			0.0000%	\$0.00	\$0.00
9			0.0000%	\$0.00	\$0.00
10			0.0000%	\$0.00	\$0.00
11			0.0000%	\$0.00	\$0.00
12			0.0000%	\$0.00	\$0.00
13			0.0000%	\$0.00	\$0.00
14			0.0000%	\$0.00	\$0.00
15			0.0000%	\$0.00	\$0.00
Subtotal:					\$4,516.00

DETECTION STAFF SUBTOTAL: \$15,806.00

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	8.00	5.00	40.00
2	Clerical	Clerical	8.00	5.00	40.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
Subtotal:					80.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	\$43.87	40.00	\$1,755.00
2	Clerical	Clerical	\$26.40	40.00	\$1,056.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
6			\$0.00	0.00	\$0.00

7	\$0.00	0.00	\$0.00
8	\$0.00	0.00	\$0.00
9	\$0.00	0.00	\$0.00
10	\$0.00	0.00	\$0.00
Subtotal:			\$2,811.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	40.0000%	\$1,755.00	\$702.00
2	Clerical	Clerical	40.0000%	\$1,056.00	\$422.00
3			0.0000%	\$0.00	\$0.00
4			0.0000%	\$0.00	\$0.00
5			0.0000%	\$0.00	\$0.00
6			0.0000%	\$0.00	\$0.00
7			0.0000%	\$0.00	\$0.00
8			0.0000%	\$0.00	\$0.00
9			0.0000%	\$0.00	\$0.00
10			0.0000%	\$0.00	\$0.00
Subtotal:					\$1,124.00

NON-DETECTION STAFF SUBTOTAL: \$3,935.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$14,101.00	\$5,640.00	\$4,935.00
TOTAL PERSONNEL COST: \$24,676.00		

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

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

C. SUBCONTRACTOR

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

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	3.00	2065.00	\$0.580	\$3,593.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	\$0.285	\$0.00	
VEHICLE COST TOTAL:				\$3,593.00	

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

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

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

FY 2021-22 ACP Trapping Cost: \$28,269.00

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 January 26, 2021

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: ACCEPTANCE OF THE FISCAL YEAR 2020-2021 HOMELAND SECURITY GRANT

SUMMARY:

Overview:

The State Homeland Security Grant Program (SHSGP) is awarded by the California Governor’s Office of Emergency Services (Cal OES) through the Department of Homeland Security to Operational Areas throughout the State. The grant supports local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. This is an annual grant, which funds Homeland Security related activities for first responder agencies within the King County Operational Area.

Recommendation:

- a. Authorize the Fire Department to accept the Fiscal Year 2020 State Homeland Security Grant; and
- b. Authorize the County Fire Chief to sign all grant documents.

Fiscal Impact:

This year’s 2020 State Homeland Security Grant allocation to the County is for \$232,680, and was included in the Adopted Fiscal Year 2020-2021 Budget in Budget Unit 242000. The grant is a reimbursement grant. Approximately \$146,100 of the total allocation will be distributed among County agencies, while the remainder of \$86,580 is to be distributed among the municipal public safety partners. All purchases will be executed by the respective sub-recipient agencies awarded by the Kings County Approval Authority, and those agencies will provide the Kings County Fire Department with an invoice. The Fire Department will invoice the State, and then track the expenditures and reimbursements. Payments from Cal OES are to be paid within 30 to 45 days after receiving invoices.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ACCEPTANCE OF THE FISCAL YEAR 2020 HOMELAND SECURITY GRANT

January 26, 2021

Page 2 of 2

BACKGROUND:

This grant is offered by Cal OES to assist local first response agencies to purchase the needed equipment, training, and services that would be required in responding to a terrorist activity. This year's requests included funding to the City of Hanford, City of Lemoore, Kings County Sheriff's Office, Kings County District Attorney's Office, and the Kings County Fire Department. The project awarded to the City of Hanford will provide twenty portable radios for the Hanford Fire Department volunteer firefighters. The project awarded to the City of Lemoore will provide the Lemoore Volunteer Fire Department with seven new self contained breathing apparatus units. The project for the Kings County Sheriff's Office will provide a mini caliber special weapons and tactics robot for their deputy assigned to the Central Valley Regional Bomb Squad. The project for the Kings County District Attorney's Office will provide sixteen portable radios for the District Attorney investigators. The project for the Kings County Fire Department will provide twenty portable radios for firefighters. The Office of Emergency Services Division of Fire has a project for funding the 5% allowable management and administration costs for administering the grant.

The Kings County State Homeland Security Grant application was executed and agreed to by the Approval Authority representatives from the City of Corcoran Police Department, City of Hanford Fire Department, as well as the Sheriff's Office, and the County Health and Fire Departments. The performance period for the Fiscal Year 2020-2021 Homeland Security Grant Program is September 1, 2020 through May 31, 2023. The governing body resolution for this grant was approved on September 22, 2020 with Kings County Resolution #20-066.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: ACCEPTANCE OF THE FISCAL YEAR 2020-2021 EMERGENCY
MANAGEMENT PERFORMANCE GRANT

SUMMARY:

Overview:

The purpose of the Emergency Management Performance Grant (EMPG) is to support comprehensive emergency management efforts at the local level and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards the County might face. Funds provided under the EMPG must be used to support activities that improve the Operational Area's ability to prevent, prepare for, mitigate, respond to, and recover from emergencies and disasters, whether natural or man-made.

Recommendation:

- a. Authorize the Fire Department to accept the Fiscal Year 2020-2021 Emergency Management Performance Grant; and
- b. Authorize the County Fire Chief to sign all grant documents.

Fiscal Impact:

The total allocation for Fiscal Year 2020-2021 is \$155,927 and is already included in the County's Adopted budget. This grant requires a dollar for dollar cash match, which has been allocated from a County General Fund contribution for this fiscal year. The grant allocation and cash match will result in a combined program total of \$311,854 for Fiscal Year 2020-2021. The EMPG is a reimbursable grant, and all expenditures are to be administered by the Kings County Office of Emergency Services and funded through Budget Unit 243000. A reimbursement request will be sent to the California Governor's Office of Emergency Services (Cal-OES) for review and the Kings County Office of Emergency Services will process approval and reimbursement funds.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ACCEPTANCE OF THE FISCAL YEAR 2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT

January 26, 2021

Page 2 of 2

BACKGROUND:

The EMPG Program plays an important role in the implementation of emergency preparedness nationally by supporting the building, sustainment, and delivery of core capabilities essential to achieving a secure and resilient nation. The program provides funding for an all hazards approach to emergency response.

Kings County receives EMPG funding each year from Cal-OES, the pass through state entity awarded by the Department of Homeland Security, for performing tasks to improve disaster preparedness, mitigation, response, and recovery efforts within the Kings County Operational Area. Activities include working with community partners for planning efforts, participating in and hosting trainings and exercises to assure responders' skills are kept up-to-date, and revising the County's mitigation and response plans when needed.

In Fiscal Year 2019-2020, the EMPG program funded salary for two positions in the Office of Emergency Services. Additional program expenses included operating costs such as communication services, and other related expenses associated with operating and sustaining the office and grant procured equipment as well as the Operational Area (OA) Emergency Operations Center (EOC). A plotter printer was purchased for the EOC, and a forklift was purchased to assist with the maintenance of emergency equipment and supplies.

Planned activities for Fiscal Year 2020-2021 include the continued salaries and operating expenses for two personnel working in the program as well as the maintenance of the EOC and grant procured equipment. Other planned activities include the purchase of a logistical support trailer for distributing equipment and supplies throughout the operational area as well as the installation of a roll up door of the OES warehouse space located next to Fire Administration. Additionally, upgrades to the Emergency Operations Center information technology equipment will be executed.

The Fiscal Year 2020-2021 EMPG performance period is July 1, 2020 through June 30, 2022, which has changed from a 12 month to a 24-month performance period to allow more project time to execute them. The governing body resolution for this grant was approved on September 22, 2020 with Kings County Resolution #20-066.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Department of Public Health – Ed Hill / Nancy Gerking
SUBJECT: AGREEMENT WITH WEST HILLS COMMUNITY COLLEGE DISTRICT
SUMMARY:

Overview:

The County may use student health care workers to assist Licensed Staff as part of the Novel Coronavirus 2019 (COVID-19) emergency response efforts through an internship program conducted according to the obligations of each party.

Recommendation:

Approve an agreement with West Hills Community College District to utilize interns during the Coronavirus 2019 emergency response efforts.

Fiscal Impact:

There is no impact to the General Fund. The County will not make any monetary payment to the Interns nor shall the College make any payments to the County. The Interns will receive academic credit for their service if they complete the academic requirements satisfactorily.

BACKGROUND:

On March 4, 2020, the State of California declared a State of Emergency due to the Novel Coronavirus 2019 (COVID-19). On March 17, 2020, the County proclaimed a local emergency pursuant to the Emergency Services Act (Gov. Code § 8630, *et seq.*) due to COVID-19. On March 17, 2020, the County's Health Officer declared a local health emergency pursuant to Health and Safety Code Section 101075, *et seq.*, due to COVID-19, which was ratified the same day by the County Board of Supervisors. The County requires outside nursing services to assist the county in its emergency response efforts. West Hills Community College has students in its nursing program that assist the County as interns with this need. It is to the mutual benefit of both

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH WEST HILLS COMMUNITY COLLEGE DISTRICT]

January 26, 2021

Page 2 of 2

parties that the Interns use the facilities of the County's Public Health Department to provide supervised emergency nursing services as part of their field experience and to aid the County in its response to COVID-19. The interns would be assisting with but not limited to mobile testing, vaccine administration, contact tracing, and case investigation. The term of the agreement is April 1, 2021 through March 30, 2022.

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

**AGREEMENT BETWEEN THE COUNTY OF KINGS
AND WEST HILLS COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into this ___ day of _____ by and between the County of Kings (“County”), a political subdivision of the State of California, and the West Hills College District (“College”) (collectively the “Parties”) with respect to the following recitals:

WHEREAS, on March 04, 2020, the State of California declared a State of Emergency due to the Novel Coronavirus (“COVID-19”);

WHEREAS, on March 17, 2020, the County proclaimed a local emergency pursuant to the Emergency Services Act (Gov. Code § 8630, *et seq.*) due to COVID-19;

WHEREAS, on March 17, 2020, the County’s Health Officer declared a local health emergency pursuant to Health and Safety Code Section 101075, *et seq.*, due to COVID-19, which declaration was ratified the same day by the County Board of Supervisors;

WHEREAS, the College has created a nursing program and such program requires clinical nursing experience for student interns (“Interns”) and the use of clinical facilities;

WHEREAS, the County has additional opportunities for Interns due to the County’s emergency response efforts;

WHEREAS, College wishes to partner with organizations and facilities where Interns can obtain the practical learning experience required in their course curriculum;

WHEREAS, the County’s Department of Public Health has the setting and facilities needed by College Interns to facilitate their practical learning experience; and

WHEREAS, it is to the benefit of the Interns to use the facilities of the County’s Department of Public Health to provide supervised emergency nursing services as part of their field experience..

NOW, THEREFORE, the Parties mutually agree as follows:

1. PROGRAM DESCRIPTION

The County may utilize Interns as part of its COVID-19 emergency response efforts through an internship program conducted according to the obligations of each party as set forth herein.

A. COUNTY OBLIGATIONS:

- i. The County shall accept Interns designated by College for a designated period of time for observational experience and supervised training. The length of the internships and the number of Interns shall be as agreed upon between the respective representatives of the Parties.
- ii. The County shall provide suitable practical experience situations as prescribed by College's curriculum and objectives. In no case shall Interns replace regular staff and shall not render patient/client care and/or services except as identified for educational value as part of a supervised program.
- iii. The County shall make no monetary payment to the Interns in compensation for their services, nor shall College make any payments to the County in compensation for Intern participation in the training program. College hereby represents that Interns will receive academic credit for their service, so long as Interns satisfactorily complete the academic requirements for such credit.
- iv. The County shall recommend to College the withdrawal of College Interns if: (1) the achievement, progress, adjustment or health of the Interns does not warrant a continuation at the County, or (2) the behavior of the Interns fails to conform to the applicable regulations of the County. The College will follow County's recommendation and withdraw Intern from County's service. The County shall assist College, if necessary, in implementing this recommendation.
- v. The County reserves the right, exercisable in its sole discretion after consultation with College, to exclude any Intern from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental.
- vi. The County shall maintain sufficient and qualified supervisory and staff personnel in the departments where Interns may be assigned for instruction and practice, recognizing that care of the patient is the primary legal responsibility and priority of the County.
- vii. The County shall permit Interns and instructors to use County's appropriate instructional materials and the County Health Department's educational resources by to provide an orientation for Interns and instructors new to the internship.
- viii. The County shall participate in evaluation of Intern performance only as agreed upon by instructor and College.

- ix. The County shall maintain County facilities used for the clinical experience in such a manner that said facilities shall conform to all requirements of applicable State boards and California law, except as to those requirements that have been or shall be waived or suspended in accordance with federal, State or local laws or orders issued in response to the COVID-19 emergency.
- x. The County shall assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the field coordinator.
- xi. The County shall provide instructors and Interns taking part in the field experience, whenever possible, with the following:
 - (1) A conference-type space suitably furnished for small groups
 - (2) A storage area for instructional materials
 - (3) Access for each instructor to the medical library
 - (4) A lecture room equipped with desks and chairs
 - (5) Field transportation, if appropriate
 - (6) Lockers for each instructor
 - (7) Other incidentals that may be mutually agreeable
- xii. The County shall provide emergency first aid for any Intern who becomes sick or injured by conditions arising out of or in the course of said Intern's participation in the clinical experience at the County. The County shall additionally provide medical examinations or other protective measures that may be required by the County in addition to the health examination provided by College.
- xiii. The County shall permit and encourage members of the resident staff and attending medical staff of the County to participate in the instructional phase of the clinical experience.
- xiv. The County shall permit designated personnel to attend meetings of College's Faculty, or any committee thereof, to coordinate the clinical experience program provided for under this Agreement.

B. COLLEGE OBLIGATIONS:

- i. College shall provide the County with an annual description of the internship program, curriculum, and objectives to be achieved at the County as well as information regarding the need for orientation of new instructors. College shall additionally provide the County with a list of names and phone numbers of instructor(s) and Interns.

- ii. College shall require all Interns to abide by the policies of the County while using its facilities. Interns shall be expected to conduct themselves in a professional manner, to wear appropriate attire, and to conform their appearance to the accepted standards of the County.
- iii. College shall prohibit the dissemination by any Intern of any documents acquired in connection with this Agreement without the approval of the County.
- iv. College shall be responsible for the instruction and supervision of Interns unless otherwise specifically arranged.
- v. College shall establish a rotational plan for the clinical experience by mutual agreement between the County's designated agent and the College's Coordinator or their duly authorized representative(s).
- vi. College shall supervise all instruction and clinical experience given at the County to the assigned Interns and provide the necessary instructors for the clinical experience program provided for under this Agreement.
- vii. College shall keep all attendance and academic records of Interns participating in the program.
- viii. College shall certify to County at the time each Intern first reports at County to participate in said program that said Intern will comply with the Health Plan for Students.
- ix. College shall require College's instructors to notify County staff in advance of:
 - (1) Student schedules.
 - (2) Placement of students in clinical assignments.
 - (3) Changes in clinical assignments.
- x. College shall, in consultation and coordination with the County's staff, arrange for periodic conferences between appropriate representatives of College and County to evaluate the clinical experience of the program.
- xi. College shall provide and be responsible for the care and control of the College's educational supplies, materials and equipment used for instruction during said program.
- xii. College shall distribute to each Intern, a statement that explains the hazards of drug abuse in the profession.

2. TERM

- A. This Agreement shall be in full force and effect for one, (1) year and shall commence on April 1, 2021, and shall terminate on March 31, 2022, unless otherwise terminated in accordance with these terms.
- B. This Agreement may be extended by mutual consent of the Parties in increments of up to one (1) year increments as the emergency persists.

3. INDEPENDENT CONTRACTOR

Colleges, together with its Interns, are independent contractors and not agents, officers or employees of County. The Parties mutually understand and agree that this Agreement is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association as between the Parties.

4. INDEMNIFICATION

- A. The Parties agree to abide by all applicable professional standards of care while performing under this Agreement and, to the fullest extent permitted by law, shall indemnify, defend, and hold each other harmless, including 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 the indemnifying party is responsible for such damages, liabilities, and costs on a comparative basis of fault between College and County in the performance of professional services under this Agreement. The indemnifying party shall not be obligated to defend or indemnify the other for the other'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, each party shall indemnify, defend, and hold the other harmless, including any and all of its Board members, officials, employees, 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, any act, omission, fault or negligence, whether active or passive, by the indemnified party or by any individual or entity for which the indemnified party is legally liable, including, but not limited to, officers,

agents, employees, or Interns of College.

- C. This indemnification above specifically includes any claims that may be 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 act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that either party may have under law or this Agreement.

5. INSURANCE

- A. Without limiting County's right to obtain indemnification from College or any third parties, prior to commencement of work, College and each Intern shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Certificate of Endorsement from West Hills College insurance guaranteeing such coverage to County prior to the County's signing of this Agreement. In the event College or Intern 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. The policy limits set forth, below, are subject to modification on a case-by-case basis upon the concurrence of the County's Risk Management.
 - i. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. 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.
 - ii. 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.

- iii. Workers Compensation. Statutory coverage, if and as required under the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
 - iv. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering the College'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 the County's Risk Manager.
 - C. Each of the above-required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policies. No cancellation provisions in the insurance policies shall be construed in derogation of the continuing duty of the College to furnish insurance during the term of this Agreement.

6. COMPLIANCE WITH LAW

- A. Each party shall comply with all federal, State and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350, *et seq.*, regarding a drug-free workplace and all health and safety standards set forth by the State of California and County.
- B. Each party and any participating Intern shall comply with all State and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act ("HIPAA") and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit A**.

7. CONFIDENTIALITY

During the term of this Agreement, College and College's Interns may have access to information that is confidential or proprietary in nature. Neither College nor Interns shall use County confidential information for any purpose other than carrying out their obligations under this Agreement. College shall prevent unauthorized disclosure of any County confidential information. College shall promptly transmit to County all requests for disclosure of County confidential information. This provision shall survive the termination, expiration or cancellation of the Agreement.

8. TERMINATION

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

- A. Either party shall have the right to terminate this Agreement at any time by giving the other party sixty (60) days prior written notice specifying the date of termination. However, any such termination by the County shall not be effective, at the election of College, as to any Intern who at the date of mailing of said notice by the County was participating in the internship program until such Intern has completed the program for the then academic year. The County may terminate this Agreement immediately if College fails to perform the covenants herein at the time and in the manner herein provided.
- B. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by College, nor to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any report of pre-termination contract activities.
- C. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default, which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

9. 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:

Kings County Health Department
Attn: Nichole Fisher
Nursing Division Manager of
Nursing & Community Services
330 Campus Drive
Hanford, California 93230

COLLEGE:

West Hills Community College District
Attn: Dr. Richard Storti
Deputy Chancellor
275 Phelps Ave
Coalinga, California 93210

10. ASSIGNMENT

College shall not assign this Agreement, or any part thereof, without the prior written consent of the County.

11. RECORDS AND INSPECTIONS

College agrees to make available upon reasonable notice to the County, 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 College's place of business, or other mutually agreeable location in California. College agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

12. CONFLICT OF INTEREST

College agrees that all reasonable efforts shall be taken to ensure that no conflict of interest exists between its officers, agents or employees in the performance required under this Agreement. College shall prevent employees, consultants or members of governing bodies from using their position for purposes that are, or give the appearance of, being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

13. NON-DISCRIMINATION

In performing under this Agreement, College shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation.

14. USE OF COUNTY PROPERTY

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

15. SEVERABILITY

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

16. INTEGRATION; CONTRIBUTION OF BOTH PARTIES; IMAGED AGREEMENT

- A. 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 the Parties acknowledge there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.
- B. The Parties agree that each has had an opportunity to review this Agreement and to 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.
- C. 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.

17. FORUM

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 that Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Each party hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to another county or other venue any action arising out of this Agreement.

18. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

19. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, epidemic, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

20. OWNERSHIP OF DOCUMENTS

The County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by the County or upon completion of the work pursuant to this Agreement. The County's reuse of any such materials on any project other than the project for which they were originally intended shall be at the County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

21. NO THIRD PARTY BENEFICIARIES

Unless otherwise specifically stated within this Agreement, the County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

22. ADA COMPLIANCE

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

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

23. NO THIRD PARTY BENEFICIARIES

Unless otherwise specifically stated within this Agreement, the County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

24. ELECTRONIC SIGNATURES

The Parties agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

25. AUTHORITY

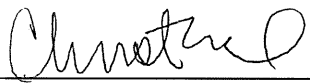
Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the party to which its signature represents.

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

COUNTY OF KINGS

WEST HILLS COMMUNITY COLLEGE DISTRICT

By: _____
Craig Pedersen, Chairman

By:  _____
~~Joseph Chesmore, Director Fiscal Services~~
Christine Alcaraz

ATTEST:

By: _____
Catherine Venturella, Clerk to the Board

By:  _____
Richard Storti, Deputy Chancellor

APPROVED AND ENDORSED:

WEST HILLS COLLEGE LEMOORE

By: _____
Sande Huddleston, Risk Manager

By:  _____
Kristi Clark, President/Designee

APPROVED AS TO FORM:
COUNTY COUNSEL


By:  _____
Cindy Crose Kliever, Deputy County Counsel

Exhibit A
HIPAA Business Associate Exhibit

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to West Hills Community College District (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, West Hills Community College District as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

1) **Use and Disclose for Management and Administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Purpose of Business Associate.** The Business Associate will provide Interns for the County's Department of Public Health.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

- i. What data elements were involved and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings
Administration
Attn: Rebecca Campbell, CAO – HIPAA compliance officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. Obligations of County.

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business

Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor

release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. **Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit B

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

Kings County Grievance Procedure under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

Exhibit B

County of Kings

2016 ADA Self-Evaluation

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

2014-2-434 [99311]

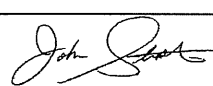
ADMINISTRATOR: Keenan & Associates 1732 North First Street, Suite 100 San Jose, CA 95112 408-441-0754 www.keenan.com	LICENSE # 0451271 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW. ENTITIES AFFORDING COVERAGE: ENTITY A: Statewide Association of Community Colleges ENTITY B: Protected Insurance Program for Schools ENTITY C: ENTITY D: ENTITY E:
COVERED PARTY: West Hills Community College District 275 Phelps Avenue Coalinga CA 92310	

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	SWC 01503-11	7/1/2020 7/1/2021	\$ 5,000	\$ 2,000,000 COMBINED SINGLE LIMIT EACH OCCURRENCE
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 01503-11	7/1/2020 7/1/2021	\$ 5,000	\$ 1,000,000 COMBINED SINGLE LIMIT EACH OCCURRENCE
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SWC 01503-11	7/1/2020 7/1/2021	\$ 5,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC 01503-11	7/1/2020 7/1/2021	\$ 5,000	\$ 1,000,000 EACH OCCURRENCE
B	WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00072-11	7/1/2020 7/1/2021	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to Agreement between the County of Kings and West Hills Community College District for use facilities by students enrolled in the nursing program for clinical experience throughout the current coverage period. ***Workers' Compensation Waiver of Subrogation Applies***

 \$5,000,000 annual aggregate, as required by contract

CERTIFICATE HOLDER: Kings County Health Department Attn: Nichole Fisher Nursing Division Manager of Nursing & Community Services 330 Campus Drive 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 <div style="text-align: right;">  John Stephens AUTHORIZED REPRESENTATIVE </div>
---	--

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
West Hills Community College District	SWC 01503-11	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Kings County Health Department
Attn: Nichole Fisher
Nursing Division Manager of
Nursing & Community Services
330 Campus Drive
Hanford CA 93230

As Respects:

As respects to Agreement between the County of Kings and West Hills Community College District for use facilities by students enrolled in the nursing program for clinical experience throughout the current coverage period. ***Workers' Compensation Waiver of Subrogation Applies*** \$5,000,000 annual aggregate, as required by contract

The County and its officers, employees and agents are named as additional covered parties.



Authorized Representative

Issue Date: 1/13/2021



PIPS Waiver of Our Right to Recover From Others Endorsement

Covered Party		Endorsement Number	
West Hills Community College		128	
Memorandum of Coverage #	Memorandum of Coverage Period	Effective Date of Endorsement	
PIPS7211	7/1/2020 - 7/1/2021	7/1/2020	12:01 AM
Issued By (Name of Entity)			
Protected Insurance Program for Schools			

Workers' Compensation and Employers' Liability Policy

This endorsement applies only to the coverage provided by the Memorandum of Coverage. We have the right to recover our payments from anyone liable for an injury covered by this Memorandum of Coverage. We will not enforce our right against the person or organization name in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

Schedule

Specific Waiver - Name of Person or Organization:

Kings County Health Department
 330 Campus Drive
 Hanford, CA 93230

Operations:

As respects to Agreement between the County of Kings and West Hills CCD for use of facilities by students enrolled in the nursing program for clinical experience throughout the current coverage period. \$5,000,000 annual aggregate as required by contract.

Contribution:

There is no contribution charged for this endorsement.

Authorized Agent

Keenan
Associates

License #0451271

Confidential Client Use Only

CERTIFICATE OF COVERAGE

Issue Date
1/13/2021

ADMINISTRATOR: LICENSE # 0451271
Keenan & Associates
1732 North First Street, Suite 100
San Jose, CA 95112
408-441-0754
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
ENTITY A: Statewide Association of Community Colleges
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
West Hills Community College District
275 Phelps Avenue
Coalinga CA 92310

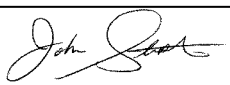
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [<input checked="" type="checkbox"/>] GENERAL LIABILITY [<input type="checkbox"/>] CLAIMS MADE [<input checked="" type="checkbox"/>] OCCURRENCE [<input checked="" type="checkbox"/>] GOVERNMENT CODES [<input checked="" type="checkbox"/>] ERRORS & OMISSIONS [<input type="checkbox"/>]	SWC 01503-11	7/1/2020 7/1/2021	\$ 5,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/>] ANY AUTO [<input checked="" type="checkbox"/>] HIRED AUTO [<input checked="" type="checkbox"/>] NON-OWNED AUTO [<input checked="" type="checkbox"/>] GARAGE LIABILITY [<input checked="" type="checkbox"/>] AUTO PHYSICAL DAMAGE	SWC 01503-11	7/1/2020 7/1/2021	\$ 5,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [<input checked="" type="checkbox"/>] ALL RISK [<input checked="" type="checkbox"/>] EXCLUDES EARTHQUAKE & FLOOD [<input type="checkbox"/>] BUILDER'S RISK	SWC 01503-11	7/1/2020 7/1/2021	\$ 5,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC 01503-11	7/1/2020 7/1/2021	\$ 5,000	\$ 1,000,000 EACH OCCURRENCE
B	WORKERS COMPENSATION [<input checked="" type="checkbox"/>] EMPLOYERS' LIABILITY	PIPS 00072-11	7/1/2020 7/1/2021	\$	[<input type="checkbox"/>] WC STATUTORY LIMITS [<input checked="" type="checkbox"/>] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [<input type="checkbox"/>] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
As respects to Agreement between the County of Kings and West Hills Community College District for use facilities by students enrolled in the nursing program for clinical experience throughout the current coverage period. ***Workers' Compensation Waiver of Subrogation Applies***
\$5,000,000 annual aggregate, as required by contract

CERTIFICATE HOLDER:
Kings County Health Department
Attn: Nichole Fisher
Nursing Division Manager of
Nursing & Community Services
330 Campus Drive
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


John Stephens
AUTHORIZED REPRESENTATIVE

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY West Hills Community College District	COVERAGE DOCUMENT SWC 01503-11	ADMINISTRATOR Keenan & Associates
--	-----------------------------------	--------------------------------------

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under “as respects” below.

Additional Covered Party:

Kings County Health Department
Attn: Nichole Fisher
Nursing Division Manager of
Nursing & Community Services
330 Campus Drive
Hanford CA 93230

As Respects:

As respects to Agreement between the County of Kings and West Hills Community College District for use facilities by students enrolled in the nursing program for clinical experience throughout the current coverage period. ***Workers' Compensation Waiver of Subrogation Applies*** \$5,000,000 annual aggregate, as required by contract

The County and its officers, employees and agents are named as additional covered parties.



Authorized Representative

Issue Date: 1/13/2021



PIPS Waiver of Our Right to Recover From Others Endorsement

Covered Party		Endorsement Number	
West Hills Community College		128	
Memorandum of Coverage #	Memorandum of Coverage Period	Effective Date of Endorsement	
PIPS7211	7/1/2020 - 7/1/2021	7/1/2020	12:01 AM
Issued By (Name of Entity)			
Protected Insurance Program for Schools			

Workers' Compensation and Employers' Liability Policy

This endorsement applies only to the coverage provided by the Memorandum of Coverage. We have the right to recover our payments from anyone liable for an injury covered by this Memorandum of Coverage. We will not enforce our right against the person or organization name in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

Schedule

Specific Waiver - Name of Person or Organization:

Kings County Health Department
 330 Campus Drive
 Hanford, CA 93230

Operations:

As respects to Agreement between the County of Kings and West Hills CCD for use of facilities by students enrolled in the nursing program for clinical experience throughout the current coverage period. \$5,000,000 annual aggregate as required by contract.

Contribution:

There is no contribution charged for this endorsement.

Authorized Agent



License #0451271

Confidential Client Use Only



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski

SUBJECT: IN-LIEU PARCEL MAP 20-01 DEDICATION

SUMMARY:

Overview:

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

Recommendation:

Accept the dedication for In-Lieu Parcel Map 20-01 (Manuel Dutra, Jr. and Theresa Cunha) into the County Maintained Mileage.

Fiscal Impact:

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

BACKGROUND:

The owners of the parcel to be subdivided, (Manuel Dutra, Jr. and Theresa Cunha as co-trustees of the Manuel M. Dutra and Elvera C. Dutra Revocable Living Trust) were required to dedicate additional right-of-way along the frontage of 16th Avenue as a condition of approval of this land division, to minimum 33 foot half-width required by the Improvement Standards. This land division, located on 16th Avenue south of Elder Avenue.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Public Works – Dominic Tyburski/Jim Henderson

SUBJECT: CONDENSING UNIT AND DIRECT EXPANSION COIL REPLACEMENT

SUMMARY:

Overview:

The Public Works Department recommends the County acquire the services of TRANE USA Building Services to replace the County's existing condensing unit and coil.

Recommendation:

Approve an Agreement with TRANE USA Building Services, for the replacement of the County's condensing unit and coil.

Fiscal Impact:

This project is included in the approved Fiscal Year 2020-2021 budget. Funds will be paid out of Capital Outlay Budget Unit 700000-070004/Account 94000. The amount of the contract is \$77,150.

BACKGROUND:

The Condensing Unit and Coil for the Kings County Central Services Building has a major refrigerant leak that is unrepairable. The existing system was installed in 1975 and has exceeded its life expectancy of 20 years. The existing system contains R-22 refrigerant, which was banned on January 1, 2020 by the Environmental Protection Agency (EPA). The new system will contain EPA approved R-410A refrigerant. Kings County Government Center Heating, Ventilation, and Air Conditioning (HVAC) systems are TRANE which Building Maintenance staff has received extensive training and is familiar with. As such, the County Purchasing Division has reviewed and approved to form a sole source justification. The work under this agreement includes equipment replacement, on site labor to install and connect the new equipment, and removal/disposal of existing equipment.

County Counsel has reviewed and approved this agreement as to form.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND TRANE U.S. TO
REPLACE THE CONDENSING UNIT AND DX COIL IN BUILDING 5**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Trane U.S., (hereinafter "Contractor").

RECITALS

WHEREAS, the County needs to replace the condensing unit and DX coil for Building 5 in the County Government Center; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit A**.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, the County may elect to cure the default and any expense incurred shall be

payable by the Contractor to the County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to the County for damages sustained by the County because of any breach of contract by the Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Without limiting the County's right to obtain indemnification from the Contractor or any third parties, prior to the commencement of work or execution of this Agreement, 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 the Contractor's Insurance Carrier guaranteeing such coverage to the County's Risk Manager. Such page shall be mailed or otherwise delivered as set forth under the Notice section of this Agreement prior to its execution. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend, or terminate this Agreement.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) 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 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 the 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 the Contractor's wrongful acts, errors and omissions, if applicable to the type of work being performed.

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

C. Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The 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.

9. INDEMNIFICATION

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

B. All Other Services: Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, 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, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against the

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 act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

Contractor understands and agrees that the work performed under this Agreement is subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof including registering with and submitting certified payrolls to the Department of Industrial Relations for compliance monitoring pursuant to Labor Code section 1725.5.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, Section 14 Nondiscrimination, and Section 24 ADA Compliance.]

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, epidemic, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by the County or upon completion of the work pursuant to this Agreement. The County's reuse of any such materials on any project other than the project for which they were originally intended shall be at the County's sole risk. No material

prepared in connection with the project shall be subject to copyright in the United States or in any other county.

19. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

COUNTY:
KINGS COUNTY PUBLIC WORKS
1400 W. LACEY BLVD
HANFORD, CA 93230
ATTN: JIM HENDERSON

CONTRACTOR:
TRANE U.S.
3026 N. BUSINESS PARK AVE.
FRESNO, CA 93727

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent, with read receipt acknowledgment; e) 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.

20. 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. The parties further agree this Agreement was entered into and will be performed in Kings County, thereby rendering Kings County as the appropriate venue for any action or proceeding in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

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

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES.

Unless otherwise specifically stated within this Agreement, the County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

24. ADA COMPLIANCE

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

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

25. ENTIRE AGREEMENT; COUNTERPARTS; 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 the County or Contractor other than those contained herein.

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

The parties agree that each party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms, and it is expressly agreed and understood 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.

26. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and 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

TRANE U.S.

By: _____
Craig Pedersen, Chairman

By: ^{*} Karen M. Campbell

*Note: Subject to your acceptance of Trane's Terms and Conditions as amended and as reference in Trane Proposal dated 10-26-2020 attached.

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

APPROVED AS TO FORM:
Lee Burdick, County Counsel

Sande Huddleston
Sande Huddleston

Carrie R. Woolley
Digitally signed by Carrie R. Woolley
Date: 2021.01.12 09:26:00 -08'00'
By: _____
Carrie R. Woolley, Assistant County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Kings County ADA Grievance Procedures

PL: 356311

EXHIBIT A - SCOPE OF WORK



Trane Proposal for Bldg. 5 Condensing Unit & DX Coil Replacement



Proposal For:
Kings County Government Center
1400 W. Lacey Blvd.
Hanford, CA 93230

Local Trane Office:
Trane U.S.
3026 N. Business Park Avenue
Fresno, CA 93727

Local Trane Representative:
Rami Mislih – Account Manager
Cell: (559) 840-7972

Richard Swank - Account Executive
Direct: (916) 577-1126

Proposal ID:
2817183 (rev1)

Date: October 26, 2020

OMNIA[®] | Public Sector
PARTNERS

Cooperative Quote 26-155220-20-001

Cooperative Contract: USC 15-JLP-023



TRANE PROPOSAL TO REPLACE BUILDING 5 TRANE CONDENSING UNIT & DX COIL

Executive Summary

Trane is pleased to present a solution to help Kings County reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Kings County to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers our replacement service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing our services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Kings County should expect from this project are highlighted below.

- New Trane RAUC40 (40-ton) condensing unit to replace existing Trane condensing unit
- New DX cooling coil installed into the existing Trane Air Handling unit in mezzanine
- New R410A refrigerant
- Five Year compressor warranty

Trane appreciates the opportunity to earn your business. This investment will provide Kings County with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Kings County for your HVAC replacement and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Rami Mislh – Account Manager
Cell: (559) 840-7972

Richard Swank - Account Executive
Direct: (916) 577-1126

Trane U.S.



Prepared For:

Kings County Government Center
1400 W. Lacey Blvd.
Hanford, CA 93230

Date:

October 26, 2020

Job Name:

Kings County Govt Center S-S

Proposal Number:

2817183 (rev1)

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:

Net 30

State Contractor License Number:

561796

Proposal Expiration Date:

30 Days

Scope of Work – Building 5 Condensing Unit & DX Coil Replacement

“Scope of Work” and notations within are based on the following negotiated scope of work with Kings County and are based on the site survey performed on 1-15-2020.

Kings County shall provide for the following:

1. Access to the site and work areas in and around the existing outdoor condensing unit and also at the indoor mezzanine air handling unit at Building 5.
2. Single point of contact for the work coordination.
3. Clearing of parking areas for crane rig work for removing and setting of the new condensing unit.
4. Assistance for equipment shutdown and advising building occupants of pending work and schedule.

Trane will provide for the following work:

1. The shutdown of the HVAC system condensing unit and air handling unit will occur on a pre-agreed Friday afternoon by 5 P.M. NOTE: There will be ‘no air conditioning’ from Friday at 5 P.M. until the Monday before 6 A.M.
2. We will safe-off (LOTO) and secure existing condensing unit and indoor air handling unit.
3. We will recover the existing R22 refrigerant and properly dispose of it. Refrigerant becomes property of Trane during this removal and disposal. The refrigerant lines will be flushed prior to any new equipment being installed.
4. We will disconnect the condensing unit refrigerant line connections at the underground locations at the unit and also disconnect the electrical at the condensing unit. Existing refrigerant underground lines will be re-used with the new unit and also the existing electrical conduit and wiring will be re-used.
5. We will crane rig remove the existing Trane condensing unit and properly dispose of it.
6. We will furnish and install one (1) new Trane RAUC40 condensing unit, 460-volt, 3-phase, R410A.
7. We will reconnect the new condensing unit to the existing electrical conduit and wiring and also re-connect the underground refrigerant lines to the new condensing unit.



8. We will remove the R22 DX refrigerant coil inside the existing Trane indoor air handling unit in the mezzanine mechanical room. A new R410A DX coil will be installed into the same air handling unit. New TXV valves and suction line filters will be installed. The existing refrigerant lines that run from the outdoor condensing unit to the indoor air handling unit are being re-used for this coil change.
9. The existing pneumatic controls will remain 'as is' at the indoor air handling unit. No changes to the electrical or controls are planned with this work. It has been presumed existing equipment is in good working order.
10. Once all refrigerant lines are re-connected and all work is secured, we will then pressure test the lines with nitrogen. After verifying no leaks, we will then pull a vacuum on the lines and thereafter charge the system with new R410A refrigerant.
11. Trane factory start-up procedures will occur once all electrical and refrigerant checks have been completed.
12. Upon start-up completion we will provide a one hour review of the completed work and operation.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (7am to 4pm, M-F, non-holidays), unless otherwise noted herein.
- Proposal does not include "Premium Time" or Price Contingency therefor, unless otherwise noted.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer.
- Existing electrical panels, circuit breakers, conduit and wiring feeding the outdoor condensing unit and indoor air handling unit are presumed in good working order and re-useable for connection to the new condensing unit.
- Any moving of vehicles for rigging area is by Kings County.
- Notifying building occupants of scheduled HVAC shutdown is by Kings County.
- We exclude any rental equipment or temporary cooling or heating equipment.
- Access to the mezzanine and ladder to area is required for installation of new DX coil.
- Any repairs to the existing indoor air handling unit are not included.
- Painting is not included, if needed.
- Existing concrete housekeeping pad at existing condensing unit is presumed to be re-used 'as is'.
- This proposal is valid for 30-days from date on this proposal.



Kings County Government Center
 1400 W. Lacey Blvd., Hanford, CA 93230
 "Replacement of Trane Condensing Unit & DX Coil" – Building 5

October 26, 2020

Pricing and Acceptance

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law)\$77,150.00

Financial items not included

- Bid Bond; Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

We appreciate the opportunity to work with Kings County for the replacement of the HVAC condensing unit & DX coil for Building 5. To move forward with the project we ask that you provide us with your purchase order and date/sign this proposal and return the documents to us. If we may answer any questions please contact us.

Respectfully submitted,

Rami Mislih – Account Manager (Cell: 559.840.7972

Richard Swank - Account Executive (Ph: 916.577.1126)

Trane U.S.

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Rami Mislih / Richard Swank	Rami's Cell: (559) 840-7972 Richard: (916) 577-1126 Proposal Date: October 26, 2020
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: 1066318



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. dba Trane.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. ~~If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company.~~ Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation. AW

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

7. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

9. **Completion.** ~~Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.~~ AW

10. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government. AW

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). ~~In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.~~ AW

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF**



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

~~**23. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.~~ AW

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. ~~Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued.~~ AW To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

COUNTY OF KINGS PURCHASING DEPARTMENT
SOLE SOURCE JUSTIFICATION

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.

1. Please check all applicable categories (a through d) below and provide additional information where indicated.

- a. The requested product is an integral repair part or compatible only with *existing* equipment

Existing Equipment
 Manufacturer/Model Number
 Age
 Current Estimated Value \$

*TRANE
 SYSTEM*

- b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.
- c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
- d. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.

Our Government Center HVAC system is Trane. This job has been competitively bid through OMWFA Public sector, Contract # USC 15-560-023

3. Was an evaluation of other equipment, products, or services completed? Yes No

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase. *Jim Henderson*

5. I certify that the above information is true and a signed copy of the Sole Source Justification Form will be kept on file and available for audit in my department. I further certify that myself, or anyone else participating in the decision to recommend this sole source purchase, do not have a personal or business relationship nor financial interest in the suggested vendor.

Signature

[Handwritten Signature]

Printed Name and Title

*Jim Henderson
 Bldg. maint. Superintendent*

Date

10-30-2020

Purchasing Manager: Approved as written _____ Rejected _____ Signed _____

[Signature]
 Evan Jones, Purchasing Manager

Exhibit B

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

Kings County Grievance Procedure under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

Exhibit B

County of Kings

2016 ADA Self-Evaluation

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Veterans Services Office - Scott Holwell/Codi Hicke

SUBJECT: FISCAL YEAR 2020-21 COUNTY SUBVENTION PROGRAM AND MEDI-CAL
COST AVOIDANCE PROGRAM CERTIFICATES OF COMPLIANCE

SUMMARY:

Overview:

As in years past, approval is required for the subvention allocation certification-forms from the California Department of Veteran's Affairs. This provides a process for a portion of the allocation made to the California Department of Veteran's Affairs by the federal government to come to local governments, in order to reimburse counties for some of the cost of operations of the local county veterans services office (CVSO).

Recommendation:

Authorize the Chairman to sign the Certificate of Compliance for the County Subvention Program and the Certificate of Compliance for the Medi-Cal Cost Avoidance Program with the California Department of Veteran's Affairs.

Fiscal Impact:

None. These funds are reflected in the FY 2020-2021 Kings County Proposed Budget, in Budget Unit 203100, Account 85053, in the amount of \$74,500. The funding source is federal funds, passed through the State General Fund, through allocation from the California Department of Veteran's Affairs.

BACKGROUND:

The Subvention Certificate of Compliance your Board is being asked to approve is in accordance with the State's charge to make contributions to counties toward compensation and expenses of their County Veterans Services Office, according to Military and Veterans Code Sections 972 and 972.1 (a State General Fund Expenditure) and Section 972.2 (a Special Fund Expenditure). In the form your Board also certifies that Kings County has appointed a veteran to serve as the local Veterans Service Officer according to California Code.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

FISCAL YEAR 2020-2021 COUNTY SUBVENTION PROGRAM AND MEDI-CAL COST AVOIDANCE PROGRAM CERTIFICATES OF COMPLIANCE

January 26, 2021

Page 2 of 2

This Officer will administer the provisions of the Military and Veterans Code. Claim processing duties and other functions of the office are enumerated. The requirement for an annual audit is stipulated. A special reference to the authority for the County Veterans Service Officer to actively participate in the Vehicle License Plate Program is mentioned in the required certificate.

The Medi-Cal Cost Avoidance Program again requires the County to have appointed a Veterans Service Officer. The Program authorized by Military and Veterans Code Section 972.5 is designed to benefit the Department of Health Services or realize cost avoidance to the Medi-Cal program. Eligibility Workers generate a Form MC-05 (Veterans Benefit Referral) indicating the applicant's Welfare Aid Code on the face of the form. All monies received under this agreement must be allocated to and spent on the salaries and expenses of the County Veterans Services Office.

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Medi-Cal Cost Avoidance Program Certificate of Compliance

Fiscal Year 2020/2021

_____ COUNTY

I Certify that _____ County has appointed a County Veterans Service Officer (CVSO) in compliance with California code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All Activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance for the current state fiscal year*.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE
AGENCY ATTACHMENTS IN VETPRO**

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS
Annual Subvention Certificate of Compliance
FISCAL YEAR 2020/2021

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that _____ County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that the current fiscal year proposed expenditures exceeds the actual fiscal year 1988-89 expenditures by at least, the full amount of the current annual allocation. I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY
ATTACHMENTS IN VETPRO**



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

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

SUBJECT: KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

SUMMARY:

Overview:

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

Recommendation:

Accept the report from Chemical Waste Management.

Fiscal Impact:

None.

BACKGROUND:

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Community Development Agency – Greg Gatzka

SUBJECT: ORDINANCE TO AMEND THE COUNTY OF KINGS DEVELOPMENT CODE BY ADOPTING TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

SUMMARY:

Overview:

On December 8, 2020, this Board adopted the Jackson Ranch Specific Plan as a part of the Kings County General Plan. Proposed Ordinance 668-2-20 will amend the County of Kings Development Code by adopting Development Code Text Change No. 668.16 and Change of Zone District Boundaries No. 20-01 to establish the development standards and land use regulations necessary to implement the Jackson Ranch Specific Plan. On January 12, 2021, this Board introduced the ordinance, held a public hearing, and waived the first reading.

Recommendation:

Adopt Ordinance No. 668-2-20, and waive the second reading for the Jackson Ranch Specific Plan.

Fiscal Impact:

None to the General Fund. The applicant covers the application and any extraordinary processing costs. On January 5, 2021, the Board adopted a new Specific Plan Conformance review fee as part of its Master Fee Schedule to cover County costs for future processing of new construction within the Specific Plan area. This fee is part of the Master Fee Update for 2020. Once the project is developed, the Jackson Ranch development is anticipated to generate increased property and sales tax generation for the County and contribute additional General Fund revenue.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ORDINANCE TO AMEND THE COUNTY OF KINGS DEVELOPMENT CODE BY ADOPTING TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

January 26, 2021

Page 2 of 6

Advisory Board Statement:

The Kings County Planning Commission, after receiving the staff report and holding a public hearing, adopted Resolution No. 20-11 on October 5, 2020 and recommends the Board adopt the Jackson Ranch Specific Plan and associated Development Code Text Change No. 668.16, and Change of Zone District Boundaries No. 20-01.

BACKGROUND:

The 2035 Kings County General Plan adopted on January 26, 2010, sets the County's land use goals, objectives and policies. The County has limited allowance for establishment of new areas for urban growth. One exception related to the County's economic growth strategy allows the creation of commercial and industrial uses along highway corridors and where services can be adequately provided. The segment of Interstate 5 through Kings County has only two interchange areas. One is at State Highway 41 in Kettleman City where highway commercial uses already exist, and the other location is an underutilized on-ramp/off-ramp area at Utica Avenue. This specific area is in an area that qualifies for the Federal Opportunity Zone designed to encourage job growth and investment through tax incentives over a ten-year period to businesses investing in the area. The County has encouraged development consideration at this location since the General Plan adoption, and has been working with property owners for the past several years. The Jackson Ranch Specific Plan (JRSP) proposal is the culmination of the applicant's efforts to provide a complete development proposal with provision of adequate services to the area to facilitate highway commercial development and other future growth expansion.

A Specific Plan is a different land use regulatory approach than the County's General Plan, Community Plans and Development Code as it establishes a framework of specific development policies, development standards, and design guidelines in establishing a more cohesive planned development approach for an entire project area. The JRSP is intended to shape development within the plan area through 2040 with a guiding vision defined by the plan. The JRSP will establish a Land Use Plan, Development Standards, administration for implementing the plan, and Design Guidelines. Three land use designations and one overlay designation are proposed and include Commercial Thoroughfare (CT-JR), Innovation Center (IC-JR), Specialty Agriculture (A-JR), and an Air Strip Overlay in the Specialty Agriculture area.

Under the JRSP, approximately 2.4 million square feet of commercial space is planned and designed around a full array of amenities as a rest stop and commercial hub along Interstate 5 that serves travelers. The plan encourages future growth and expansion through the creation of a variety of industrial and commercial uses that can centralize business operations along a midway point on Interstate 5 between Los Angeles and San Francisco. The first phase of development is the Commercial Thoroughfare consisting of 27.2 acres and envisioned as a transportation plaza providing food, lodging, amenities, and entertainment to both professional and leisure travelers along Interstate 5. The Innovation Center will allow future expansion and diversification on 114 acres through commercial office, light industrial, and other facilities. The remaining majority of the plan area will remain designated for agricultural uses on 267.8 acres providing greater opportunities for agricultural businesses, and have an airstrip overlay for future consideration.

Agenda Item

ORDINANCE TO AMEND THE COUNTY OF KINGS DEVELOPMENT CODE BY ADOPTING TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

January 26, 2021

Page 3 of 6

The Community Development Agency has the responsibility to administer and maintain the Kings County General Plan and Kings County Development Code. In consideration of the JRSP and in conducting an internal consistency review of the County's General Plan, the Development Code and Zone Districts, staff is proposing minor changes to the 2035 Kings County General Plan, Kings County Development Code Text, and Change of Zone District Boundaries. These changes are outlined below in the staff report and will incorporate the JRSP by reference into these documents and make minor changes to maintain consistency between all documents.

On December 8, 2020, this Board reviewed and considered the Jackson Ranch Specific Plan and approved the plan as part of General Plan Amendment No. 19-01. Proposed Ordinance 668-2-20 will establish the development standards and land use regulations necessary to implement the Jackson Ranch Specific Plan. On January 12, 2021, this Board introduced the ordinance and held a public hearing. The Board considered the Ordinance and waived the first reading. The ordinance is now being brought back to the Board for the second reading and for adoption consideration.

The proposed ordinance is attached and will make the following changes:

DEVELOPMENT CODE TEXT CHANGE

The Kings County Development Code must be amended to incorporate by reference the Jackson Ranch Specific Plan as it will serve to implement the specific plan area land use regulations. (Ordinance No. 668.16)

The following staff recommended changes are proposed:

1. TABLE OF CONTENTS

Amend the Table of Contents to add the underlined text.

Article 26	Jackson Ranch Specific Plan	§§2601	26-1
----------------------------	---	------------------------	----------------------

2. Article 1. Development Code Enactment, Applicability, General Provisions and Exceptions Section 102 Relationship to General Plan

On page 1-1 by changing the following text with underlined added text.

Sec. 102. Relationship to General Plan: This Development Code implements the goals and policies of the *2035 Kings County General Plan*. Any permit or approval issued in compliance with this Development Code shall be consistent with the General Plan and all specific plans. In any case where there is a conflict between this Development Code and the General Plan, the General Plan governs. [In relation to a specific plan area, the specific Plan regulations and standards apply.](#)

3. Article 1. Development Code Enactment, Applicability, General Provisions and Exceptions Section 107 Applicability of the Development Code

On page 1-4 by adding the following underlined text.

Agenda Item

ORDINANCE TO AMEND THE COUNTY OF KINGS DEVELOPMENT CODE BY ADOPTING TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

January 26, 2021

Page 4 of 6

H. Specific Plan: All development within a Specific Plan area shall comply with the requirements of this Development Code and the regulations and standards set forth in the relevant specific plan. Should there be an interpretive conflict between a specific plan and this Development Code, the specific plan takes precedence.

4. Article 2. Zoning Plan

Section 201 Adoption of Zoning Plan

On page 2-1 by changing the following text with underlined added text.

Sec. 201. Adoption of Zoning Plan: In order that comprehensive zoning regulations may be uniformly applied to all unincorporated territory with the adoption of this Development Code, an Official Zoning District Map is on file in the Kings County Community Development Agency office. The zoning plan divides the county into the separate zoning districts established by the Development Code text, consistent with the land use figures in the *2035 Kings County General Plan*.

The Zone Plan also maintains consistency with the four Community Plans and one Specific Plan adopted as part of or incorporated by reference in the General Plan. These include the Armona Community Plan, Home Garden Community Plan, Kettleman City Community Plan, Stratford Community Plan, and the Jackson Ranch Specific Plan.

5. Article 3. Establishment and Designation of Zoning Districts and Overlay Zones

On page 3-1 and 3-4 by changing the following text with underlined added text and adding Table 3-4.

Sections:

Sec. 301 - Zoning Districts

Sec. 302 - District Boundaries

Sec. 303 - Effect of District Regulations

Sec. 304 - Land Use Designation Equivalency

Sec. 305 - Overlay Zoning Districts

Sec. 306 – Jackson Ranch Specific Plan

Sec. 306. Jackson Ranch Specific Plan: The following Specific Plan Zone Districts are hereby established and incorporated in this Development Code by reference.

Table 3-4 Jackson Ranch Specific Plan Land Use

Agenda Item

ORDINANCE TO AMEND THE COUNTY OF KINGS DEVELOPMENT CODE BY ADOPTING TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

January 26, 2021

Page 5 of 6

Symbol	Agricultural District
A-JR	Specialty Agriculture (Air Strip Overlay allowance)
Commercial Districts	
CT-JR	Commercial Thoroughfare
IC-JR	Innovation Center

6. Add Article 26. Jackson Ranch Specific Plan and the following underlined text to incorporate the Jackson Ranch Specific Plan by reference.

Article 26. Jackson Ranch Specific Plan

Sections:

Sec. 2601 - The Jackson Ranch Specific Plan

Sec. 2601. Jackson Ranch Specific Plan Adoption. The Jackson Ranch Specific Plan is adopted as part of the Kings County Development Code by reference, and is incorporated in its entirety as Chapter 15 of the Kings County General Plan. As the Jackson Ranch Specific Plan serves as a land use policy document as well as applicable land use regulations and standards, the plan is adopted by Resolution for integration into the General Plan, as well as by Ordinance to serve as enforceable land use regulations and standards.

ZONE DISTRICT BOUNDARY CHANGE

The current zoning covering the entire plan area is zoned AG-40 (General Agriculture – 40 Acre min.). The Zone District Boundary must be changed to remove the AG-40 zone district and redefine the entire plan area as Jackson Ranch Specific Plan. The JRSP establishes three land use areas as defined on Figure 3.1 Land Use Plan on page 3-3 of the JRSP.

ENVIRONMENTAL REVIEW:

In conformance with the California Environmental Quality Act (CEQA), the County of Kings conducted an extensive environmental review of the Jackson Ranch Specific Plan. The environmental review process completed an Initial Study (IS)/Notice of Preparation (NOP) on August 29, 2019 with a public review period that concluded on September 29, 2019. The NOP was posted at the County of Kings Community Development Agency. Copies of the IS were also made available at County library branches in Armona, Corcoran, Hanford, Lemoore, Stratford, and Kettleman City. The County completed the scoping process where the public was invited to participate in providing comments from August 29, 2019 through September 29, 2019, and held a scoping meeting on September 18, 2019 at the Board of Supervisors Chambers.

Agenda Item

ORDINANCE TO AMEND THE COUNTY OF KINGS DEVELOPMENT CODE BY ADOPTING TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

January 26, 2021

Page 6 of 6

The Final Environmental Impact Report (FEIR) State Clearinghouse No. 2019080497 has been prepared in accordance with the CEQA as amended (Public Resources Code § 2100 et seq.) and CEQA Guidelines (California Code of Regulations § 15000 et seq.).

The FEIR contains responses to comments received on the DEIR for Jackson Ranch Specific Plan during the 45 day public review period, which began June 30, 2020, and closed August 14, 2020. The FEIR has been prepared in accordance with CEQA and the CEQA Guidelines and represents the independent judgement of the Lead Agency. This document and the circulated DEIR comprise the FEIR, in accordance with CEQA Guidelines, Section 15132.

The Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a program for monitoring mitigation measures as outlined in the Draft and Final Environmental Impact Reports for JRSP. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code and Kings County monitoring requirements. The MMRP serves to document compliance with adopted/certified mitigation measures that are formulated to minimize impacts associated with future development that would be accommodated by the JRSP.

A Statement of Overriding Considerations has been prepared to address significant and unavoidable impacts related to Air Quality, Greenhouse Gas Emissions, and Transportation.

The Kings County Board of Supervisors approved the Final EIR for the Jackson Ranch Specific Plan on December 8, 2020.

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

ORDINANCE NO. 668-2-20

AN ORDINANCE APPROVING THE JACKSON RANCH SPECIFIC PLAN; AMENDING ARTICLE 1, SECTIONS 102 AND 107, ARTICLE 2, SECTION 201, AND ARTICLE 3, SECTION 306 OF THE KINGS COUNTY DEVELOPMENT CODE TO IMPLEMENT THE JACKSON RANCH SPECIFIC PLAN; CHANGING THE BOUNDARIES OF CERTAIN ZONES AND THE ZONE DISTRICTS OF AFFECTED PROPERTIES IN ACCORDANCE WITH THE PROVISIONS OF THE DEVELOPMENT CODE, ORDINANCE NO. 668; AND AMENDING THE OFFICIAL KINGS COUNTY ZONE DISTRICT MAPS

The Board of Supervisors of the County of Kings, State of California ordains as follows:

SECTION 1. Findings and Declarations.

A) On December 8, 2020, the Board of Supervisors approved Resolution No. 20-077 thereby amending the 2035 Kings County General Plan to include the Jackson Ranch Specific Plan as Chapter 15.

B) The Board of Supervisors now desires to amend the Kings County Development Code, codified as Appendix A of the Kings County Code of Ordinances, to establish consistency between the Kings County General Plan, the Development Code and the Jackson Ranch Specific Plan by establishing land uses, development standards, administration for implementation, and design guidelines for the Jackson Ranch Specific Plan area.

C) The Board of Supervisors further desires to amend the Kings County Zoning District boundaries as necessary to achieve the objectives of the Kings County Development Code, and consistency with both the 2035 Kings County General Plan and the Jackson Ranch Specific Plan, and finds that the changes designated in Exhibit "A" are consistent with the purposes and intended application of the zone classifications.

D) The Board of Supervisors specifically finds that these actions and changes, including but not limited to changes to the Zoning District boundaries, are in the public interest,

SECTION 2. Development Code Text Change No. 668.16 is hereby approved and the following amendments and additions to the Kings County Development Code are hereby made:

A) That Table of Contents of the County of Kings Development Code is hereby amended to add the underlined text as follows:

<u>Article 26</u>	<u>Jackson Ranch Specific Plan</u>	<u>§§ 2601</u>	<u>26-1</u>
-------------------	------------------------------------	----------------	-------------

B) That Section 102 of the County of Kings Development Code is amended to add the underlined text and shall read as follows:

Sec. 102. Relationship to General Plan: This Development Code implements the goals and policies of the 2035 Kings County General Plan. Any permit or approval issued in compliance with this Development Code shall be consistent with the General Plan and all specific plans. In any case where there is a conflict between this Development Code and the General Plan, the General Plan governs.

In relation to a specific plan area, the specific plan regulations and standards apply.

- C) That Section 107 of the County of Kings Development Code is amended to add the underlined text and shall read as follows:

Sec. 107. Applicability of the Development Code:

A. Applicability to Property: This Development Code shall apply to the extent permitted by law to all property whether owned by private persons, firms, corporations, or organizations; by the United States of America or any of its agencies; by the State of California or any of its agencies or political subdivisions; by any County or City including the County of Kings or any of its agencies; or by any authority or public entity organized under the laws of the State of California; all subject to the exception of the following properties:

1. Public streets and alleys, except as described in Subdivision G of this Section
2. Underground utility lines and facilities
3. Underground communications lines
4. Overhead communications lines
5. Overhead electric distribution facilities, not to include overhead transmission lines, transmission substations and distribution substation
6. Railroad rights-of-way to the extent of 100 feet in width.

B. Compliance with Regulations: An existing land use is lawful only when it was legally established in compliance with all regulations applicable at the time the use was established and when it is operated and maintained in compliance with all applicable provisions of this Development Code. No land shall be used and no structures built or occupied except in compliance with the provisions of this Development Code.

C. Conflicting Regulations: Where conflict occurs with other County regulations or with state or federal laws, higher law shall control over lower law unless local variation is permitted. Where conflicting laws are of equal stature, the more specific provision shall control unless otherwise specified in this Development Code or in state or federal law. Where two conflicting laws are equally specific, the more recently enacted law controls.

D. Private Agreements: It is not intended that the requirements of this Code shall interfere with, repeal, abrogate or annul any easement, covenant, or other agreement that existed when this Development Code became effective. This Code applies to all land uses and development regardless of whether it imposes a greater or lesser restriction on the development or use of structures or land than an applicable private agreement or restriction, without affecting the applicability of any agreement or restriction. The County shall not enforce any private covenant or agreement unless it is a party to the covenant or agreement.

E. Conditional Zoning: This Development Code shall not interfere with, repeal, abrogate, or annul any Conditional Zoning Agreement established between the County and an applicant prior to the effective date of this Development Code.

F. Other Requirements May Still Apply: Nothing in this Development Code eliminates the need for obtaining any permit, approval or entitlement required by other provisions of the Code of Ordinances or complying with regulations of any city, county, regional, state or federal agency where applicable.

G. Certain Events in Public Rights-of-Way: Notwithstanding Subdivision A.1 of this Section, a temporary event held in any right-of-way in any subdivision, which right-of-way is open to the public and has been accepted on behalf of the public but not into the County maintained system pursuant to Streets and Highways Code section 941, shall require a temporary land use permit pursuant to Section 1107.G of this Development Code.

H. Applicability to Specific Plan: All development within a specific-plan area shall comply with the requirements of this Development Code and the regulations and standards set forth in the relevant specific plan. Should there be an interpretive conflict between a specific plan and this Development Code, the specific plan shall take precedence.

D) That Section 201 of the County of Kings Development Code is amended to add the underlined text and shall read as follows:

Sec. 201. Adoption of Zoning Plan: In order that comprehensive zoning regulations may be uniformly applied to all unincorporated territory with the adoption of this Development Code, an Official Zoning District Map is on file in the Kings County Community Development Agency office. The zoning plan divides the county into the separate zoning districts established by the Development Code text, consistent with the land use figures in the *2035 Kings County General Plan*.

The zoning plan also maintains consistency with the four community plans and one specific plan adopted as part of or incorporated by reference in the General Plan. These include the Armona Community Plan, Home Garden Community Plan, Kettleman City Community Plan, Stratford Community Plan, and the Jackson Ranch Specific Plan.

E) Article 3, Section 306 and Table 3-4 are hereby added to the County of Kings Development Code Article 3 with the text underlined below and shall read as follows:

Sections:

- Sec. 301 - Zoning Districts**
- Sec. 302 - District Boundaries**
- Sec. 303 - Effect of District Regulations**
- Sec. 304 - Land Use Designation Equivalency**
- Sec. 305 - Overlay Zoning Districts**
- Sec. 306 – Jackson Ranch Specific Plan**

Sec. 306. Jackson Ranch Specific Plan: The following specific plan zones are hereby established and incorporated in this Development Code by reference.

<u>Table 3-4 Jackson Ranch Specific Plan Land Use</u>	
<u>Symbol</u>	<u>Agricultural District</u>
<u>A-JR</u>	<u>Specialty Agriculture</u>
	<u>Commercial Districts</u>
<u>CT-JR</u>	<u>Commercial Thoroughfare</u>
<u>IC-JR</u>	<u>Innovation Center</u>

F) Article 26 is hereby added to the County of Kings Development Code with the underlined text and shall read as follows:

<u>Article 26. Jackson Ranch Specific Plan</u>

Sections:

Sec. 2601 - The Jackson Ranch Specific Plan

Sec. 2601. Jackson Ranch Specific Plan Adoption. The Jackson Ranch Specific Plan is adopted as part of the Kings County Development Code by reference, and is incorporated in its entirety as Chapter 15 of the Kings County General Plan. As the Jackson Ranch Specific Plan serves as a land use policy document as well as applicable land use regulations and standards, the plan is adopted by Resolution for integration into the General Plan, as well as by Ordinance to serve as enforceable land use regulations and standards.

SECTION 3. Zone District Boundary Change No. 20-01 is hereby approved which incorporates the following actions:

- A) The Board of Supervisors of the County of Kings finds that amendment of the Kings County Zone District Maps is required to achieve the objectives of the Kings County Development Code and consistency with both the 2035 Kings County General Plan and the Jackson Ranch Specific Plan, and that the changes designated in Exhibit “A” are consistent with the purposes and intended application of the zone classifications.
- B) All those portions of the unincorporated area of the County of Kings designated in Exhibit “A” of Change of Zone District Boundaries No. 20-01 which is attached hereto and fully incorporated by reference, are hereby adopted.
- C) The foregoing zone district changes shall be applied to official Kings County Zone District Maps.

SECTION 4. The Board of Supervisors of the County of Kings relies upon the Environmental Impact Report for the Jackson Ranch Specific Plan adopted by the Board on December 8, 2020, as the CEQA document for Development Code Text Change No. 668.16 and Change of Zone District Boundaries No. 20-01.

SECTION 5. This ordinance shall take effect and be in force thirty (30) days after its adoption, and before the expiration of fifteen (15) days after its passage, it shall be published once with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel, a newspaper of general circulation published in the County of Kings.

The foregoing ordinance was introduced at a regular meeting of this Board of Supervisors of the County of Kings held on January __, 2021, and was adopted at a regular meeting of the Board of Supervisors on January __, 2021, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSTAIN: SUPERVISORS
ABSENT: SUPERVISORS

Craig Pedersen, Chairman
Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this ___th day of January, 2021.

Catherine Venturella
Clerk of said Board of Supervisors

EXHIBIT “A”
General and Geographical Descriptions
Change of Zone District Boundaries No. 20-01

1. Zone Map No. 301

Jackson Ranch Specific Plan

General Agriculture (AG-40) to Commercial Thoroughfare (CT-JR) (Map Attachment)

General: A portion of Assessor Parcel Number 048-010-016, 048-010-018 and 048-020-030

Geographic

Description: All that portion of Section 15 and the East half of Section 16, Township 23 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the unincorporated area of the County of Kings, State of California, described as follows:

BEGINNING at the Northwest corner of Section 15; thence South 89°06'11" East, 83.50 feet along the North line of the Northwest quarter of said Section 15 to a point on the Northeasterly line of the land described per the deed recorded April 26, 2011 as Document No. 1107278, Kings County Records; thence South 83°19'30" East, 208.79 feet along said Northeasterly line to a point on the Southwesterly Right-of-Way line of the West Side Freeway I-5; thence along said Northeasterly line and Right-of-Way line, the following 3 courses:

1. South 64°06'26" East, 597.90 feet to a point on a tangent curve; thence
2. Southeasterly 242.23 feet along said tangent curve concave to the Southwest and having a radius of 600.00 feet, through a central angle of 23°07'54"; thence
3. South 40°58'32" East, 74.34; thence

South 48°25'24" West, 301.70 feet; thence North 41°34'39" West, 266.92 feet to the beginning of a tangent curve; thence Northwesterly, 126.62 feet along said tangent curve concave to the Southwest, having a radius of 322.00 feet, through a central angle of 22°31'46"; thence North 64°06'26" West, 176.54 feet; thence South 24°09'17" West, 325.30 feet; thence North 89°00'54" West, 1051.81 feet; thence North 0°14'49" West, 5.44 feet; thence North 0°00'00" West, 74.14 feet; thence North 88°45'13" West, 830.66 feet; thence North 1°04'14" East, 543.57 feet to a point on the North line of said Section 16; thence South 89°04'32" East, 1598.74 feet along said North line to the POINT of BEGINNING;

Containing an area of 30.82 acres, more or less.

2. Zone Map No. 301

Jackson Ranch Specific Plan

General Agriculture (AG-40) to Innovation Center (IC-JR) (Map Attachment)

General: A portion of Assessor Parcel Number 048-010-016, 048-010-018 and 048-020-030

Geographic

Description: All that portion of Sections 15 and 16, Township 23 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government

Township Plat thereof, in the unincorporated area of the County of Kings, State of California, described as follows:

COMMENCING at the Northwest corner of Section 15; thence South 89°06'11" East, 83.50 feet along the North line of the Northwest quarter of said Section 15 to a point on the Northeasterly line of the land described per the deed recorded April 26, 2011 as Document No. 1107278, Kings County Records; thence South 83°19'30" East, 208.79 feet along said Northeasterly line to a point on the Southwesterly Right-of-Way line of the West Side Freeway I-5; thence along said Northeasterly line and Right-of-Way line, the following 3 courses:

1. South 64°06'26" East, 597.90 feet to a point on a tangent curve; thence
2. Southeasterly 242.23 feet along said tangent curve concave to the Southwest and having a radius of 600.00 feet, through a central angle of 23°07'54"; thence
3. South 40°58'32" East, 74.34 to the TRUE POINT of BEGINNING of this description; thence continuing along said Northeasterly line and Right-of-Way line, the following 2 courses:

1. South 40°58'32" East, 810.84 feet continuing along said Northeasterly line; thence
2. South 39°14'08" East, 365.02 feet; thence

South 50°45'52" West, 1471.17 feet; thence North 88°59'03" West, 738.74 feet; thence North 89°40'30" West, 65.22 feet; thence North 89°05'57" West, 1306.41 feet; thence North 0°32'56" East, 1758.40 feet; thence South 88°45'13 East, 616.87 feet; thence South 0°00'00" East, 74.14 feet; thence South 0°14'49" East, 5.44 feet; thence South 89°00'54" East, 1051.81 feet; thence North 24°09'17" East, 325.30 feet; thence South 64°06'26" East, 176.54 feet to the beginning of a tangent curve; thence Southeasterly, 126.62 feet along said tangent curve concave to the Southwest, having a radius of 322.00 feet, through a central angle of 22°31'46"; thence South 41°34'39" East, 266.92; thence North 48°25'24" East, 301.70 feet to the TRUE POINT of BEGINNING;

Together with all that portion of said Section 16, described as follows:

COMMENCING at the Northwest corner of said Section 15; thence North 89°04'32" West 1598.74 feet along the North line of said Section 16 to the TRUE POINT of BEGINNING of this description; thence South 1°04'14" West, 543.57 feet; thence North 88°45'13" West, 982.02 feet; thence North 1°09'00" East, 538.05 feet to the North line of said Section 16; thence South 89°04'32" East, 981.28 feet to the TRUE POINT of BEGINNING;

Containing an area of 122.90 acres, more or less.

3. Zone Map No. 301

Jackson Ranch Specific Plan

General Agriculture (AG-40) to Specialty Agriculture (A-JR) (Map Attachment)

General: A portion of Assessor Parcel Number 048-010-016, 048-010-018 and 048-020-030

Geographic

Description: A portion of Sections 15 and 16, Township 23 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the unincorporated area of the County of Kings, State of California, described as follows:

The East half of Section 16 lying North and East of the California Aqueduct together with that portion of land beginning at the Northwest corner of Section 15, Township 23 South, Range 19 East MDBM; thence South $89^{\circ} 01' 11''$ East along the North line thereof a distance of 83.55 feet to a point on the Westerly Right of Way of Interstate 5; thence along said Right of Way the following courses;

- 1) South $83^{\circ} 21' 55''$ East 208.80 feet;
- 2) South $64^{\circ} 07' 50''$ East 598.02 feet;
- 3) thence along a 600 feet radius curve through a central angle of $23^{\circ} 07' 09''$, from a radius point which bears south $25^{\circ} 54' 28''$ West an arc length of 242.10 feet;
- 4) South $40^{\circ} 58' 35''$ East 885.28 feet;
- 5) South $39^{\circ} 14' 12''$ East 2473.14 feet;
- 6) North $88^{\circ} 58' 56''$ West 3219.54 feet to a point on the West line of said section; thence North $01^{\circ} 03' 04''$ East along said line a distance of 2959.98 feet to a point of beginning.

Excepting therefrom the following two described areas:

BEGINNING at the Northwest corner of Section 15; thence South $89^{\circ} 06' 11''$ East, 83.50 feet along the North line of the Northwest quarter of said Section 15 to a point on the Northeasterly line of the land described per the deed recorded April 26, 2011 as Document No. 1107278, Kings County Records; thence South $83^{\circ} 19' 30''$ East, 208.79 feet along said Northeasterly line to a point on the Southwesterly Right-of-Way line of the West Side Freeway I-5; thence along said Northeasterly line and Right-of-Way line, the following 3 courses:

1. South $64^{\circ} 06' 26''$ East, 597.90 feet to a point on a tangent curve; thence
2. Southeasterly 242.23 feet along said tangent curve concave to the Southwest and having a radius of 600.00 feet, through a central angle of $23^{\circ} 07' 54''$; thence
3. South $40^{\circ} 58' 32''$ East, 74.34; thence

South $48^{\circ} 25' 24''$ West, 301.70 feet; thence North $41^{\circ} 34' 39''$ West, 266.92 feet to the beginning of a tangent curve; thence Northwesterly, 126.62 feet along said tangent curve concave to the Southwest, having a radius of 322.00 feet, through a central angle of $22^{\circ} 31' 46''$; thence North $64^{\circ} 06' 26''$ West, 176.54 feet; thence South $24^{\circ} 09' 17''$ West, 325.30 feet; thence North $89^{\circ} 00' 54''$ West, 1051.81 feet; thence North $0^{\circ} 14' 49''$ West, 5.44 feet; thence North $0^{\circ} 00' 00''$ West, 74.14 feet; thence North $88^{\circ} 45' 13''$ West, 830.66 feet; thence North $1^{\circ} 04' 14''$ East, 543.57 feet to a point on the North line of said Section 16; thence South $89^{\circ} 04' 32''$ East, 1598.74 feet along said North line to the POINT of BEGINNING; and

COMMENCING at the Northwest corner of Section 15; thence South $89^{\circ} 06' 11''$ East, 83.50 feet along the North line of the Northwest quarter of said Section 15

to a point on the Northeasterly line of the land described per the deed recorded April 26, 2011 as Document No. 1107278, Kings County Records; thence South 83°19'30" East, 208.79 feet along said Northeasterly line to a point on the Southwesterly Right-of-Way line of the West Side Freeway I-5; thence along said Northeasterly line and Right-of-Way line, the following 3 courses:

1. South 64°06'26" East, 597.90 feet to a point on a tangent curve; thence
2. Southeasterly 242.23 feet along said tangent curve concave to the Southwest and having a radius of 600.00 feet, through a central angle of 23°07'54"; thence
3. South 40°58'32" East, 74.34 to the TRUE POINT of BEGINNING of this description; thence continuing along said Northeasterly line and Right-of-Way line, the following 2 courses:

1. South 40°58'32" East, 810.84 feet continuing along said Northeasterly line; thence
2. South 39°14'08" East, 365.02 feet; thence

South 50°45'52" West, 1471.17 feet; thence North 88°59'03" West, 738.74 feet; thence North 89°40'30" West, 65.22 feet; thence North 89°05'57" West, 1306.41 feet; thence North 0°32'56" East, 1758.40 feet; thence South 88°45'13 East, 616.87 feet; thence South 0°00'00" East, 74.14 feet; thence South 0°14'49" East, 5.44 feet; thence South 89°00'54" East, 1051.81 feet; thence North 24°09'17" East, 325.30 feet; thence South 64°06'26" East, 176.54 feet to the beginning of a tangent curve; thence Southeasterly, 126.62 feet along said tangent curve concave to the Southwest, having a radius of 322.00 feet, through a central angle of 22°31'46"; thence South 41°34'39" East, 266.92; thence North 48°25'24" East, 301.70 feet to the TRUE POINT of BEGINNING;

Together with all that portion of said Section 16, described as follows:

COMMENCING at the Northwest corner of said Section 15; thence North 89°04'32" West 1598.74 feet along the North line of said Section 16 to the TRUE POINT of BEGINNING of this description; thence South 1°04'14" West, 543.57 feet; thence North 88°45'13" West, 982.02 feet; thence North 1°09'00" East, 538.05 feet to the North line of said Section 16; thence South 89°04'32" East, 981.28 feet to the TRUE POINT of BEGINNING;

Containing an area of 261.40 acres, more or less.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 22, 2021

SUBMITTED BY: Administration – Rebecca Campbell/Kyria Martinez

SUBJECT: PROCLAMATION SCHOOL CHOICE WEEK

SUMMARY:

Overview:

National School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organization to raise awareness of the need for effective educational options. School choice is the process of allowing every family to choose the K-12 educational options that best fit their children. Every child is unique, and all children learn differently. Some children might succeed at the neighborhood public school, while others might fit in better at a charter, magnet, online, private or home learning environment.

Recommendation:

Adopt a Resolution recognizing January 24-30, 2021 as Kings County School Choice Week.

Fiscal Impact:

None.

BACKGROUND:

All children in Kings County should have access to the highest-quality education possible. Kings County recognizes the important role that an effective education plays in preparing all students to be successful adults.

National School Choice Week (NSCW) shines a spotlight on effective education options for children and is the world's largest celebration of opportunity in K-12 education. NSCW features tens of thousands of events and activities each January, which are independently planned by schools, homeschool groups, organizations, and individuals.

In addition, NSCW develops and provides helpful, practical school search resources to families on a year-round basis. In 2021, National School Choice Week's January celebrations will solely focus on projects and activities, not in-person events, as the U.S. fights the spread of COVID-19.

BOARD ACTION:

APPROVED AS RECOMMENDED: ___ OTHER: _____

I hereby certify that the above order was passed
and adopted on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF PROCLAIMING
JANUARY 24-30, 2021 AS SCHOOL
CHOICE WEEK IN KINGS COUNTY _____/

RESOLUTION NO. _____

WHEREAS, all children in Kings County should have access to the highest-quality education possible;

WHEREAS, Kings County recognizes the important role that an effective education plays in preparing all students in Kings County to be successful adults;

WHEREAS, quality education is critically important to the economic vitality of Kings County;

WHEREAS, Kings County is home to a multitude of high-quality public and non-public schools from which parents can choose for their children, in addition to families who educate their children in the home;

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community;

WHEREAS, Kings County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, "School Choice Week" is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the County of Kings Board of Supervisors does hereby proclaim January 24-30, 2021, as School Choice Week in Kings County.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the __ day of _____, 2021, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this __ day of _____, 2021.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Administration- Rebecca Campbell/Kyria Martinez

SUBJECT: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

SUMMARY:

Overview:

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency in California to help combat the spread of the Coronavirus (COVID-19). In support of these efforts, the Board of Community Corrections released a non-competitive, formula-based Request for Applications (RFA). Kings County Administration and various stakeholders have been collaborating on a grant proposal. The grant, if awarded, will fund efforts to enhance technology in the jail.

Recommendation:

Adopt a Resolution authorizing the County Administrative Officer to submit a Coronavirus Emergency Supplemental Funding Program application.

Fiscal Impact:

There is no impact to the County General Fund. If awarded, Kings County would receive approximately \$198,072 over the grant period, beginning March 1, 2021 and ending January 31, 2022.

BACKGROUND:

The Coronavirus Emergency Supplemental Funding Program is administered by the California Board of State and Community Corrections (BSCC) and its purpose is to fund approaches that prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates and detainees in state, local, and tribal

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

January 26, 2021

Page 2 of 2

prisons, jails, and detention centers. The due date of this application is February 1, 2021. The grant requires no match funding. However, there is a mandatory pass-through requirement to a community-based organization impacted by coronavirus in providing services in the county.

In order to apply, the Lead Agency, Administration, had to develop a Local Advisory Steering Committee that includes local stakeholders who have experience and expertise in the prospective programs. Since Administration has worked closely with another steering committee for the Edward Bryne Memorial Justice Assistant Grant (JAG) Program and had an existing advisory committee that already meets annually, Administration corresponded with the existing committee to participate in this grant's advisory committee process. The committee met on December 16, 2020 and unanimously recommended to upgrade technology equipment, this includes laptops, scheduling software, conferencing equipment, staff time control log in, and inmate welfare check equipment in the jail to reduce direct exposure risks to inmates and staff. This will also improve the technology equipment for inmates for their outside services, including court attendance, faith based activities, and social health services.

Additionally, the committee recommended the mandatory pass through organization be the Koinonia Church. Koinonia Church who was providing bible and curriculum to inmates and baptism services on Mondays, Tuesdays and Fridays. Unfortunately, when COVID-19 hit in the Spring of 2020, all services came to halt. Koinonia is not equipped to provide tele-services without the enhanced technologies. Koinonia will start providing services and serve as a resource for all surrounding faith based organizations to use the equipment to be able to provide services. Koinonia will reach out to other organizations to offer their new equipment.

The grant application is currently being drafted, and if your Board approves, staff will finalize the application and submit by February 1, 2021.

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

IN THE MATTER OF AUTHORIZING
THE SUBMITTAL OF A GRANT PROPOSAL
FOR CORONAVIRUS EMERGENCY
SUPPLEMENTAL FUNDING _____ /

RESOLUTION NO. _____

WHEREAS, the County of Kings (“County”) desires to participate in the Coronavirus Emergency Supplemental Funding (“CESF”) Program funding through the U.S. Department of Justice, Bureau of Justice Assistance, and administered by the Board of State and Community Corrections (“BSCC”).

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

1. County Administrative Officer Rebecca Campbell, or her designee, is authorized to submit a grant proposal for this funding and sign the Grant Agreement with BSCC, including any amendments thereof on behalf of the County;
2. Any grant funds received under the CESF Program shall not be used to supplant expenditures controlled by the Kings County Board of Supervisors; and
3. The County agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

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

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

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2021.

Catherine Venturella, Clerk
Board of Supervisor, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Administration – Rebecca Campbell
Department of Public Health – Edward Hill

SUBJECT: NOVEL CORONAVIRUS 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:

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.

Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

BACKGROUND:

A Novel Coronavirus (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
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS 2019 COUNTY UPDATE

January 26, 2021

Page 2 of 2

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 a vaccine for antiviral treatment of COVID-19, but supplies are very limited.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: STUDY SESSION – FIRE SERVICES REGIONALIZATION WITH THE CITY OF HANFORD

SUMMARY:

Overview:

This discussion will focus on considering the possibility of the regionalization of fire services between the City of Hanford Fire Department and Kings County Fire Department.

Recommendation:

Study Session to review opportunities for moving forward with regionalization of fire services with the City of Hanford.

Fiscal Impact:

No action will be taken with this study session, but fiscal impacts to the Fire Fund will be reviewed with the Board at a later date.

BACKGROUND:

Since 2015, the City of Hanford and the County of Kings have had an Automatic Aid Agreement for fire protection in order to facilitate an improvement in fire suppression capability. Prior to 2015, assistance was given and received through a Mutual Aid Agreement based on a physical request from the initiating agency. Both the Hanford Fire Department and the Kings County Fire Department annually provide 24 hour Fire Services utilizing paid professional personnel.

Additionally, both agencies experience difficulties placing adequate numbers of suppression and emergency response personnel on scene to effectively mitigate emergencies. While these services have been provided under agreements in the past, it is increasingly apparent that the regionalization of fire services could potentially provide an increase in capabilities and also reduce duplication of services. While this concept has been randomly discussed in the past, it has never been reviewed and studied thoroughly.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 26, 2021

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: PUBLIC HEARING – COUNTY ROAD COMMISSIONER

SUMMARY:

Overview:

The Director of Public Works may also serve as the County Road Commissioner. As required by the California Streets and Highways Code, the Board must conduct a public hearing on the qualifications of the candidate prior to the Road Commissioner's appointment. Notice for this public hearing was published on January 12, 2021.

Recommendation:

- a. Hold a public hearing to consider the qualifications of the Public Works Director, Dominic Tyburski, to serve as the County Road Commissioner; and
- b. Following the public hearing, appoint the Public Works Director, Dominic Tyburski, as the County Road Commissioner.

Fiscal Impact:

No fiscal impact.

BACKGROUND:

As required under the California Streets and Highways Code, Section 2006(a), the board of supervisors of each county shall appoint a single road commissioner for all road districts in the county. Every person who is appointed road commissioner after December 31, 1965, shall be a registered civil engineer. Public Works Director Dominic Tyburski is a registered civil engineer. After October 1, 1952, no person shall be appointed road commissioner until the board of supervisors holds a public hearing on the qualifications of the candidate or candidates for the position of road commissioner. At least 14 days but not more than 30 days prior to the hearing, notice of the hearing shall be posted at the county courthouse and published at least once in a newspaper of general circulation in the county. Nothing in this section precludes one person from serving two or more counties. An elective county official shall not be appointed road commissioner after October 1, 1952,

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ___ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING – COUNTY ROAD COMMISSIONER

January 26, 2021

Page 2 of 2

unless the official is holding the position of road commissioner on that date. The road commissioner is, at all times, under the direction and supervision of the board of supervisors but may be dismissed, after a hearing, only upon a majority vote of the board. Each county shall furnish evidence to the Controller that it has complied with this section. Neither the Controller nor any other state officer shall make any allocations or payments to any county from the Highway Users Tax Account in the Transportation Tax Fund until the county has complied with the requirements of this section; except that, if a vacancy occurs in the office of road commissioner of a county, the allocations or payments to the county shall not be suspended pursuant to this section unless the county has not appointed a new road commissioner in accordance with this section within 180 days from the date the vacancy first occurred.