



Kings County Board of Supervisors

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

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

Agenda November 22, 2016

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

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

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

- I 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Robert Needham – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- IV 9:05 AM** **CONSENT CALENDAR**
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: November 15, 2016**
- B. Agriculture Department:**
Consider authorizing the Chairman to sign Agreement No. 16-0581-SF with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program.
- C. Community Development Agency:**
Consider authorizing the Chairman to sign the partial non-renewal for Land Conservation Contract No. 1902 and finding that notice of non-renewals are categorically exempt from environmental review (California Environmental Quality Act Guidelines Section 15317);
- D. Probation Department:**
Consider authorizing the Chairman and Chief Probation Officer to sign the Department's Application for Discharge from Accountability for the collection of delinquent court-ordered criminal fines, fees, penalties, assessments and electronic monitoring fees.

CONSENT CALENDAR, CONTINUED

E. Public Works Department:

1. Consider authorizing the Director of Public Works to sign a right of entry Agreement with the Department of Energy for the surveillance and maintenance of the former Burris Park Field Station.
2. Consider accepting the dedication for In-Lieu Parcel Map No. 16-02 (Jonathan PM Farley and Karen Ann Farley) into the County Maintained Mileage and authorizing the Clerk of the Board to sign the acceptance on the map.

F. Administration:

Consider authorizing the Chairman to sign an escrow Agreement with Bush Construction, Inc. for the SB 1022 Jail Expansion project.

V

REGULAR AGENDA ITEMS

9:10 AM A. County Counsel – Colleen Carlson

Consider authorizing the Chairman to sign the Joint Powers Authority Agreements and Memorandums of Understanding with forming Groundwater Sustainability Agencies as they are reviewed by County Counsel for consistency.

9:15 AM B. Human Services Agency – Sanja Bugay

Consider authorizing the Chairman to sign an Agreement with InTelegy Corporation for service center and lobby design consulting for FY's 2016/2017 and 2017/2018 and authorizing the Purchasing Manager to sign the related sole source form.

9:20 AM C. Information Technology Department – Mark Dawson/Dan Willhite

1. Consider approving the purchase of six Dodge pickup trucks from Hanford Chrysler Dodge in an amount not to exceed \$167,000 and authorizing the Purchasing Manager to sign the purchase order.
2. Consider approving the purchase of six Nissan Leaf vehicles from Selma Nissan in an amount not to exceed \$157,500, authorizing the Purchasing Manager to sign the purchase order and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5th vote required)**

**9:25 AM D. Administration – Larry Spikes/Rebecca Campbell
Department of Finance – Rebecca Valenzuela
Assessor/Clerk-Recorder/Elections – Kristine Lee
Information Technology – Mark Dawson**

Consider authorizing the Chairman to sign Change Request #2 with 21Tech, LLC for the continuation of data conversion from October 2016 through October 2017.

9:30 AM E. Administration – Larry Spikes/Sande Huddleston

Consider approving changes to the Prescription Drug Plan as recommended by the Health Insurance Advisory Committee.

VI 9:35AM F. Board Member Announcements or Reports

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

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

VII G. ADJOURNMENT
 The next regularly scheduled meeting is scheduled for December 6, 2016, at 9:00 a.m.

VIII 1:30 PM H. HOUSING AUTHORITY- REGULAR MEETING

IX 2:00 PM I. IN-HOME SUPPORTIVE SERVICES- REGULAR MEETING

<i>FUTURE MEETINGS AND EVENTS</i>		
November 29	9:00 AM	Regular Meeting Cancelled/ Board members participating in CSAC Annual Meeting
November 29- December 2		California State Association of Counties (CSAC) Annual Meeting in Palm Springs, CA
December 6	9:00 AM	Regular Meeting
December 6	11:00 AM	California Public Finance Authority Regular Meeting
December 13	9:00 AM	Regular Meeting
December 20	9:00 AM	Regular Meeting
December 20	11:00 AM	California Public Finance Authority Regular Meeting
December 23- January 3	12:00 PM --	County offices closed in observance of Christmas & New Year's/Holiday closure

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



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Action Summary November 15, 2016

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

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

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

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board
INVOCATION – Bobby Guerra – Hanford Pentecostal Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

II B 2

UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item. None

ADJOURN AS THE BOARD OF SUPERVISORS

III B 3

CONVENE AS THE BOARD OF EQUALIZATION

1. Consider accepting a withdrawal on Application for Changed Assessment No. 16-01 filed by Hanford Chrysler-Dodge-Jeep, Inc.
ACTION: APPROVED AS PRESENTED (JN/RF/RV/CP/DV-Aye)
2. Consider accepting stipulations on Applications for Changed Assessment No. 16-03 filed by Lemoore Mountain View Associates.
ACTION: APPROVED AS PRESENTED (JN/RF/RV/CP/DV-Aye)

ADJOURN AS THE BOARD OF EQUALIZATION

RECONVENE AS THE BOARD OF SUPERVISORS

IV B 4

CONSENT CALENDAR

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

A. Approval of the Minutes: November 8, 2016

B. Child Support Services:

Consider authorizing out of state travel for Barbi Brokhoff, Director of Child Support Services, to attend the 2017 National Child Support Enforcement Association Policy Forum and Training Conference in Washington, D.C. on February 15-18, 2017.

C. Department of Finance:

Consider authorizing out of state travel for Rebecca Valenzuela, Director of Finance Services, to attend the annual Government Finance Officers Association conference in Denver, Colorado on May 20-24, 2017

D. Public Works Department:

1. Consider accepting the dedication for In-Lieu Parcel Map No. 15-14 (Jack Toledo of the Toledo Family Partnership) into the County Maintained Mileage and authorizing the Clerk of the Board to sign the acceptance on the map.
2. Consider accepting the dedication for In-Lieu Parcel Map No. 16-03 (Charlene Abbott as successor trustee of Trust A and Trust B established under the Gary D. Abbott and Charlene Abbott Revocable Living Trust) into the County Maintained Mileage and authorizing the Clerk of the Board to sign the acceptance on the map.
3. Consider approving the plans for site improvements of the Human Services Agency two story modular building and authorizing the advertisement of the project.

E. Sheriff's Office:

Consider authorizing the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase Commander Steve Fry's service handgun as a retirement gift, approving the purchase of a Glock .40 caliber handgun, as replacement, and authorizing the Clerk of the Board to sign the Budget Appropriation and Transfer Form. **(4/5 vote required)**

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

V

REGULAR AGENDA ITEMS

B 5

A. County Counsel – Colleen Carlson

Consider making two appointments to the Stratford Irrigation District Board of Directors.

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

B 6

B. Public Works Department – Kevin McAlister/Dominic Tyburski

Consider approving the Right of Entry and Construction Staging and Storage permit and authorizing the Chairman to sign the permit for the Safe Routes to School project.

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

B 7

C. Administration – Larry Spikes/Rebecca Campbell/Domingo Cruz

Consider authorizing the Chairman to sign a contract amendment with DLR Group, Inc. for architectural and engineering services for the County's Juvenile Center Project. **[Agmt #15-081.1]**

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

VI B 8

D. Board Member Announcements or Reports

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

Supervisor Valle stated that he has been working on Operation Gobble events.

Supervisor Fagundes stated that he attended the Lemoore Veteran's Day parade on November 11, 2016.

Supervisor Neves stated that he attended the end of season Public Works Department Parks Division barbecue on November 10, 2016. He stated that he attended the following events on November 11, 2016: Lemoore High School band concert, West Hills College events, retirement party for his wife for 16 years of service to the Lemoore High School District Board, Tachi Palace Veteran's events and the Lemoore Veteran's Day Parade. He stated that he played bingo at Kings Nursing facility on November 13, 2016.

Supervisor Verboon stated that he attended the Groundbreaking ceremony for the SB 1022 Jail Expansion & Day Reporting center project on November 14, 2016.

- ◆ Board Correspondence: None
- ◆ Upcoming Events: **Larry Spikes stated that the Grand Jury open house and luncheon will be held on November 16, 2016 from 11:00 a.m. to 2:00 p.m. at their Lemoore location and the Kings County Behavioral Health/Kings View Community Services/Kings County Probation and Kings County Courts will hold their sixth annual graduation and commencement exercises of the Collaborative Justice Treatment Court on November 15, 2016 at 5:30 p.m. at the Hanford Civic Auditorium. He stated that Kings County Fire Department will hold a badge pinning on November 18, 2016 in the Multi-purpose room and he introduced Clay Smith, Kings County Fire Chief to the Board. He stated that the Child Support Services Christmas breakfast will be held on December 9, 2016 at 7:00 a.m.**
- ◆ Information on Future Agenda Items: **Larry Spikes stated that the following items would be on a future agenda: 21 Tech Agreement Amendment, Agriculture Department Agreement with the California Department of Food and Agriculture Asian Citrus Psyllid Detection Program, Probation Department discharge from accountability of delinquent court ordered accounts deemed uncollectible, County Vehicle policy, Administration/Board of Supervisors out of state travel to Washington D.C. NACO Legislative conference in March 2017, Human Services Modular Building contract award and Reimbursement Resolution to recover costs for the project, County Legislative platform and the California State Association of Counties annual meeting will be held during the week of November 26 to December 2, 2016 and the Board meeting will be canceled due to Board members attending.**

VII B 9

E. CLOSED SESSION

Worker's Compensation Claim: (1 case) [Govt. Code Section 54956.95]

REPORT OUT: Larry Spikes stated that the Board took no reportable action in closed session today on the Worker's Compensation Claim.

VIII B 10

F. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, November 22, 2016, at 9:00 a.m.

IX 11:00 AM

G. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING

<i>FUTURE MEETINGS AND EVENTS</i>		
November 22	9:00 AM	Regular Meeting
November 22	1:30 PM	Housing Authority Regular Meeting
November 22	2:00 PM	In-Home Supportive Services Public Authority Regular Meeting
November 29	9:00 AM	Regular Meeting Cancelled/ Board members participating in CSAC Annual Meeting
November 29- December 2		California State Association of Counties (CSAC) Annual Meeting in Palm Springs, CA
<i>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.</i>		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 22, 2016

SUBMITTED BY: Agriculture Department – Tim Niswander/Jimmy Hook

SUBJECT: AGREEMENT 16-0581-SF 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 trapping of the Asian Citrus Psyllid. This agreement continues the County's Asian Citrus Psyllid Detection Program from Kings County Agreement Number 15-0553-SF.

Recommendation:

Authorize the Chairman to sign Agreement Number 16-0581-SF with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program.

Fiscal Impact:

Revenues of \$68,547 for this program are included in the FY 2016/17 budget, in budget unit 260000, account 81-512000 (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, a devastating disease of citrus. The term of this agreement is from October 1, 2016 through September 30, 2017.

The agreement has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

16-0581-SF

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The term of this Agreement is: October 1, 2016 through September 30, 2017

3. The maximum amount of this Agreement is: \$68,547.00

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

Exhibit A: Prime Award Information Recipient and Project Information	2 Page
Exhibit B: General Terms and Conditions	3 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	24 Page(s)

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

MA

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	17-8506-1211-CA
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$9,760,231.00
Effective Dates:	10/1/16 through 9/30/17

RECIPIENT AND PROJECT INFORMATION

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

Project Title: Asian Citrus Psyllid

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Debby Tanouye	Name:	Tim Niswander
Section/Unit:	PHPPS / PDEP	Section/Unit:	COUNTY OF KINGS
Address:	1220 N Street, Room 315	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Hanford, CA 93230-5923
Phone:	916-654-1211	Phone:	559-582-3211 X.2830
Email Address:	debby.tanouye@cdfa.ca.gov	Email Address:	agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Joanne Shimada	Name:	
Section/Unit:	PHPPS / PDEP	Section/Unit:	
Address:	1220 N Street, Room 315	Address:	
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	
Phone:	916-654-1211	Phone:	
Email Address:	joanne.shimada@cdfa.ca.gov	Email Address:	
FISCAL CONTACT FOR RECIPIENT (if different from above):			
Name:			
Section/Unit:			
Address:			
City/State/Zip:			
Phone:			
Email Address:			

4. RECIPIENT: Please check appropriate box below:

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **Mutual Liability**

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

5. **Disputes**

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

6. **Contractors/Consultants**

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

7. **Non-Discrimination Clause**

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

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

8. **Unenforceable Provision**

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

9. **Excise Tax**

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

10. Right to Terminate

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

11. Termination for Cause

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

12. Reporting Requirements

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

13. Publicity and Acknowledgement

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

14. Property Damage Claims Process

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

15. Force Majeure

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

16. Amendments

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

17. Suspension of Payments

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

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street, Suite 400
Sacramento, CA 95814

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

18. Closeout

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

19. Record Retention and Accessibility

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

20. Plant Protection Act Memorandum of Understanding

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Allowable Line Item Shifts

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

5. Allowable Expenses and Fiscal Documentation

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

6. Budget

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

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

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

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

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. All Other Federal Laws

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

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION TRAPPING

Fiscal Years 2016 - 2017 and 2017 - 2018

Effective Dates: October 1, 2016 to September 30, 2017

AGENCY RESPONSIBILITY

Section 1

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

- A. Provide all 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). The current version is on the CDFA website at www.cdfa.ca.gov/go/ITG.
- D. Provide training programs for county trapping supervisors and trappers.
- E. Provide quality control (QC) of the county trapping program via inspections.
- F. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available in its entirety at <http://www.cdfa.ca.gov/plant/peir/>.

Section 2

The County Agricultural Commissioner shall:

- A. Hire and train personnel.
- B. Provide and maintain trapping vehicles.
- C. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.

- D. Ensure that supervisors and trapping personnel attend training provided by CDFA District Entomologists.
- E. Ensure that all trapping activities conform to the current versions of the ITG and the attached supplemental ACP Trapping Guidelines.
- Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
 - Should there be a discrepancy between the Scope of Work or Trapping Guidelines and the ITG, the Scope of Work and Trapping Guidelines shall supersede the ITG.
- F. Place traps beginning of the season start date of October 1, 2016. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2017. Traps may be left in place if direction is received from the CDFA that a new agreement is being offered to start October 1, 2017.
- G. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
- The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-ACP1 is in grid EV241, south quint, trap type is Asian citrus psyllid (ACP), and it is designated as number “1” ACP trap within that quint.
 - Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for ACP trapping are as follows.
 - Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
- H. Ensure that ACP traps are serviced monthly from October 1, 2016 through September 30, 2017.

- I. Participate in delimitation activities if requested to do so by the CDFA.
- J. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), 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>. When the agreement ends, the Commissioner dates and signs a copy of the Checklist and sends that copy to CDFA to signify that the PEIR requirements were implemented.
- K. Maintain a Daily Trapping Summary (DTS) (Form 60-210, on file at county office) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.
- L. Complete a monthly Pest Detection Report Number One (Form 66-035, on file at county office), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice. This form is available from the District Entomologist.
- M. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- N. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in implementation of CalTrap when it becomes operational for your county.
- O. 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.

- P. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.
- Q. Allow state detection personnel and/or federal officers to perform quality control inspections on all county trap lines with a 48 hour notice, including any county commitment trap lines.
- R. 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.
- S. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the enclosed ACP Trapping Guidelines (August 2016).
- T. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).
- U. 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 such traps.
- V. Submit invoices along with the corresponding Report Number One monthly by postal mail or e-mail to:

Joanne Shimada
CDFA- PD/EP
1220 N Street, Room 315
Sacramento, CA 95814

joanne.shimada@cdfa.ca.gov.

1. Submit monthly invoices and corresponding Report Number Ones no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with

documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

4. A sample invoice is attached with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
 - County name
 - County address
 - Remit to address
 - Date of submittal
 - Agreement name
 - Agreement number
 - Billing period
 - Allowable itemized charges as listed on the Financial Plan.
 - Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.
 - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
5. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in item 4 above.
6. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.
7. Please do not alter the CDFA invoice (if used), submit the invoice as a PDF file, or use dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Accounting Unit.
8. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of invoice.
9. Continue to send monthly invoices even if the agreement funds are depleted.

Asian Citrus Psyllid (ACP) Trapping Guidelines (Kings County)

Trapping Season

- Conduct trapping from October 1, 2016 through September 30, 2017.

Trapping Locations

- Conduct trapping in all urban and rural residential settings (see Insect Trapping Guide [ITG] for definitions, available at www.cdfa.ca.gov/go/ITG).
- 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 District Entomologist prior to placement of these traps for approval.

Trap Density

- Place traps in urban and rural residential settings. Traps shall be:
 - Stand-alone (not piggybacked).
 - Placed in **host trees only** at 5 traps per square mile, up to the maximum number of traps allotted to each county in the previous agreement.

Inspection Frequency

- Detection Survey - inspect traps monthly.
- For Delimitation trapping – Service and maintain the traps placed during the Kettleman City delimitation placement. Keep traps placed in host trees only.

Trap

- The trap consists of two parts: a yellow panel trap and a trap hanger.

Attractant

- The yellow color is a visual attractant. The trap does not contain a pheromone or an insecticide.

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.**

Trap Numbering & Assembly

- Trap number -- Prior to assembling and placing the trap, write the unique trap number and date of deployment on the interior (non-sticky sides) of the trap body.
 - Using the alpha-numeric STG, list the alpha-numeric grid, hyphen, quint (aka subgrid), hyphen, trap type and number. For example: JT316-W-ACP1 or JT316-5-ACP1.
- 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).

Trap Placement

- Follow the parameters for ACP listed in the Insect Trapping Guide under *Sections: Trap Types*. www.cdfa.ca.gov/go/ITG.
- All sites trapped must be GPS'd using Datum 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 unique trap number with the corresponding GPS reading. New GPS points must be recorded for urban ACP traps when they are relocated. The GPS coordinates must be written on the trap data card.

Baiting Interval

- Not applicable.

Trap Relocation

- Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet.

- When relocating, **always** use a new trap. Submit all removed traps to a qualified screener or the CDFA screening facility for your district. GPS the new site and document the new GPS coordinates on the trap card.
 - Detection Survey – Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.

Trap Replacement

- Replace traps monthly or with each relocation (as with Jackson trap inserts).
- 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).

Screening of Traps

- **IMPORTANT:** All traps removed from the field must be screened before being discarded.
 - CDFA maintains a screening center in Los Alamitos for this purpose (address is below). Shipment costs for sending traps will be reimbursed by CDFA.
 - Boxes sent to Los Alamitos must have the county written on the outside of the box, so as to allow the screening center 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 the PDR.
 - Los Alamitos address and contact information:

Medfly Preventative Release Facility
3802 Constitution Avenue
Los Alamitos, CA 90720-5100
Attention: Manuel Villarreal
Phone: 562-795-1206
 - Counties may instead elect to have a qualified staff member perform the screening, with pre-approval from the District Entomologist.

Submitting Specimens for Identification

- If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- Immediately contact the District Entomologist, as per the ITG.
- Submit the entire trap, leaving the suspect ACP on the trap, for identification to the Plant Pest Diagnostics Laboratory in Sacramento as efficiently and quickly as possible. 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!
- All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Record (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.
- Notify your District Entomologist when suspect specimens are sent. Include the e-PDR number in this communication.

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

August 2016

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MP-HAZ-3: Implement decontamination.

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

MP-HAZ-4: Follow appropriate disposal procedures.

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

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

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

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

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

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

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

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

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

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

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

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

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

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

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

Attachment 1 - Tiering Strategy Checklist

Start Date:	October 1, 2016
Project Leader:	Tim Niswander
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 County. 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:	Tim Niswander
Signature*:	
End Date:	

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

**"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2016-17 & FY 2017-18 ACP Detection**

INVOICE

8/30/2016

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

Date:
Agreement Number:
Billing Period:

A. PERSONNEL

SALARY - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	HOURLY RATE		Total
			HOURS	w/o BENEFITS	
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
3			0.00	\$0.00	\$0.00
4			0.00	\$0.00	\$0.00
5			0.00	\$0.00	\$0.00
6			0.00	\$0.00	\$0.00
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
SALARY SUBTOTAL:					\$0.00

BENEFITS

	BENEFIT RATE %	SALARY	BENEFIT COST
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
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
BENEFIT SUBTOTAL:			\$0.00

SALARY - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	HOURLY RATE		Total
			HOURS	w/o BENEFITS	
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
3			0.00	\$0.00	\$0.00
4			0.00	\$0.00	\$0.00
5			0.00	\$0.00	\$0.00
6			0.00	\$0.00	\$0.00
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
SALARY SUBTOTAL:					\$0.00

BENEFITS

	BENEFIT RATE %	SALARY	BENEFIT COST
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
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
BENEFIT SUBTOTAL:			\$0.00

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		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 Ag & Standards Inspector	Ag & Standards Inspector	8.00	70.00	560.00
2 Ag & Standards Aide	Ag & Standards Aide	8.00	12.50	100.00
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:				660.00

2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Ag & Standards Inspector	Ag & Standards Inspector	\$32.86	560.00	\$18,402.00
2 Ag & Standards Aide	Ag & Standards Aide	\$19.58	100.00	\$1,958.00
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:				\$20,360.00

3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Ag & Standards Inspector	Ag & Standards Inspector	40.0000%	\$18,402.00	\$7,361.00
2 Ag & Standards Aide	Ag & Standards Aide	40.0000%	\$1,958.00	\$783.00
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:				\$8,144.00

DETECTION STAFF SUBTOTAL: \$28,504.00

4. STAFF - Non-Detection		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	8.00	9.00	72.00
2 Clerical	Clerical	5.00	9.00	45.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
Subtotal:				117.00

5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	\$42.16	72.00	\$3,036.00
2 Clerical	Clerical	\$23.66	45.00	\$1,065.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
Subtotal:				\$4,101.00

6. BENEFITS - Non-Detection Staff

1	Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer
2	Clerical	Clerical
3		
4		
5		
6		

BENEFIT RATE (%)	SALARY	BENEFIT COST
40.0000%	\$3,036.00	\$1,214.00
40.0000%	\$1,065.00	\$426.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
	Subtotal:	\$1,640.00

NON-DETECTION STAFF SUBTOTAL: \$5,741.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$24,461.00	\$9,784.00	\$8,561.00
TOTAL PERSONNEL COST :		\$42,806.00

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

Description	COST
1 Zip Lock Bags	\$308.00
2 Office Supplies	\$100.00
3	\$0.00
4	\$0.00

TOTAL SUPPLY COST: \$408.00

C. SUBCONTRACTOR

TITLE
1
2
3
4

HOURLY RATE	HOURS	COST
		\$0.00
		\$0.00
		\$0.00
		\$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	1600.00	\$0.540	\$7,776.00	
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:				\$7,776.00	

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, et

FY 2016-17 ACP Detection Trapping Total Cost: \$50,990.00

FY 2016-17 & 17-18 ACP Detection Trapping Total Cost \$68,547.00

COMMENTS:

[Redacted Comments Area]

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		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 Ag & Standards Inspector	Ag & Standards Inspector	8.00	26.00	208.00
2 Ag & Standards Aide	Ag & Standards Aide	8.00	1.50	12.00
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:				220.00

2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Ag & Standards Inspector	Ag & Standards Inspector	\$32.86	208.00	\$6,835.00
2 Ag & Standards Aide	Ag & Standards Aide	\$19.58	12.00	\$235.00
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:				\$7,070.00

3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Ag & Standards Inspector	Ag & Standards Inspector	40.0000%	\$6,835.00	\$2,734.00
2 Ag & Standards Aide	Ag & Standards Aide	40.0000%	\$235.00	\$94.00
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:				\$2,828.00

DETECTION STAFF SUBTOTAL: \$9,898.00

4. STAFF - Non-Detection		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	8.00	3.00	24.00
2 Clerical	Clerical	5.00	3.00	15.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
Subtotal:				39.00

5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer	\$42.16	24.00	\$1,012.00
2 Clerical	Clerical	\$23.66	15.00	\$355.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
Subtotal:				\$1,367.00

6. BENEFITS - Non-Detection Staff

1	Deputy Ag Commissioner-Sealer	Deputy Ag Commissioner-Sealer
2	Clerical	Clerical
3		
4		
5		
6		

BENEFIT RATE (%)	SALARY	BENEFIT COST
40.0000%	\$1,012.00	\$405.00
40.0000%	\$355.00	\$142.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
	Subtotal:	\$547.00

NON-DETECTION STAFF SUBTOTAL: \$1,914.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$8,437.00	\$3,375.00	\$2,953.00
TOTAL PERSONNEL COST :		\$14,765.00

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

Description	COST
1 Zip Lock Bags	\$150.00
2 Office Supplies	\$50.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$200.00

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	1600.00	\$0.540	\$2,592.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$2,592.00	

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, et

FY 2017-18 ACP Detection Trapping Total Cost: \$17,557.00

COMMENTS:

[Redacted area for 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 November 22, 2016

SUBMITTED BY: Community Development Agency – Greg Gatzka/Dan Kassik
SUBJECT: PROPERTY OWNER INITIATED NOTICE OF A PARTIAL NON-RENEWAL
OF LAND CONSERVATION CONTRACT NO. 1902

SUMMARY:

Overview:

The County has received a request for a partial non-renewal of a Land Conservation Contract. The request will remove 20 acres of Land Conservation Contract land from the program.

Recommendation:

1. Find that notice of non-renewals are categorically exempt from environmental review (CEQA Guidelines Section 15317); and
2. Approve and authorize the Chairman of the Board to sign the partial non-renewal for Land Conservation Contract No. 1902.

Fiscal Impact:

The Land Conservation Contract partial non-renewal will remove 20 acres of land from the County's Land Conservation Program over the next 9 years. Approval of the partial non-renewal will cause the taxes on the property to increase incrementally up to market value until they are no longer under contract.

BACKGROUND:

Pursuant to Section 51245 of the Government Code, the landowner may choose to not renew a land conservation contract provided that written notice of non-renewal is served ninety (90) days prior to the annual renewal date (January 1st). In 2016, the County implemented AB 1265 which allowed the County to reduce the length of contract terms to 9 years and extended the non-renewal submittal deadline to February 1, 2017. The application was received prior to the extended deadline of February 1, 2017; therefore the non-renewal will be retroactively effective on January 1, 2016 resulting in a phasing out of the Williamson Act Contract on January 1, 2025. Please see the attached map for site location.

BOARD ACTION:

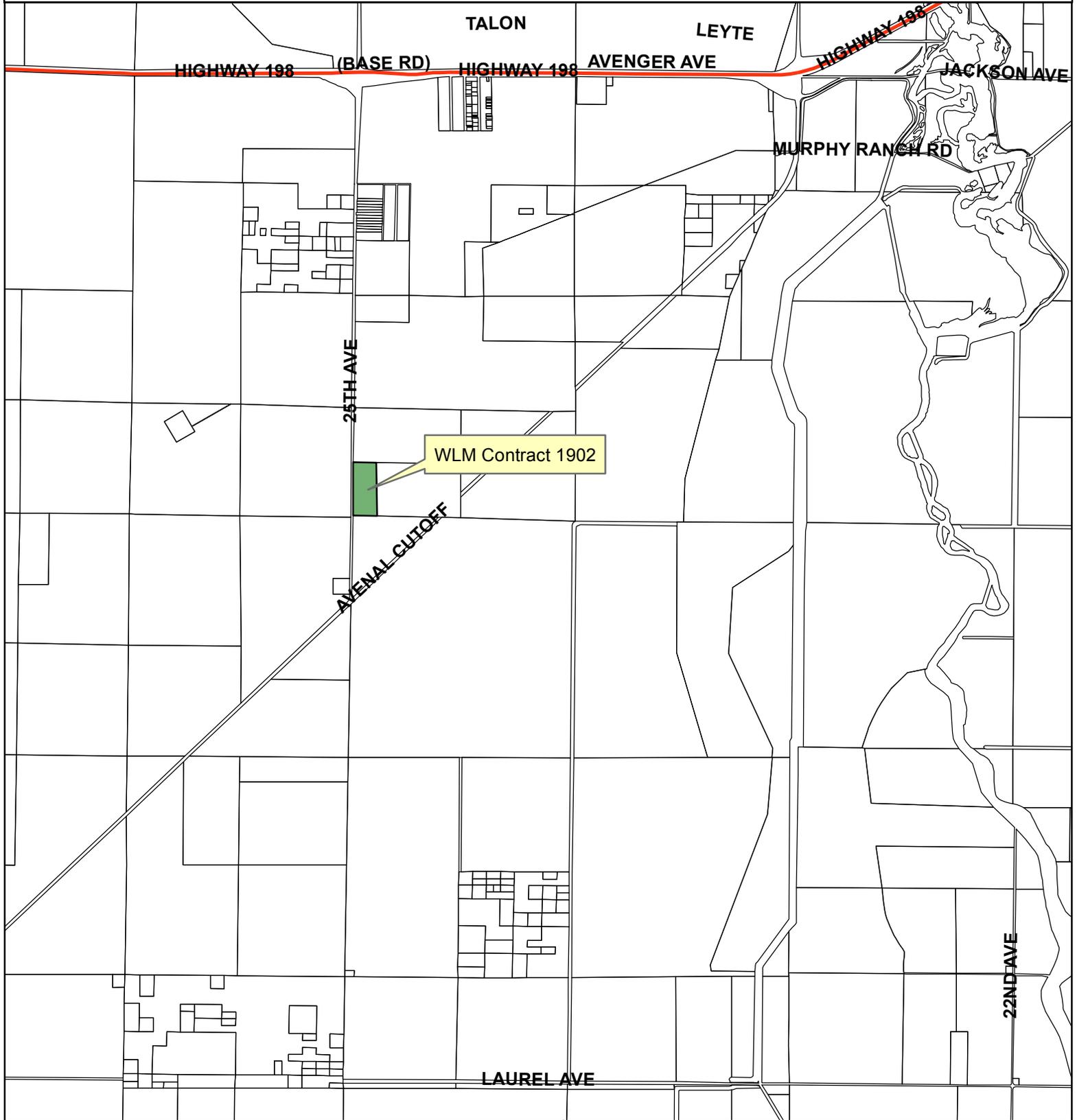
APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Property Owner Initiated Partial Non-renewal for WLM Contract No. 1902



Map prepared by
Dan Kassik
Kings County Community Development Agency
November 10, 2016
1400 W. Lacey Blvd., Hanford, CA 93230

Legend

 Subject Property

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Com. Dev. Agency
Kings County Government Center
1400 W. Lacey Blvd, Bldg. #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 1902**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 1902 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Lemoore Cooler LLC (OWNER), recorded December 6, 1971, as Instrument No. 16094, in Book 981, Pages 251-253, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2025. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on November 22, 2016.

IN WITNESS WHEREOF, the Chairman of the Kings County Board of Supervisors has executed this Notice of Non-Renewal this 22nd day of November 2016.

COUNTY OF KINGS

By _____
Doug Verboon
Chairman of the Board of Supervisors

Juan F. Cardenas
Lemoore Cooler, LLC

STATE OF CALIFORNIA
COUNTY OF KINGS

On the ____ day of _____, 2016, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Doug Verboon, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Notary Public, please attach Certificate of Acknowledgement for owners signature.

Exhibit "A"

Partial Non Renewal of Land Conservation Contract No. 1902

Assessor's Parcel Number 024-190-069 described as:

Being a portion of Section 34, Township 19 South, Range 19 East, M.D.B.& M. in the unincorporated area of the County of Kings, State of California, being more particularly described as follows:

The subject parcel recorded in Book 15 at Page 89, Licensed Surveyors Plats, Kings County Records.

Contains: 20.06 acres



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 22, 2016

SUBMITTED BY: Probation Department – Kelly Zuniga / Daniel Surface

SUBJECT: DISCHARGE FROM ACCOUNTABILITY OF DELINQUENT COURT-ORDERED ACCOUNTS DEEMED UNCOLLECTIBLE

SUMMARY:

Overview:

The Kings County Probation Department is requesting the discharge from accountability of delinquent court-ordered criminal fines, fees, penalties, and assessments deemed uncollectible due to the age of debt or due to the death of the account holder. Government Code sections 25257-25259.95 establish the criteria for discharging court-ordered debt.

Recommendation:

- 1) Approve the Kings County Probation Department’s Application for Discharge from Accountability for the collection of delinquent court-ordered criminal fines, fee, penalties, assessments, and electronic monitoring fees (EMS); and
- 2) Authorize the Chief Probation Officer to sign the Application for Discharge from Accountability; and
- 3) Authorize the Chair to sign the Kings County Probation Department’s Application for Discharge from Accountability.

Fiscal Impact:

There is no fiscal impact to the County’s General Fund. These accounts are deemed uncollectible due to the criteria set forth in Government Code sections 25257-25259.95.

BACKGROUND:

California Government Code Section 25257(b) authorizes that any collection program that is operated by a county may apply to the Board of Supervisors for a discharge from accountability for the court-ordered debt that it would otherwise be responsible for collecting, if the amount is too small to justify the cost of collection or the
(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

DISCHARGE FROM ACCOUNTABILITY OF DELINQUENT COURT-ORDERED ACCOUNTS DEEMED UNCOLLECTIBLE

November 22, 2016

Page 2 of 2

likelihood of collection does not warrant the expense involved. Government Code Sections 25257-25259.95 do not provide a recommended time period for discharging court-ordered debt. The State Judicial Council's Revenue and Collections Unit recommends discharging infraction cases at least five (5) years from the date of last payment or the date the account became delinquent and at least ten (10) years for misdemeanor and felony cases (Attachment B). However, this is only a recommendation and County is free to set its own criteria. Discharge from accountability does not release any person from liability for payment of any amount discharged.

On June 28, 2016, the Kings County Probation Department requested authorization and approval to discharge a total of 5,222 accounts totaling \$7,152,771.64 from your Board. However, the Application for Discharge from Accountability (Attachment A) is revised to indicate that the Board of Supervisors approves the Application for Discharge from Accountability, and due to finding four (4) EMS accounts that were previously submitted in error, the number of accounts submitted for discharge of accountability is reduced from 5,222 to 5,218 and their total is reduced from \$7,152,771.64 to \$7,150,616.64 (Exhibit 1). It is the intent of the Kings County Probation Department to make this type of request annually in accordance with the State Judicial Council Revenue and Collections Unit recommendations. It is being recommended that the criteria be at least five (5) years from the date of last payment for infractions and misdemeanors, and at least ten (10) years from the date of last payment for felonies.

The accountability application has been reviewed and approved by County Counsel. Copy of Exhibit 1 is filed with the Clerk of the Board.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 22, 2016

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: RIGHT OF ENTRY AGREEMENT WITH FEDERAL GOVERNMENT

SUMMARY:

Overview:

In 2014 the Department of Energy assumed maintenance responsibility for long-term surveillance and maintenance of the former Burris Park Field Station. They are requesting a formal agreement with the County to allow them access to the site.

Recommendation:

Authorize the Director of Public Works to sign a Right of Entry agreement with the Department of Energy once the form of agreement has been approved by Administration and County Counsel.

Fiscal Impact:

There will be no fiscal impact by signing this agreement.

BACKGROUND:

From 1956 to 1963 the U.S. Atomic Energy Commission contracted with the University of California to conduct studies at the former Burris Park Field Station. The research and development studies involved the use of small amounts of strontium-90. At the completion of the work, the site was remediated by placing a reinforced concrete cap over the entire contaminated area, effectively eliminating the potential for exposure under reasonable circumstances. In November of 2014 we were notified that the Department of Energy (DOE) has assumed maintenance-only responsibility for the remaining strontium-90 at the site. The DOE has requested the county enter into a right-of-entry agreement to allow them reasonable access to the site for their maintenance activities. These activities include removing debris from the slab, inspecting the slab for integrity and degradation, repairing the fence and updating signage with up to date contact information. Their next site visit has been scheduled for December 6. To assist the DOE in keeping to their schedule, it is requested that your Board authorize the Public Works Director to sign the right of entry agreement once Administration and County Counsel have approved said agreement.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

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 November 22, 2016

SUBMITTED BY: Public Works Department- Kevin McAlister/Michael Hawkins

SUBJECT: IN-LIEU PARCEL MAP 16-02 DEDICATION

SUMMARY:

Overview:

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

Recommendation:

1. Accept the dedication for In-Lieu Parcel Map 16-02 (Jonathan PM Farley and Karen Ann Farley) into the County Maintained Mileage; and
2. Authorize the Clerk of the Board to sign the acceptance on the map.

Fiscal Impact:

None.

BACKGROUND:

The owners of the parcel to be subdivided, (Jonathan PM Farley and Keren Ann Farley) were required to dedicate additional right-of-way along the frontage of parcel 2 as shown on IPM 16-02 as a condition of approval of this land division. This land division is located on 7th Avenue south of Elkhorn Avenue.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582- 2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM November 22, 2016

SUBMITTED BY: Administration Office – Larry Spikes/Rebecca Campbell

SUBJECT: ESCROW AGREEMENT – BUSH CONSTRUCTION, INC. FOR THE SB 1022
JAIL EXPANSION PROJECT

SUMMARY:

Overview:

On August 30, 2016, your Board awarded this contract to Bush Construction, Inc. (Bush). Pursuant to Public Contract Code Section 22300, Bush has requested that the required retention be paid into an interest bearing escrow account. The attached agreement, with language required by State statute, provides the terms under which the account is maintained and funds are released.

Recommendation:

Authorize the Chairman to sign the Escrow Agreement with Bush Construction, Inc. for the SB 1022 Jail Expansion project.

Fiscal Impact:

None.

BACKGROUND:

This “substitution of securities in lieu of retention” is a common practice in the construction industry. Local agencies are required to accommodate this procedure at the request of a prime contractor. This agreement is the mechanism that allows the SB 1022 Jail Expansion project retention payment, or 5% of progress payments, to be paid into an interest bearing escrow account held with the United Security Bank (Escrow Agent). The agreement meets the requirements set out in the Public Contracting Code, and is attached to this agenda item for your Board’s consideration. The agreement has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between County of Kings 1400 W. Lacey Blvd, Hanford Ca 93230 (hereinafter called "Owner"), and David A. Bush, Inc. 518 N. Redington St, Hanford Ca 93230 (hereinafter called "Contractor"); and United Security Bank a state or federally chartered bank in California whose address is 855 "M" Street # 130, Fresno CA 93721 (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the Contract entered into between the Owner and Contractor for Fifteen Million Four Hundred Forty One Thousand Dollars in the amount of 15,441,000.00 Dollars and dated, August 30, 2016 (the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a Substitute for retention earnings, the Escrow Agent shall notify the Owner within ten (10) calendar days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. If the Owner determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial owner.
2. Thereafter, Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. Pursuant to Public Contract Code section 22300, as an alternative to the procedures set forth above, Contractor may request in writing that the Owner pay retention amounts directly to Escrow Agent. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for benefit of the Contractor until such time as the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent pursuant to Section 3 above, as instructed by Owner. Escrow Agent shall not be concerned with the validity of any notice of default given by Owner pursuant to this paragraph, and shall promptly comply with Owner's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand and hereby waives any present or future opportunity of interpleader.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and Contractor pursuant to Sections (4), (5), (6), (7) and (8) of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner, the Contractor and the Escrow Agent in connection with the foregoing, and exemplars of the respective signatures are as follows:

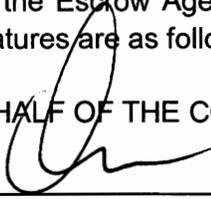
ON BEHALF OF THE OWNER:

Signature

Typewritten Name

Title

ON BEHALF OF THE CONTRACTOR:



Signature

David A. Bush

Typewritten Name

President

Title

ON BEHALF ON THE ESCROW AGENT:

Signature

Typewritten Name

Title

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers of the date first set forth above.

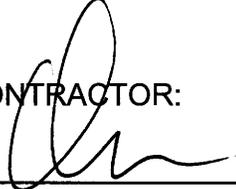
OWNER:

Signature

Typewritten Name

Title

CONTRACTOR:



Signature

David A. Bush

Typewritten Name

President

Title

ESCROW AGENT:

Signature

Typewritten Name

Title

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of the Agreement.

Escrow



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 22, 2016

SUBMITTED BY: County Counsel - Colleen Carlson

SUBJECT: JOINT POWERS AUTHORITY (JPA) AGREEMENTS OR MEMORANDUM OF UNDERSTANDING (MOU) TO BECOME MEMBER OF GROUNDWATER SUSTAINABILITY AGENCIES (GSA)

SUMMARY:

Overview:

The County has worked with forming groundwater sustainability agencies to become a member of various joint powers authorities in order to assist the water entities within Kings County to achieve full coverage of the five subbasins within Kings County pursuant to the Sustainable Groundwater Management Act of 2014 (SGMA).

Recommendation:

Approve the Joint Powers Authority Agreement(s) and Memorandum of Understanding(s) with forming Groundwater Sustainability Agencies in Kings County and authorize the Chairman to sign same as they are reviewed by County Counsel for consistency.

Fiscal Impact:

The County's main contribution has been in-kind staff time. GSAs, for the most part, will cover white area management through fees and charges; however, the County may need to assist in some instances until a fee process is undertaken and the County can be reimbursed. This would be on a pro-rata basis.

Alternatives:

Consider whether to become an independent County GSA for white area coverage; or decline both the independent approach and the joining JPAs approach and permit the State Water Resources Control Board (SWRCB) to cover white areas on a probationary basis until a different approach is achieved.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

JOINT POWERS AUTHORITY (JPA) AGREEMENTS OR MEMORANDUM OF UNDERSTANDING (MOU) TO BECOME MEMBER OF GROUNDWATER SUSTAINABILITY AGENCIES

November 22, 2016

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BACKGROUND:

The SGMA requires that groundwater sustainability agencies be formed to cover the five subbasins (Kings, Westside, Pleasant Valley (except the south half), Kaweah, and Tulare Lake) that impinge into, or are wholly surrounded by, Kings County's political boundaries. This must occur by June 30, 2017. This deadline is advanced by two years because these subbasins are deemed critically overdrafted under Department of Water Resources (DWR) Bulletin 118. Staff has worked with potential GSAs over the past year to achieve complete GSA coverage within the boundaries of Kings County with the shared motivation of keeping SGMA implementation local and avoiding SWRCB intervention.

Complete GSA coverage requires both service area coverage of existing local agencies that supply or manage water, and white area (those areas not covered by a special district service area) coverage. The County is presumed to be willing to cover white areas unless it specifically informs the DWR that it will not. Part of this complete coverage effort has been for each of the forming GSAs to agree to take on the responsibility for a portion of the white areas throughout the County in the vicinity of their service area boundaries so that the County will not have to become a separate GSA. This can only happen through a connection of such agencies to the County's Land Use responsibilities in order to function outside of the relevant service area boundaries but within the County in order to fund SGMA compliance within each GSA.

In response to assurances by potential GSAs, the Board's stance to this point has been to stand down and let the local water agency experts implement SGMA with the County as a resource and at the table. Staff has been working hand in hand with the various agencies and have preliminary indications that each GSA will agree to cover the white areas within their vicinity in one of the following ways:

1. Without monetary assistance from County in exchange for County having a non-voting membership in its JPA; or
2. With County bearing its pro rata share of the SGMA costs and having a voting membership; or
3. With County helping monetarily in an agreed upon way until fees can be imposed, collected and reimbursed to County.

Most GSAs have opted for variable No. 1. Variable No. 3. will more than likely be used where the white areas are the majority of the GSA due to large mutual water companies within the GSA's boundaries. The prime example would be the South Fork Kings GSA that has two large mutuals, a city, and very small irrigation and utility districts. The Mid-Kings GSA contains about 4% white area. Variable No. 2. will be used here. Three lake bottom GSAs will utilize Variable No. 1.

The Westside GSA essentially is Westlands Water District and they formed a GSA without becoming a JPA. In other words, Westlands Water District is the GSA. DWR is requiring that they have some agreement with the County regarding the white areas within the County boundaries. These consist of approximately 2200 acres, all but 400 of which are Lemoore Naval Air Station (LNAS) land. The

Agenda Item

JOINT POWERS AUTHORITY (JPA) AGREEMENTS OR MEMORANDUM OF UNDERSTANDING (MOU) TO BECOME MEMBER OF GROUNDWATER SUSTAINABILITY AGENCIES

November 22, 2016

Page 3 of 3

County is working with Westlands to develop a Memorandum of Understanding relating to the white areas outside of LNAS and along the I-5/County boundary.

The southern half of the Pleasant Valley Water District has become the Kettleman Plains GSA, but is not yet required to implement SGMA because it is a low-medium priority basin. Nevertheless, it still must be covered by a sustainability plan.

The JPAs and MOU will have variable provisions relating to the operations and implementation of each JPA, but essentially consistent terms relating to County along the lines of the variables explained above with respect to voting and funding, and including provisions to allow County to withdraw from the JPAs, become a future full-fledged member of the JPA, and unique indemnification of County due to its minor participation and non-voting status in each agency.

The deadline to become GSAs is June 30, 2017. This requires a one month notice of intent to file to be a GSA, and a 90-day period after filing to challenge the GSA, so a 4-month lead time. Your Board is asked to approve the essential terms of the Joint Powers Authority Agreement(s) and MOUs which contain variables relating to implementation and operations for each GSA and authorize the Chairman to sign them as they are presented, after review and approval by County Counsel with respect to consistency of key terms.

2016-7-641 [98491]



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 22, 2016

SUBMITTED BY: Human Services Agency – Sanja Bugay

SUBJECT: SERVICE DELIVERY REDESIGN AGREEMENT WITH INTELEGY FOR THE HUMAN SERVICES AGENCY

SUMMARY:

Overview:

The Human Services Agency is requesting approval for the agreement with InTelegy Corporation for service center and lobby design consulting that will enable the Agency to meet its goals for excellent customer service and effective and efficient operations.

Recommendation:

- 1) Authorize the Chairman of the Board of Supervisors to sign an agreement with InTelegy Corporation for service center and lobby design consulting for FY 16/17 and FY 17/18; and
- 2) Authorize the Purchasing Manager to sign the related sole source form.

Fiscal Impact:

The total projected expenditure through FY 17/18 is \$234,700. There is no additional county general fund expense associated with this agreement for FY 16/17. The expenses for this contract are included in the Human Services Agency’s FY 16/17 adopted budget in Account # 82223045.

BACKGROUND:

Kings County Human Services Agency Eligibility Division utilizes three functional divisions (Intake, Ongoing Services and Call Center) to deliver CalWORKs, CalFRESH, and Medi-cal program services to Kings County residence. Currently the CalWORKs program provides services to 2,700 households (6050 individuals); CalFresh program serves 10,720 households (24,345 individuals) and Medi-cal program serves 24,788 households (50,626 individuals). Departmental services are accessed by public in person, mail, electronically

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SERVICE DELIVERY REDESIGN AGREEMENT WITH INTELEGY FOR THE HUMAN SERVICES AGENCY

November 22, 2016

Page 2 of 2

and via phone calls. During the past year, the Department averaged close to 8,000 calls per month, over 9,900 lobby visits per month and 21,000 tasks per month to ensure that services are provided to county residence for these programs.

In FY 15/16 to improve service outcomes, the Human Services Agency implemented a task based approach to managing eligibility intake and ongoing services in the Hanford office. The workload distribution in Corcoran remained case based. Though the new approach had increased efficiency and reduced workload backlog, the workload distribution to workers and tracking of completed work is largely manual. The reporting completed by staff is also manual. Given the current system and workflow limitations, the Department's ability to proactively manage any shift in the workload between divisions or locations is limited.

The Department along with many other counties utilizing the C-IV eligibility system has worked with the C-IV system vendor to make improvements in the current system so that county workflow processes can be redesigned to increase efficiency and effectiveness in service delivery.

The programming of system changes are currently underway and are expected to be available for individual county implementation during the upcoming calendar year. The Department will therefore need to map out current processes for its Lobby, Intake, Call Center and Ongoing services and based on maximizing technology and service improvement goals redesign the existing approach to service delivery.

The overarching goal of the redesign would be to first improve State and Federal outcomes for timelines and accuracy of services; improve access and increase utilization of online and phone services while reducing the reliance on in-person service delivery and thus improve the wait times for all service channels. The departmental goals also include increase in meaningful and automated reporting so that staff deployment can be timelier and data informed.

The scope of work for this agreement includes an assessment of current processes and technology; leading the redesign; assisting with implementation; and follow up to ensure that new service delivery objectives were achieved.

The Intelegy Corporation has worked with 14 different counties in the Central Valley and across the State to assist them in the Eligibility Service Center design and improvement. The Department requests your Board's approval to utilize Intelegy Services and expertise in Kings County Eligibility services review, redesign and implementation of service improvements.

The agreement has been reviewed and approved by County Counsel.

**AGREEMENT BETWEEN
COUNTY OF KINGS AND
INTELEGY CORPORATION**

THIS AGREEMENT is made and entered into as of the 8th day of month, November, 2016 by and between the County of Kings, a political subdivision of the State of California (hereinafter, "County") and InTelegy Corporation (hereinafter, "Contractor").

RECITALS

WHEREAS, County desires to contract with Contractor for service center and lobby design consulting that will enable the Human Services Agency to meet their goals and,

WHEREAS, Contractor has extensive experience and expertise in providing consulting and implementation of service center design and lobby enhancements; and

NOW, THEREFORE, County and Contractor mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor, and Contractor agrees to perform the services described in the scope of services attached as **Exhibit A**.

2. COMPENSATION

Payment for service provided under this Agreement provided between November 8, 2016, and June 30, 2018, shall not exceed \$234,700 unless so amended in writing and approved by the County. All funds provided under this Agreement must be completely expended June 30, 2018.

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement

3. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of the County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in **Exhibit B**. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method. Invoices shall be submitted to:

HSA Fiscal Services
Kings County Human Services Agency
1400 W. Lacey Blvd., Bldg. #8
Hanford, California 93230

4. TIME

Time for performance of this Agreement is of the essence.

5. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect from November 8, 2016 to June 30, 2018.

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

6. MODIFICATION AND TERMINATION WITHOUT CAUSE

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

This Agreement may be terminated by County or Contractor, at any time, without cause, upon 30 days written notice to the other party.

Following termination, Contractor shall turn over to the County all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

7. TERMINATION BY DEFAULT

If Contractor defaults in its performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within ten (10) days after notification or if the default requires more than ten (10) days to cure and Contractor fails to commence to cure the default within ten (10) days after notification, then Contractor's failure shall terminate this Agreement.

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

If this Agreement is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

8. CLOSING OUT

Contractor is responsible for County's receipt of a final claim for payment by completion of work. County shall promptly pay Contractor's final claim for payment providing Contractor has provided all obligations undertaken pursuant to this Agreement. If Contractor has failed to perform all such outstanding obligations, County shall withhold from Contractor's final claim for payment the amount of such services owed by Contractor.

9. WARRANTY

County relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor warrants that it will perform its work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

10. STANDARD OF PERFORMANCE

Contractor warrants that it will, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform to County's reasonable satisfaction.

11. INSURANCE

Insurance.

A. Without limiting County's right to obtain indemnification from the Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Section 25. Notice. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. \$1,000,000 per occurrence and \$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 CG2026 or an alternate form that is at least as broad as form CG2026, 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 Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

B. Insurance Conditions.

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

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

12. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, sub-Contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

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

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

13. INDEPENDENT CONTRACTOR

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

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Contractor to change its manner of doing business, but may require redirection of efforts to fulfill this Agreement.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Agreement.

G. Any persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Agreement.

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

14. RESPONSIBILITIES OF CONTRACTOR

A. Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor pledges to perform its work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

B. Contractor verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in its professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

C. To fully comply with the terms and conditions of this Agreement, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement.

2. Submit monthly cost reimbursement claims. Documented verification of actual expenditures must support each claim. Reimbursement shall only be for expenditures that directly benefit Kings County.

3. Retain financial, programmatic, client data and other service records for three years from the date of the end of the contract award or for three years from the date of termination.

15. COMPLIANCE WITH LAW

Contractor shall comply with the provisions set forth in **Exhibit C** of this Agreement which are made binding upon the County and shall also be binding upon the Contractor as though made applicable to the Contractor directly. Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation on the part of Contractor on such rules, regulations, requirements and directives.

16. CONFIDENTIALITY

Contractor shall not use confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall protect all confidential information and shall prevent its unauthorized disclosure. Confidential information shall include all information protected by California and Federal Law including but not limited to Welfare and Institutions Code sections 10850 and 827.

Contractor shall promptly transmit to County all requests for disclosure of information.

17. CONFLICT OF INTEREST

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

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

18. DRUG FREE WORKPLACE

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

19. HEALTH AND SAFETY STANDARDS

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

Contractor acknowledges receipt of all health and safety information and training.

20. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Agreement.

21. NONDISCRIMINATION

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

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

22. SUBCONTRACTOR AND ASSIGNMENT

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the departmental contract manager, department head or his or her designee and the County Administrative Officer subject to any required state or federal approval.

Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

23. UNFORESEEN CIRCUMSTANCES

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

24. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by

Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk.

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

25. NOTICE

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

COUNTY:
Sanja K. Bugay, Director
Kings County Human Services Agency
1400 W. Lacey Blvd., Bldg. #8
Hanford, CA 93230
Phone No: (559) 582-3241, Ext. 2200

CONTRACTOR:
Vail Dutto, CEO
InTelegy Corporation
315 Tuscany Ct.
Danville, CA 94506
Phone No: (925) 736-8501

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

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. CHANGES AND AMENDMENTS

County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Agreement. Amendments that are not State-approved vendor agreement amendments shall be submitted to the State for prior approval at least thirty days before the effective date of any proposed changes governing compensation, services or term.

The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual agreement in writing. All amendment requests shall be submitted in writing to the County Administrator's Office.

No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement.

28. CHOICE OF LAW

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

29. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including any exhibits referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein. This Agreement 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. This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

30. 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.

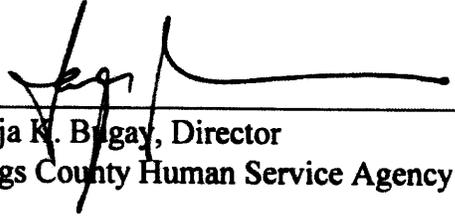
31. PREVAILING WAGE; REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS FOR COMPLIANCE MONITORING

Contractor understands and agrees that the work performed under this Agreement may be subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for determining whether the work to be performed hereunder is subject to prevailing wage laws and shall bear sole responsibility for ensuring the enforcement thereof.

In the event the work to be performed hereunder is subject to prevailing wage, Contractor understands and agrees that it shall be required to register with and submit certified

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

**REVIEWED AND RECOMMENDED FOR COUNTY OF KINGS
APPROVAL:**



Sanja K. Bugay, Director
Kings County Human Service Agency

Doug Verboon, Chairman
Kings County Board of Supervisors

CONTRACTOR

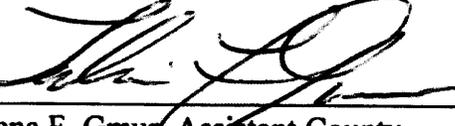
ATTEST

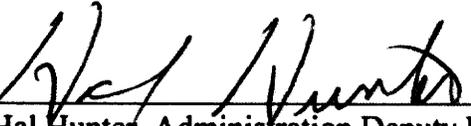
Vail Dutto, CFO
InTelegy Corporation

Catherine Venturella
Clerk to the Board of Supervisor

**APPROVED AS LEGAL FORM:
Colleen Carlson, County Counsel**

APPROVED AS TO ACCOUNTING FORM:


BY: _____
Juliana F. Gmur, Assistant County
Counsel



Hal Hunter, Administration Deputy Director
Kings County Human Services Agency

- Exhibits/Attachments:**
Exhibit A: Scope of Work
Exhibit B: Proposed Budget
Exhibit C: Assurance of Compliance with County – Non Discrimination

Exhibit A



**Kings County Human Services
Intake Service Delivery Re-design**

- Phase I Assessment, Strategy and Plan**
- Phase II Design and Implementation**
- Phase III Ongoing Operational Support**

October 17, 2016

I. SITUATION OVERVIEW

InTelegy Corporation is proposing to supply Kings County with Service Center and Lobby consulting that will enable the Human Services Agency to meet their goals. At the conclusion of the Service Center Assessment & Plan, Kings County will have a comprehensive blue print for change and enhancement of their service delivery model. From that approved plan InTelegy Corporation will partner with King’s County Executive Management team to put in place an implementation project to see the objectives through to implementation.

InTelegy Corporation is proposing to supply Kings County with consulting that will enable the Human Services Agency to meet their goals. The benefits of working with InTelegy are:

- Ability to leverage InTelegy’s core competencies in Intake Service Center services
- InTelegy’s significant experience with Medi-Cal, Cal Fresh and Covered California Service Center development. InTelegy has implemented fifteen County Service Centers within the last seven-year timeframe.
- By-pass painful learning curves and costly mistakes – utilize InTelegy’s proven operations methodology and experience with service center technology implementation will save time and money.
- Speed of implementation – leverage InTelegy’s resources and experience to meet aggressive deadlines

Proposed Solution:

InTelegy’s key experts in Service Center Design and Lobby enhancement will perform the work outlined in this Scope of Work. A three-phased approach will ensure that Strategy & Operational Readiness, Design & Implementation and the Ongoing Operations of the new business model are supported by InTelegy knowledge and experience. The goal is a transfer of knowledge as well as efficient implementation through the use of InTelegy templates based on delivery in other counties. Through a combination of onsite and offsite consulting, InTelegy will fulfill the requirements of the following scope of work. .

High Level Milestones and Timeline

Milestone	
Phase II Design & Implementation	Est 9 months
Committee Work	Months 1-6 of Design and Build
Technology Procurement Complete	TBD
Service Delivery Redesign/Training	Kings County staff development ; not included in InTelegy Scope
Service Delivery Redesign/Lobby Launch #1	TBD in Strategy and Plan
Service Delivery Redesign/Lobby Launch #2	TBD in Strategy and Plan

Phase III Ongoing Operations Support

3 months after launch

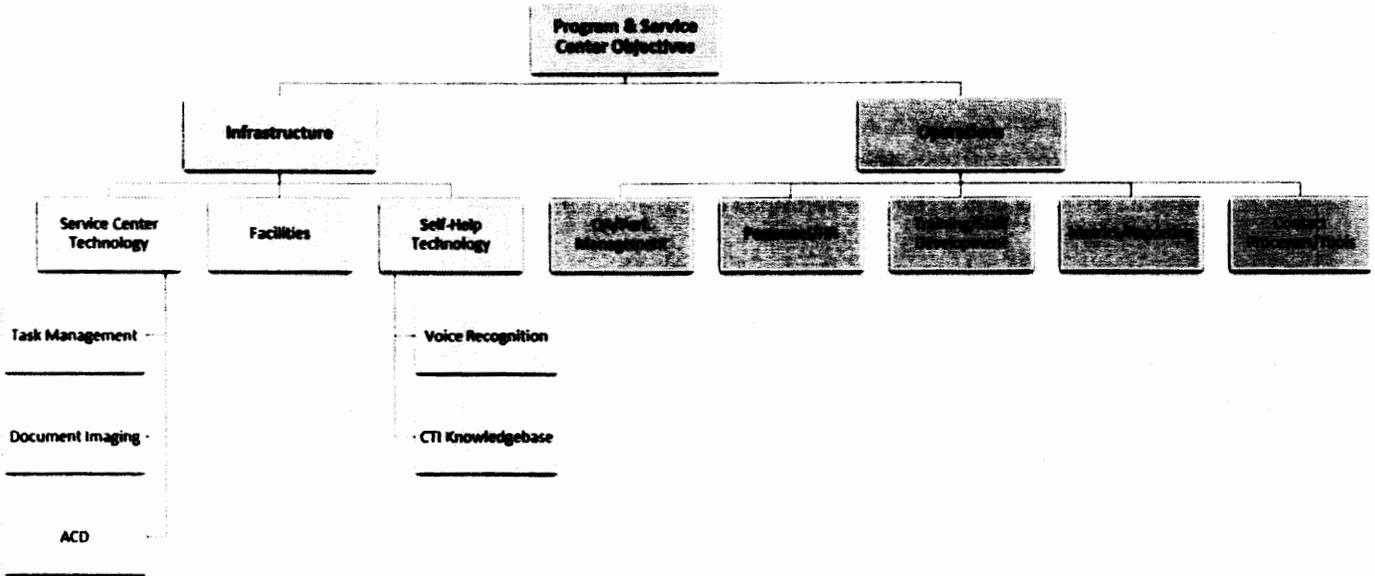
Note: Results of Phase I Assessment & Plan could impact training schedule and associated fees.

II. SCOPE OF WORK

InTelegy's methodology for the Assessment and Plan will utilize InTelegy senior consultants who will meet with the Kings County HSA management team to review business objectives and define the role of the Service Delivery Redesign model in achieving them

PHASE I Assessment, Strategy and Plan

The following areas are examined:



Program & Service Center Objectives:

- Review & define the desired client experience and the role of the new Service Delivery model in ensuring the positive experience
- Define Intake Service Delivery model and lobby modernization role/integration with other HSA benefit programs
- Review the opportunity and document a recommended phased approach

Infrastructure and Technology:

- Review the existing facilities and determine if there are additional requirements to support the desired Service Delivery model.

- Review the current lobby customer experience including check in process, wait times, number of client touches before resolution and hand offs.
- Conduct an analysis of the current telecommunications and hardware/software tools available to support a new Service Delivery model
 - a. Document imaging
 - b. Task management and distribution
 - c. Lobby management and appointment management modules
- Determine the role and opportunity for new technology to streamline processes. To include but not limited to:
 - a. Determine the applicability of: Chat, email, text, e signature, robo calling and phone applications, call recording

Operations:

- Review current staff and management; define future staffing requirements including job profiles and roles/responsibilities
- Review and estimate time requirements of phone staff, intake staff, and clerical staff to define organization structure and staff requirements by position
- Review all current processes and customer service workflows
- Review the use of waivers and the applicability to the new model.
- Review language requirements and staff requirements to provide in -language service
- Review current staff development organization and capacity in order to identify training needs to support process and service objectives and transition of case workers to an Intake Service Center environment
- Review current reports and report availability, set key performance metrics and reporting matrices.
- Review staff accountability and data driven decision-making expertise.

Assessment and Plan Deliverable:

InTelegy's analysis and recommendations will be delivered in a detailed assessment PowerPoint presentation with back-up documentation. This document will include:

- Determine Kings County strategic objectives and measurable outcomes
- Review and approve high level process and client experience recommendations
 - Proposed Call Handling processes
 - Proposed Intake and Ongoing Service Center processes
 - Proposed lobby redesign and self-help options for more efficient client experience
 - Interview process and application processes
- Proposed technology enhancements
- Determine short term vs. long term initiatives
- Identify committee leads and committee schedule
- Identify funding for known budget requirements
- Create a 2 year workload volume projections and staffing assumptions. The workload analysis will be conducted using the InTelegy Staff Planning Tool

- Review current reports and report availability, set key performance metrics and reporting matrices.
- Determine communications plans for staff, clients, CBO's, unions,
- Current benchmarks for key metrics to measure progress and results of Service Delivery model; lobby traffic and wait times, benefits issuance turnaround times,
- A comprehensive project plan that details the information required functional responsibility and timelines for effective communication and coordination of the Service Center implementation

PHASE II Design and Implementation

Project Management

InTelegy Corporation's successful process, now implemented at 14 other counties, assumes collaboration and support from many parts of the HSA organization.

InTelegy Corporation will utilize the baseline project plan developed during the Assessment & Plan phase to start the project. InTelegy will provide project management responsibilities in this role InTelegy will:

- Provide input and guidance on the utilization of the project plan. Maintain responsibility for consolidating and updating ongoing project plans to ensure timely completion of all related tasks.
- Follow up and escalate as necessary to ensure completion of tasks on time and on budget.
- Coordinating weekly implementation meetings, ensure the project plan is updated and communicated to all participants.
- Ensuring that all committee meetings are conducted and that the dependencies and information flow between subcommittees is communicated.

Kings County project team members will be responsible for confirming initial project plan dates and assignments and will then be expected to meet specific dates throughout the course of the project. Kings County project team members will be expected to be in attendance at all assigned meetings unless otherwise excused. Completion dates of all project plan items will be closely monitored.

Committee Planning:

Based on what has been successful in other county implementations as well as the size of the Kings County management team, InTelegy Corporation has identified recommended committees for service delivery redesign project. Starting with these identified committees, InTelegy Corporation will work with the project sponsors to identify committee members and timing and frequency of ongoing committee meetings.

Following are the typical committees assembled for the project:

- 1. Executive Oversight/ Steering**
- 2. Workflow and Operations**
- 3. Operations Management**

- 4. Technology & Facilities**
- 5. Communications & Training**

Committee Kick Off:

InTelegy Corporation will organize and facilitate a committee kick off presentation/meeting. This meeting will be conducted using a PowerPoint presentation, summarizing the original Service Delivery Redesign Plan, and identifying the ongoing roles and responsibilities of the committee members.

At the completion of this kick off meeting, individual committee kick off meetings will be scheduled and each committee member will have a full scope overview of the initiatives before them.

Design and Build Detail

InTelegy Corporation will lead the design and build phase through the work accomplished at the committee level. The specific roles and responsibilities are listed by committee:

Executive Sync Up

The Executive Sync Up will be comprised of the InTelegy Consulting Team and the Executive Sponsors and Project Leads for this project. The goal of the sync up will be to provide overview and direction to the design and build effort and to identify and provide required resources and budget approval. InTelegy Corporation will lead effort through regularly scheduled conference calls, which will be supported by a detailed review of the progress from each committee against the Scope of Work deliverables; project plan and timeline and risk assessment.

Steering

The Steering committee will be comprised of the committee leads from each of the design and build committees. The goal of this committee will be to provide direction to design and build effort and to identify and allow sharing between the individual committees. InTelegy Corporation will lead this group through twice monthly meetings, which will be supported by a detailed review of the progress from each committee and an updated high level timeline.

One time/month a formal presentation of project status may be delivered to other key executives from other HSA divisions.

Workflow and Operations

The Workflow and Operations committee will have the responsibility of building all of the Service Delivery processes. This committee will be comprised of key managers, supervisors and eligibility staff whose responsibility will be to develop the following:

- Lobby check in and self-help options including the use of self-help and assisted help technologies, redesigned lobby "windows", reorganized staff to support the clients with one contact resolution.
- Intake call handling, utilizing the existing call center operations, to handle intake related customer service calls.

- Application processing procedures including multiple channels for application receipt (online, mail, walk in, call in) and multiple application interview and processing procedures including phone interviews, in person interviews (when required) and application processing without client contact.
- Interview scheduling and completion including an automated, round-robin, form of task and interview scheduling, use of advanced technologies such as automated calls to client for interview notification and reminders and employee notifications of interviews- all to accomplish the goal of processing more applications in a more timely manner
- Focused effort on decreasing lobby lines which can be outside the building through improved processes and technology
- Redesigned ongoing case management processes as needed.

Productivity Management Reports:

- **Key Metrics Management:** will develop key metrics against which success will be measured in the Service Delivery Redesign. Service Delivery Redesign metrics typically include application processing time/turnaround, lobby wait time, intake call service level & average speed of answer, email response time.
- **Reporting:** InTelegy will create report templates and distribution schedules. This will include a Reporting Workbook with both dashboard and detailed reporting by function. The source of data will be identified and a detailed description of reports required from the phone system, Task Management, CIV and any other supporting technologies.
- **Scheduling and adherence tools and processes** will be developed to meet the demands of staffing to fluctuating call and work load volumes.

Management Processes:

- **Daily operations procedures and tasks** will be re-defined and customized to the needs of Kings County. Specific 'day in the life of' documents will reflect the expectations of the manager and Supervisor in their new roles in the Service Delivery Redesign.
- **Supervisor management plan and tools-** a detailed supervisor management plan will be developed to include daily management duties for schedule adherence, individual and team productivity management and quality case and call responsibly. Tools will be developed to support this process to include Supervisor and EW one: one meeting agendas, Unit Meeting agendas.
- **This committee will determine quality monitoring standards and create performance benchmarks.** The committee will deliver customized monitoring forms that assist in managing agent quality, productivity and attendance, based on input and guidance provided by Kings County. This committee will also identify CIV case management processes and related supervisor task review processes required for the operation.

Technology & Facilities

Based upon the requirements determined in the Assessment and Plan, InTelegy will work with the IT team to develop the requirements for the Service Delivery Model technology. The Service Delivery Model Technology committee will be responsible for the procurement, implementation, and customization and/or programming of any technology required to support the Service Delivery Redesign.

This committee will also address the facility requirements specific to the Service Delivery Model project. InTelegy will participate in this committee to provide Service Delivery Model expertise and to relay the requirements to the facility manager, ensuring that the facility designed supports the planned operation.

Communications

InTelegy will participate in this committee providing guidance and examples from other county implementations, and ensuring the appropriate communication is provide to ensure client and employee satisfaction.

- The Communications Committee will be responsible for developing internal and external marketing/communication materials to promote the new Service Delivery Redesign. These materials may include employee newsletter, client mailing, press articles, presentations, facility open house events and more.
- Plan for and implement ongoing employee satisfaction survey and a client satisfaction survey and provide analysis and results as a benchmark for future Service Delivery Model measurements.
- Job Aides: This subcommittee will also identify any other desk top or intranet based job aides required by the eligibility staff to ensure access to all necessary information.
- Intranet Site: This committee will develop (or modify) an intranet site specific to the Service Delivery Model and ensure that all process documentation, frequently asked questions, useful links and any other resource for the Service Delivery Model staff, is published and routinely updated.

Training Committee and Training Delivery

The InTelegy training staff will consult with Kings County Staff Development to develop the training plan for the implementation of the service delivery redesign. The training committee will be responsible for developing the necessary training for implementation of the redesigned service center. InTelegy's trainers will conduct some of the training and also support the King's County staff development team in order to ensure their ability to perform future trainings. It is assumed that these trainings would include:

1. Leading through Change-

1 day Training- assuming InTelegy delivers 1 day total

Prior to the launch of committee work, InTelegy will conduct "Leading through Change" training for all supervisors and managers. This session will prepare leaders to be effective in

communication and facilitating the new changes in service delivery. The objective of the training is to:

- Gain an understanding of how leadership and motivation play a key role in change management
- Identify leadership and motivation best practices
- Understand concepts related to leading change and managing transitions
- Identify steps for leading successful change.

2. Pre-launch process training for workers and clerical- Topics will include:

1.5 day training per class, max class size of 25- assumes InTelegy delivers 2 classes, 3 days total

- Introduction to the new service delivery model
- Service Center organization
- Day in the Life documentation by position
- Task assignment, workflows, business process
- Customer Service skills
- Leading and Motivation for Supervisors
- Introduction to Managing with Metrics

3. Pre-launch process training Supervisors- Topics will include:

½ day training per class, max class size of 25- assumes InTelegy delivers 2 classes, 1 day total

- Leading and Motivation for Supervisors
- Introduction to Managing with Metrics

4. Post launch supervisor training for metric management - held during Phase III Ongoing Operations Management)

½ day training per class, max class size of 25- assumes InTelegy delivers 2 classes, 1 day total

- Managing with Metrics—trends, reporting, best practices
- Quality Review and feedback

		Project Kick Off	Pre-Launch Service Center Training			Post Launch
Max Class Size		25	25			Max Class Size
Total Staff by Position		Leading Through Change	Intro to Needs-Based Service Center Model	Workflow & Customer Service Skills	Supervisor Skills- Leading and Motivating & Intro to Managing with Metrics	Managing with Metrics
Length of Class		1 day	1/2 day	1 day	1/2 day	1/2 day
Total # Training Days		1	1	2	1	1.0
						6

- Assuming that the Kings County designated trainer is in attendance at all classes, InTelegy will conduct a train-the-trainer instruction to include review of all Leader Guides, Classroom role-play and mock training scenarios and certification.
- With agreement to this train-the-trainer session, Kings County obtains the rights to duplicate the InTelegy training for use with subsequent customer service representative training classes. This right does not extend outside the Yolo County Service Center.

Phase III Post-Launch Support/Ongoing Operations

A differentiator in the InTelegy offering is our process of working with our Service Delivery Model clients throughout the first months of the Service Delivery Model operation. A consistent and proactive approach to project management will ensure that the Service Delivery Model implementation is smooth, that all plans are executed successfully and that the Service Delivery Model exceeds expectations by the end of the first year.

- **On Site Service Delivery Model Deployment:** Continuing in the role of Project Leader and onsite Service Delivery Model expert, the InTelegy consultants will continue with the initiatives outlined in the project plan for the implementation of the Service Delivery Redesign. In this role the InTelegy consultants will:
 - **Manage and participate weekly post launch meetings to ensure adherence to the design and build plan for the Service Delivery Model process and procedures designed in Phase II.**
 - **Provide input to prioritize, change and enhance the newly launched Service Delivery Redesign, collect and analyze feedback on process and technology functions that may require adjustment and ensure adjustments are implemented**
 - **Provide continued Service Delivery Model expertise through interaction with the Service Delivery Model management team.**

- **Ongoing Operations:** After the initial training and launch of the Service Delivery Redesign, it will be critical that the Service Delivery Model management team has a resource to support them as they learn new skills and processes. The InTelegy consultants will be responsible for ensuring adherence to process and the continued process update and enhancement effort. The InTelegy consultant will participate in weekly meetings with the Service Delivery Model supervisor and management team to review weekly reports from the Service Delivery Redesign. In this role they will:
 - **Review Service Delivery Model phone and task management reports**
 - **Provide input on coaching and counseling for individual eligibility staff**
 - **Provide feedback on Service Delivery Model enhancements**
 - **Provide coaching for Service Delivery Model supervisors and managers**
 - **Work side by side management team to ensure a transfer of knowledge in their new role as Service Delivery Model managers**
 - **Review and update all workflow processes, gaining input from worker representatives and communicating all changes throughout the organization**

Exhibit B

III. Project Budget

Category of Work	Projected Timeline	Total Fees
Consulting Support	Phase I Assessment, Strategy and Plan	\$34,000
	Phase II Design & Build: 9 months 60 hours/month @ \$210/hr \$12,600/month	\$113,400
	Ongoing Operations Support: 3 months 60 hours/month @\$210/hr \$12,600 per month	\$37,800
Training Delivery	6 days total @ \$3,000/day plus training travel at \$3,500	\$21,500
Travel	14 month, 2 onsite trips/month; \$2,000/month	\$28,000
Total		\$234,700

Exhibit C

Assurance Of Compliance with the Kings County Human Services Agency For Nondiscrimination In State and Federally Assisted Programs

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Contractor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination. Contractor shall immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Vail Dutto, CEO
InTelegy Corporation



Sanja K. Bugay
Director

Human Services Agency

County of Kings - State of California

Child Welfare & Adult Services
Benefits & Employment Training Services
Adoption & Foster Home Licensing Services

DATE: November 17, 2016

TO: Dan Willhite, Purchasing Manager

FROM: *Sanja K. Bugay for Director*
Sanja K. Bugay, Director of Human Services Agency

SUBJECT: JUSTIFICATION FOR AN AGREEMENT WITH INTELEGY CORPORATION

This memo provides information and justification for an Agreement with InTelegy Corporation (InTelegy). The Human Services Agency (HSA) is requesting to enter into an Agreement with InTelegy for service center and lobby design consulting that will enable the Agency to enhance its current delivery systems to better serve Medi-Cal, CalFresh and California Work Opportunities for Kids (CaWORKs) program of Kings County. While the Agency has made a number of changes over the years, including migrating to the C-IV automated system in 2009, implementing a Customer Service Center (CSC) and the Affordable Care Act in 2013, and changing to a task based workload assignment in 2014; the need to respond more efficiently and effectively to caseload and staff influxes, budget impacts and increased customer contacts has become of greater urgency.

The request for HSA to contract the services for assessment, design and implementation, and post launch support/ongoing operations with InTelegy to review the Human Services Agency's current operation efforts in delivery of services to public assistance customers. Their knowledge of interworking of the various eligibility systems, best practices from at least fourteen other counties with which they have successfully worked to help improve outcomes and efficiency. InTelegy will help to provide in-depth analysis of our current processes and recommendations of where HSA can make improvements, changes and/or better utilize the technology we have available to improve our outcomes, service levels and customer experience.

Kings County Human Services Agency is also submitting this request to waive the competitive bidding process consistent with Kings County Purchasing Policy, Section V, B. Sole Source Procurement of Good and Personal Services to enter into an agreement with InTelegy for service delivery redesign for our service center and lobby. Due to their unique experience with developing the strategy for a client friendly system and cost effective plan, HSA is requesting that InTelegy receive funding in the amount of \$234,700 for the assessment, design and implementation, and post launch support/ongoing operations. This agreement is fully funded by CalFresh and Medi-Cal allocations with no net county cost. InTelegy is a California Multiple Award Schedule (CMAS).

The design outcome will be uniquely and specifically created for Kings County, InTelegy offers a unique knowledge base to ensure the plan developed is properly implemented. InTelegy staff will be onsite to provide project management, committee planning, staff training and consulting services in areas during and after implementation. All of these functions are labor and time intensive for any one of our current staff to undertake on their own, and with InTelegy's experience will move quicker and smoother through the process.

SOLE SOURCE JUSTIFICATION

This form must accompany any requisition over \$25,000 whenever a sole source purchase is requested. State law subjects 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 Agent.

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:
Manufacture/Model Number:
Age:
Current Value:

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. *See attached memo dated 11-17-16*

3. Was an evaluation of other equipment, products, or services completed? Yes. No. If yes, please attach the results of evaluation.

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. *Sanja Bugay, Director of H.S.A*

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 business relationship or financial interest in the suggested vendor.

Signature *Antonette Gonzalez*

Printed Name and Title *Antonette Gonzalez, Deputy Director*

Date *11-17-16*

Purchasing Manager: Approved as written _____ Rejected _____ Signed _____
Dan Willhite, Purchasing Manager



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 22, 2016

SUBMITTED BY: Information Technology Department – Mark Dawson/Dan Willhite
SUBJECT: AWARD FOR VARIOUS COUNTY PICKUP TRUCK PURCHASES

SUMMARY:

Overview:

Your Board approved, in the FY16/17 budget year, the purchase of six new pickup trucks for the Fleet Division. The Purchasing Manager requests your Board's approval to award to the lowest responsible bidder.

Recommendation:

- 1) Approve the recommendation to award Hanford Chrysler Dodge for the purchase of six Dodge pickup trucks not to exceed \$167,000; and
- 2) Authorize the Purchasing Manager to sign the Purchase Order.

Fiscal Impact:

The total cost for the purchase shall not exceed \$167,000. The funding for this purchase was included under fixed assets in the Fleet 2016/2017 fiscal year budget 925600/82440057.

BACKGROUND:

The Fleet and Purchasing Divisions worked together to solicit bids for the purchase of these six pickup trucks from local and out of area dealers. Environmental Health will receive one truck, Community Development Agency will receive two trucks, and the Ag Department will receive two trucks. Four responses were received (Hanford Chrysler Dodge, Keller Motors/Ford, Visalia Ford and Giant Chevrolet), with Hanford Chrysler Dodge submitting the lowest responsive bid.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

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 November 22, 2016

SUBMITTED BY: Information Technology Department – Mark Dawson/Dan Willhite
Public Works – Kevin McAlister/Rhonda Mann

SUBJECT: ELECTRIC VEHICLES PURCHASE REQUEST

SUMMARY:

Overview:

Your Board approved, in the FY 16/17 budget year, the purchase of three electric sedans and two CNG trucks for the Fleet. The request today is to purchase a total of six electric sedans instead of the CNG trucks (due to air board restrictions). In doing so Public Works will be able to leverage a Southern California Edison (SCE) grant for nine electric vehicles charging stations. Bids were solicited and the Purchasing Manager requests that your Board approve and award to the lowest responsible bidder.

Recommendation:

- 1) Approve the recommendation to award Selma Nissan for the purchase of six Nissan Leaf sedans not to exceed \$157,800; and
- 2) Authorize the Purchasing Manager to sign the Purchase Order; and
- 3) Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer form (4/5th vote required)

Fiscal Impact:

The total cost for the purchase shall not exceed \$157,800. Partial funding of \$103,800 for this purchase was included under fixed assets in the Fleet 2016/2017 fiscal year budget 925600/82440062. It is requested to transfer \$15,000 from Account 925600/82440057 (savings in 1/2 Ton Pickups), and the remainder of \$39,000 be appropriated from the Fleet Fund. Additionally, the value of the charging stations that the County will receive under the SCE grant is approximately \$70,000.

BACKGROUND:

The Fleet and Purchasing Divisions worked together to solicit bids for the purchase of five of the vehicles from local and out of area dealers. These are replacement vehicles for the motor pool/fleet and will retire five gasoline powered vehicles. Four responses were received (Lithia of Fresno, Lithia of Clovis, Visalia Nissan and Selma Nissan). Lithia of Fresno subsequently pulled their bid and the next lowest bidder was Selma Nissan.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COUNTY OF KINGS
PURCHASING DIVISION BUILDING 6
1400 W. Lacey Blvd, Hanford CA 93230**

If further information is required, please contact:

Purchasing Assistant, Art Perez

Tele: 559-852-2539, Fax: 584-8371

Email: art.perez@countyofkings.com

REQUEST FOR QUOTATION

IMPORTANT: Show the following information on the face of your quote.

Request for Quotation No: 2017-31 2016 NISSAN LEAF SV MODEL

Return Quote by: THURSDAY, NOVEMBER 3, 2016 AT OR BEFORE 10AM

The following to be completed by vendor:

IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.

Delivery within <u>90</u> days unless otherwise noted below. Delivery <u>60 - 90</u>		FOB point shall be destination unless otherwise specified. <u>Hanford</u>	Terms shall be NET 30 days unless otherwise specified. <u>Net 30</u>	Quoted by: (Please Print) <u>Patrick Ireland</u>		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	6	EA	SIX NEW AND UNUSED 2016 NISSAN LEAF SV MODELS WITH THE 30KWH LITHIUM-ION BATTERY, WHITE EXTERIOR, BLACK OR GRAY INTERIOR. MUST BE ABLE TO BE CHARGE OFF OF A LEVEL 2 CHARGER 208/240 32A VOLTAGE, AND ADD FLOOR MATS IF NOT INCLUDED. ALL DMV DOCUMENTATION TO BE PROCESSED BY SUCCESSFUL VENDOR. DELIVERY TO OUR SITE REQUIRED, ADDRESS IMMEDIATELY BELOW: FLEET SHOP 11827 11TH AVE HANFORD CA 93230 ALL CHARGES TO BE INVOICED MUST APPEAR ON THIS BID FORM OR AN ATTACHED SHEET OR SHALL NOT BE ALLOWED. CA Tire Tax	as specified as specified as specified	24411.00 7.00	146466.00 42.00
			SUB TOTAL			146508.00
			SALES TAX AT 7.50%			10984.95
			DELIVERY CHARGE			0
			LUMP SUM TOTAL			157492.95
PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ, PURCHASING ASSISTANT <u>Art.Perez@countyofkings.com</u>						

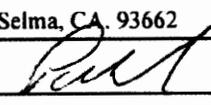
Quotations on other than this form will be subject to rejection.
Do not include Federal Excise Tax.

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.

Date of Quotation 11/17/2017

Name of Firm Selma Nissan

Mailing Address 2525 Highland Ave
Selma, CA, 93662

Signature 

Telephone 559-707-5735

Email Address patireland1962@yahoo.com

**COUNTY OF KINGS
PURCHASING DIVISION BUILDING 6
1400 W. Lacey Blvd, Hanford CA 93230**

If further information is required, please contact:
Purchasing Assistant, Art Perez
Tele: 559-852-2539, Fax: 584-8371
Email: art.perez@countyofkings.com

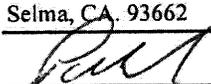
REQUEST FOR QUOTATION
IMPORTANT: Show the following information on the
face of your quote.
Request for Quotation No: 2017-31 2016 NISSAN LEAF SV MODEL
Return Quote by: THURSDAY, NOVEMBER 3, 2016 AT OR BEFORE 10AM

The following to be completed by vendor:
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Delivery within <u>90</u> days unless otherwise noted below. Delivery <u>60 - 90</u>		FOB point shall be destination unless otherwise specified. <u>Hanford</u>	Terms shall be NET 30 days unless otherwise specified. <u>Net 30</u>	Quoted by: (Please Print) <u>Patrick Ireland</u>		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
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			SUB TOTAL			146508.00
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			LUMP SUM TOTAL			157492.95
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Quotations on other than this form will be subject to rejection.
Do not include Federal Excise Tax.

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.

Date of Quotation 11/17/2017
Name of Firm Selma Nissan
Mailing Address 2525 Highland Ave
Selma, CA 93662
Signature 
Telephone 559-707-5735
Email Address patireland1962@yahoo.com

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Public Works	Fleet	Sedans	2500	925600	82440064	39,000
					TOTAL	39,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
					TOTAL	0

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
Public Works	Fleet	Sedans	2500	925600	82440057	15,000
					TOTAL	15,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
Public Works	Fleet	Sedans	2500	925600	82440064	15,000
					TOTAL	15,000

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed).

Auditor Approval _____ Department Head 

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 22, 2016

SUBMITTED BY: Administration Office – Larry Spikes/Rebecca Campbell
Department of Finance – Rebecca Valenzuela
Assessor/Clerk-Recorder – Kristine Lee
Information Technology – Mark Dawson

SUBJECT: EXTENSION OF SERVICE CHANGE REQUEST 2 FOR 21TECH, LLC.

SUMMARY:

Overview:

This request is to provide support for the continuation of data conversion services provided by 21Tech, LLC. (21Tech) in conjunction with the Thompson-Reuters Aumentum Property Tax System.

Recommendation:

Authorize the Chairman of the Board to sign Change Request # 2 with 21Tech, LLC. for the continuation of data conversion from October 2016 through October 2017.

Fiscal Impact:

Funding for this project was included in the FY 2016/17 budget in Budget Unit 121600/82223000. This Change Request is for up to \$164,430 for 21Tech services completed from October of this fiscal year 2016/17 through October of next fiscal year 2017/18. The balance in the project account for the data conversion is \$159,458, which will be paid on a time and materials basis. It is expected that additional funds may need to be budgeted in the next fiscal year to finalize the data conversion at the go-live stage.

BACKGROUND:

The County is currently in the process of replacing the legacy mainframe property tax system with the Thompson Reuters Aumentum system. On October 9, 2012, the County executed an agreement to license the

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

MELANIE CURTIS, Deputy Clerk to the Board

By _____, Deputy.

Agenda Item

EXTENSION OF SERVICE CHANGE REQUEST 2 FOR 21TECH, LLC.

November 22, 2016

Page 2 of 2

Thomson Reuter's (TR) Recorder's Office Software System (version 9.4) for \$293,088. The agreement included an option to subsequently license the TR Assessor and Tax Systems, contingent on a successful deployment of the Recorder's Office System. The Recorder's Office successfully deployed that system of June 16, 2014.

On November 5, 2013, the Board approved Phase II, the licensing of the TR Assessor and Tax System. Payment was to be made annually on an escalating 12-year schedule (2013-2025).

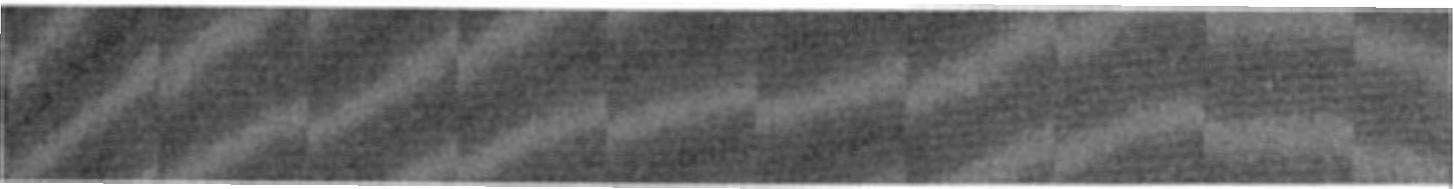
On July 29, 2014, a time and materials contract with 21Tech for data conversion services (Mainframe format to TR System format) was approved by the Board.

On April 14, 2015, at the request of Thomson Reuters, the County's scheduled go-live date was extended. The change reflected TR's desire to provide a single code-base software solution for all licensed California counties (version 10.x). In exchange for the delay TR agreed to provide both version 10.x and eGov at no additional cost to the County. They also agreed to shift scheduled payment number 3 to payment schedule period 13 (2026).

On September 29, 2015, 21Tech Change Request #1 was approved, reflecting the delayed implementation schedule.

Within the last 30 days Thomson Reuters has asked the County to delay the implementation schedule from an October, 2016 go-live date to 2017. The request is designed to allow TR to complete system modifications requested by several large California Counties (Riverside, in particular) and for Riverside to go-live with the 10.4 version. Based on this request, the new Kings County go-live date is slated for summer of 2017. Official documents have yet to be received from TR, however it is the County's position that scheduled payment #4 will be delayed to period 14 (2027).

This agenda item (21Tech change request #2), is included in the FY 16/17 budget, allows completion of outstanding data conversion work and supports 21Tech remaining available for User Acceptance Testing (UAT) activities in the Spring of 2017 and go-live in the summer of 2017. The data conversion project is approximately 75 percent complete. It is requested that your Board approve Change Request # 2 today in order for the data conversion to continue to 100 percent completion.



CHANGE REQUEST NO: KC02 – Amendment for October 2016 – October 2017		Date Submitted: 10/24/2016	
Project Name: Legacy Data Conversion to Aumentum Property Tax Client Name: Kings County		Module Name: Conversion	
Originator: Mark Dawson		Project Manager: Jawahar Vyas	
Priority: <input type="checkbox"/> Urgent <input checked="" type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	Required Date (if urgent):		
Scope: <input type="checkbox"/> In <input type="checkbox"/> Out	Cost: <input checked="" type="checkbox"/> T&M <input type="checkbox"/> Fixed	(expires 30 days from date of response)	
Estimated Delivery Date:	Not Applicable		
Request Type:	<input type="checkbox"/> Product <input type="checkbox"/> Schedule <input checked="" type="checkbox"/> Effort <input type="checkbox"/> Process <input type="checkbox"/> Contract		

Description of Change Being Requested

Kings County is implementing Aumentum Property tax and has contracted with 21Tech for data migration services. This work effort began in August of 2014. The project has grown in scope since the initial work effort, and Kings County has requesting 21Tech assistance required to understand the business rules from a technical perspective required to correctly map complex legacy data to the new platform, Aumentum.

This is a second CR, and it defines the new scope of workload division and provides estimates for completing the project based on the "knowns" to assist Kings County in converting legacy data into Aumentum for Go-Live in October 2017.

This CR does not include any 21Tech activities required to convert to the 10.00.0x version of Aumentum. It is not expected that the decision to upgrade from 9.00.0x (original scope) to 10.00.0x will have any impact on 21Tech data conversion activities, as all data transformation required to go from 9.00.0x schema to 10.00.0x schema will be handled by Thompson Ruetuer per their agreement with Kings County.

Completed By: Jawahar Vyas	Date: 10/24/2016
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Assumptions

- The estimates assume an October 2017 go-live
- The estimates assume that 21Tech will be working on the project part time between December 2016 to August 2017.
- If the go-live date changes, 21Tech will revise this estimate
- The estimates and the timelines are based on:
 1. Known issues
 2. Known risks
- Changes or significant alteration in scope will result in re-estimation of scope and fees

Completed By: Jawahar Vyas	Date: 10/24/2016
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Contractual Assessment

The total budget requested for phase 3 is \$164,430 (1218 * \$135/hr)

PHASE 3				
ESTIMATES	PM	Developer	Analyst	Total Hours
Oct-16	80	160	60	300
Nov-16	40	160	60	260
Dec-16	0	140	40	180
Jan-17	4	40	16	60
Feb-17	4	40	16	60
Mar-17	4	40	16	60
Apr-17	4	40	16	60
May-17	4	40	16	60
Jun-17	4	40	16	60
Jul-17	4	40	16	60
Aug-17	4	40	16	60
Sep-17	40	160	40	240
Oct-17	20	80	40	140
Phase 3 Total	212	1020	368	1218

Additionally a surplus of 382 hrs from Phase 2 which can be utilized in these estimates to reduce the hours from 1218 to 836

Completed By: Jawahar Vyas Date: 10/24/2016

Cost Breakdown

Total Estimated Costs: Upto \$164,430 (October 2016 – October 2017 @ 1218 hrs)

Payment Terms: End of Month T&M Billing

Completed By: Jawahar Vyas Date: 10/24/2016

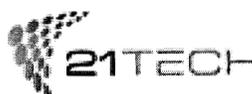
21Tech Approval

Manager Signature: _____ Date: _____

Client Approval

Change Request Decision:
 Approved As Requested Approved as Amended Rejected Escalated

Client Signature: _____ Date: _____





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 22, 2016

SUBMITTED BY: Administration – Larry Spikes/Sande Huddleston
SUBJECT: UPDATE TO KINGS COUNTY’S HEALTH BENEFITS PLAN
SUMMARY:

Overview:

The Kings County Health Benefits Plan is being updated to reflect new changes to the Prescription Drug Plan recommended by the Health Insurance Advisory Committee.

Recommendation:

Approve changes to the Prescription Drug Plan as recommended by the Health Insurance Advisory Committee.

Fiscal Impact:

Any fiscal impacts will be within the Health Insurance Fund.

BACKGROUND:

The costs associated with the Kings County Health Insurance Plan for prescription drugs continues to increase every year. The Kings County Health Insurance Advisory Committee created a sub-committee to meet and review the costs associated with the plan. Increasing costs to the Plan will inadvertently have an affect on the premiums that both the County and the employees have to pay. The sub-committee recommended to the Committee the following changes which will take affect on January 1, 2017.

- 1) **Mandatory generic prescriptions, unless your doctor states you cannot take generic.**
- 2) **Mandatory mail order.** Our mail order company is Costco, so you can either order your prescriptions by mail and have them delivered to you or you may pick up 3 months supply from Costco. You must decide if you want them mailed or picked up, you cannot do both. It will be the same cost for both mail and pick up at the pharmacy. You do not have to be a Costco member to use the pharmacy.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2016.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

UPDATE TO KINGS COUNTY'S HEALTH BENEFITS PLAN

November 22, 2016

Page 2 of 2

3) Reduced co-pay if you use Costco Pharmacy

30 Day Supply

Current (any pharmacy)

Generic- \$10
Brand name - \$25
Non-formulary - \$40

Recommended (Costco)

Generic - \$5
Brand name - \$20
Non-formulary - \$35

90 Day Supply

Recommended (By Mail)

Generic - \$15
Brand name - \$35
Non-formulary - \$65

(Recommended) Pick up at Costco

Generic - \$15
Brand name - \$35
Non-formulary - \$65

4) Increased co-pay if you use any other pharmacy than Costco

Costco price

Generic - \$5
Brand name - \$20
Non-formulary - \$35

Any other pharmacy

Generic - \$15
Brand name - \$30
Non-formulary - \$45

5) Specialty drugs – 30 day supply

Current

\$25

Recommended

20% of cost up to \$150.00

- 6) **If you want to purchase Brand name**, you must pay the difference between the generic and the Brand, except if doctor issues prescription as “Dispense as Written” which means you cannot take the generic, due to medical reasons.

The Committee feels these changes are necessary in order to try and keep the costs to the Health Plan down to keep our premium increases to a minimum. Industry shows expected increases to be double digits for the coming year and we are trying to avoid that and feel this was one way to try and prevent that from happening to the Kings County Health Plan.

H:\admin\admin\riskmgmt\agenda\update to kings county's health benefit plan