



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 April 16, 2019

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

Chairman:	Joe Neves	(District 1)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Doug Verboon	(District 3)		David Prentice, Interim County Counsel
Board Members:	Richard Valle	(District 2)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

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

- I 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Chuck Sanchez – Hanford Pentecostal Church of God
PLEDGE OF ALLEGIANCE
- II 9:00 AM** **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III 9:05 AM** **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: April 9, 2019**
 - B. Agriculture Department:**
Consider authorizing the Chairman to sign the Agreement with the California Department of Food and Agriculture for the County's Fruit and Vegetable Inspection program.
 - C. Behavioral Health Department:**
Consider authorizing the Director of Behavioral Health to sign the Agreement with the Superior Court of California, County of Kings, for the Collaborative Justice Treatment Court from June 1, 2018 through June 30, 2019.
 - D. Fire Department:**
Consider adopting a Resolution designating the County Administrative Officer, Fire Chief and Purchasing Manager as authorizing signatories to execute all grant documentation for the Hazard Mitigation Grant #DR-4382.
 - E. Human Services Agency:**
Consider authorizing the Chairman to sign the Second Amended Joint Powers Agreement and Memorandum of Understanding with the California Statewide Automated Welfare System effective June 28, 2019.

CONSENT CALENDAR CONTINUED

F. Job Training Office:

Consider authorizing the Chairman to sign an amendment to an Agreement with ProPath, Inc. due to an updated nondiscrimination clause with the Workforce Innovation and Opportunity Act.

G. Administration/Probation Department:

Consider authorizing the County Administrative Officer to sign the following Senate Bill 81 Round Two Juvenile Facility Agreements when finalized by the State and reviewed by County Counsel: Ground Lease, Easement Agreement for Grants of Access, Utilities and Repairs, Right of Entry for Construction and Operation and Facility Sublease.

IV

REGULAR AGENDA ITEMS

9:10AM

A. Health Department – Edward Hill/Scott Waite

Report on the actions taken by the First 5 Kings County Children and Families Commission at its April 2, 2019 meeting.

9:15 AM

B. Child Support Services - Barbi Brokhoff

Consider authorizing the Chairman to sign the Plan of Cooperation with Hanford Community Hospital, doing business as Adventist Health Hanford for securing financial support for minor children.

9:20 AM

C. Department of Finance – James Erb/Tammy Phelps

Consider authorizing the Chairman to the sign Agreements and related documents to so sell real properties identified as APN's 011-100-02-000, 021-430-064-000, 040-253-008-000 to Self Help Enterprises for the purpose of rehabilitating or selling the properties as residential dwellings to low income households.

9:25 AM

D. Fire Department – Clay Smith/Amanda Verhaege

Consider authorizing the purchase of one all-terrain vehicle and one trailer, authorizing the Purchasing Manager to sign the purchase order and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

9:30 AM

E. Administration – Rebecca Campbell/Sande Huddleston

Consider approving Fiscal Year 2019-2020 Health Insurance renewal rate with a zero percent increase and including the continuation of the Wellness Program with an incentive of \$50 to be paid to eligible plan members who participate in the blood draw.

V

9:35 AM

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

VI 9:45 AM G. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
 - Public Employment:*
 - Title: County Counsel*
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
 - Public Employment:*
 - Title: Registrar of Voters*
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
 - Negotiator: Rebecca Campbell
 - **Blue Collar SEIU Local 521**
 - **Detention Deputies' Association**
 - **Firefighters' Association**
 - **General Unit C.L.O.C.E.A.**
 - **Prosecutors' Association**
 - **Supervisors' Unit C.L.O.C.E.A.**

VII H. ADJOURNMENT

The next regularly scheduled meeting is scheduled for April 23, 2019, at 9:00 a.m.

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

FUTURE MEETINGS AND EVENTS

April 23	9:00 AM	Regular Meeting
April 23	11:00 AM	California Public Finance Authority Regular Meeting
April 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
April 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
April 30	9:00 AM	Regular Meeting
May 7	--	Regular Meeting Cancelled due to Annual Employee Recognition Barbecue

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

April 9, 2019

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

Chairman:	Joe Neves	(District 1)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Doug Verboon	(District 3)		David Prentice, Interim County Counsel
Board Members:	Richard Valle	(District 2)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

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

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Jo Ann Hawkins – Kings County Grand Jury

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.

Keith Fagundes, Kings County District Attorney invited everyone to attend the National Victim Rights ceremony at the First Baptist Church Hanford from 6:00 p.m. to 8:00 p.m. tonight.

Tim Breshears, Kings County Public Works/Parks Superintendent, stated that staff has worked with the State to open the Kingston park on weekends as a wilderness area.

III B 3

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: April 2, 2019

B. County Counsel:

Consider adopting the amended bylaws for the Dudley Ridge Water District.

C. Human Services Agency:

1. Consider authorizing out of state travel for Social Services Practitioner- CPS, Diana Valdivia, Social Service Worker III-CPS, Renee Griffie and Resource Family Home Foster Parent, Sheila Long, to attend the 2019 Quality Parent Initiative National Conference in Philadelphia, Pennsylvania on April 28-May 1, 2019.

2. Consider authorizing the Purchasing Manager to sign a purchase orders for sit-to-stand desk/workstations and office furniture to replace existing desks and furniture for the Human Services Agency at an amount not to exceed \$300,000.

CONSENT CALENDAR CONTINUED

B. Public Works:

Consider authorizing the Public Works Director to sign the Special Use Agreement with the Girl Scouts of Central California South for overnight access to Hickey Park on May 4-5, 2019 for their campout and authorizing the Public Works Director to approve any non-substantive changes, including date changes, to the Special Use Agreement with the concurrence of County Counsel.

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

IV

REGULAR AGENDA ITEMS

B 4

A. Administration – Rebecca Campbell

Waste Management – Bob Henry

Quarterly Report of facility activities at the Kettleman Hills Hazardous Waste Facility.

INFORMATION ONLY – NOA

B 5

B. Department of Public Health – Edward Hill/Jeff Taber

1. Consider adopting a Resolution authorizing the Director of Public Health to sign a Local Enforcement Agency Grant application to CalRecycle and subsequently to execute all necessary agreements to secure these grant funds for Kings County. **[RESO 19-032]**

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

2. Consider approving the final proposed membership structure for the Kings County Homeless Collaborative body.

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

3. Consider authorizing the Chairman to sign the Clinical Affiliation Agreement with California State University, Dominguez Hills to allow nursing student internships. **[Agmt 19-026]**

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

B 6

C. Human Resources – Leslie McCormick Wilson/Carolyn Leist

1. Consider approving the revised job specification for Roads Superintendent with no change in salary.

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

2. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Probation Officers Association that ends with June 30, 2020.

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

B 7

D. Human Services Agency – Sanja Bugay

Consider authorizing the Chairman to sign the second amendment to the Agreement with the Kings County Commission on Aging for senior services for Fiscal Year 2017-2018. **[Agmt 18-011.2]**

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

B 8

E. Public Works Department – Kevin McAlister/Dominic Tyburski

1. Consider authorizing the Public Works Director to sign the consultant services Agreement with Chas Rhoads Architecture to perform Architectural Design Services for the Kings View Building Remodel Project.

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

2. Consider approving the sole source contract with Emcor Services to connect the Human Services Agency Building 12 to the County's Building Management System, authorizing the Purchasing Manager to sign the proposal and purchase order and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

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

V B 9

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).

Supervisor Pedersen stated that he attended the California State Association of Counties Executive meeting on April 3-4, 2019 in Sacramento.

Supervisor Verboon stated that he attended a meeting with the Grand Jury and stated that he received a nice thank you letter from them.

Supervisor Valle stated that he attended a meeting with Steve Israel regarding his proposed Hemp project and met with Justin Mendes from Tulare Lake Water Storage District regarding the proposed County ground water ordinance.

Supervisor Fagundes stated that he has been meeting with staff to discuss questions he has on the proposed Hemp project.

Supervisor Neves stated that he attended First 5 Children & Families Commission on April 2, 2019, attended the Arnel Pineda concert on April 4, 2019 at Tachi Palace, attended the Kings County Homeless Collaborative committee meeting and announced softball at Lemoore High School on April 5, 2019, attended the Lemoore High School Foundation brunch and the Lemoore High School Future Farmer's of America dinner in Stratford on April 6, 2019.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received a letter from the City of Lemoore regarding the Santa Rosa Rancheria request to the State to place offsite property into trust.**
- ◆ **Upcoming Events: Rebecca Campbell stated that the National Victim Rights week is April 7-13, 2019 with a ceremony to be held tonight at the First Baptist Church of Hanford from 6:00 to 8:00 p.m. and an open house on April 11, 2019 in the Kings County Government Center Multipurpose room from 10:00 a.m. to 12:00 p.m., Veteran's of Foreign Wars is hosting a Corn Hole Tournament at Hanford Civic Center Park on April 20, 2019 at 11:00 a.m., Kettleman Hills facility 4th annual informational meeting at Kettleman City Elementary school cafeteria on April 23, 2019 at 6:00 p.m., Hanford Chamber of Commerce annual recognition dinner at the Hanford Civic Auditorium on April 24, 2019, Child Abuse Prevention Coordinating Council will host the Walk against Child Abuse on April 27, 2019 from Hanford Civic Center Park to Hanford Mall at 8:30 a.m., Kings County Employee Appreciation barbecue will be held on May 7, 2019, Probation Department is hosting the Peace Officer's Memorial ceremony on May 15, 2019, Kings Commission on Aging Senior Health Fair on May 22, 2019 at Hanford Civic Auditorium from 9:00 a.m. to 1:00 p.m. and the Veterans of Foreign Wars will host a Golf Tournament at Lemoore Golf Course on June 1, 2019 at 8:00 a.m.**

- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Department of Finance Agreement to purchase tax defaulted properties under chapter 8 sales, Child Support Services plan of cooperation with Adventist Medical center, Administration/Probation SB 81 Round Two Juvenile facility project agreements, Public Health Department request to add positions for the Teachers as Parents program, Administration Board of Supervisors salary ordinance, Probation Department Peace Officers' Memorial Day resolution, Administration voting system purchasing agreement, Administration request to apply for Justice Assistance Grant program, Administration/Community Development outreach services award for census efforts in Kings County, Commission on Aging study session, Administration agreement with California Department of Healthcare Service for Medi-Cal Inmate Program.**

VI B 10

G. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
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- ◆ **Litigation initiated formally.** The title is: *Vicente Reynoso, et al. v. County of Kings, Kings County Superior Court Case #16C-0187* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
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 - **General Unit C.L.O.C.E.A.**
 - **Prosecutors' Association**
 - **Supervisors' Unit C.L.O.C.E.A.**

REPORT OUT: David Prentice, Interim County Counsel stated that no reportable action was anticipated in closed session today.

REPORT OUT: Rebecca Campbell, County Administrative Officer stated that the Board authorized a settlement on February 5, 2019 for a closed session item (JN/RV/DV/CP/RF-Aye): Litigation initiated formally. The title is: *Gutierrez v. Kings County, Kings County Superior Court Case No. 17C-0111* [Govt. Code Section 54956.9(d)(1)]. The claim was settled for \$65,000 on April 1, 2019.

VII B 11

H. ADJOURNMENT

The next regularly scheduled meeting is scheduled for April 16, 2019, at 9:00 a.m.

VIII 11:00 AM I. CALIFORNIA PUBLIC FINANCE AUTHORITY – REGULAR MEETING

FUTURE MEETINGS AND EVENTS

April 16	9:00 AM	Regular Meeting
April 23	9:00 AM	Regular Meeting
April 23	11:00 AM	California Public Finance Authority Regular Meeting
April 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
April 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 16, 2019

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

Overview:

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

Recommendation:

Authorize the Chairman to sign the Agreement with the California Department of Food and Agriculture for the County's Fruit and Vegetable Inspection program.

Fiscal Impact:

Revenues of \$24,300 for this program are included in the Proposed Fiscal Year 2019-2020 Budget Unit 260000, Account 81512000 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, through cooperative agreement 19-0013-000-SA, will conduct inspections on fruits and vegetables in accordance with the standards set forth in the California Food and Agricultural Code and the California Code of Regulations. These inspections prevent substandard fruit and vegetables from entering the marketplace, protecting both the industry and consumer. The term of this agreement is from July 1, 2019 through June 30, 2020.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
19-0013-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$24,300.00

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

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

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

RECIPIENT

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

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

Project Title: Standardization Inspections

2. The Managers for this Agreement are:

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

3. The Grant Administrative Contacts for this Agreement are:

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

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

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

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.
2. **Assignment**
This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.
3. **Governing Law**
This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.
4. **State and Federal Law**
It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.
5. **Recipient Commitments**
The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfil all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.
6. **Performance and Assurances**
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.
7. **Mutual Liability**
Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.
8. **Unenforceable Provision**
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.
9. **Contractors/Consultants**
The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.
10. **Non-Discrimination Clause**
During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

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

15. Force Majeure

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

16. Suspension of Payments

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

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

17. Breach Provisions

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

23. Closeout

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

24. Confidential and Public Records

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

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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



(Rev. 1/2019)

SCOPE OF WORK

The County agrees to provide fruit and vegetable inspection services for the Standardization Program. These services are in addition to the normal inspection activities being performed by the County. The services provided under this agreement should be consistent with those outlined in form STZ 200, the application submitted by the County. Services to be invoiced under this cooperative agreement will commence no earlier than July 1, 2019.

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 16, 2019

SUBMITTED BY: Behavioral Health – Lisa Lewis/Katie Arnst

SUBJECT: AGREEMENT WITH SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS, FOR COLLABORATIVE JUSTICE TREATMENT COURT

SUMMARY:

Overview:

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

Recommendation:

Authorize the Director of Behavioral Health to sign the agreement with Superior Court of California, County of Kings, for the Collaborative Justice Treatment Court from June 1, 2018 through June 30, 2019.

Fiscal Impact:

There will be no additional cost to the County General Fund. This is a one year agreement, beginning June 1, 2018 through June 30, 2019 in the amount of \$169,280. Revenues and expenditures are found in the adopted Fiscal Year 2018-2019 Budget Unit 422200 titled Mental Health Services Act.

BACKGROUND:

The Behavioral Health Department collaborates with the Superior Court of California, County of Kings (Superior Court), District Attorney, Probation Department, Sheriff's Department, Public Guardian, and Kings View for the administration of Kings County's Collaborative Justice Treatment Courts (CJTC). Kings County currently has four CJTC courts which include Behavioral Health, Drug, Mental Health, and Veterans Court. CJTC strives to reduce recidivism of individuals who experience mental illness and/or substance use disorders through a cost effective continuum of care. The goals of CJTC include:

(Cont'd)

- Reduce recidivism and other crimes related to substance use and mental illness;

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

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

April 16, 2019

Page 2 of 2

- Reduce substance use and promote recovery amongst program participants through the provision of evidence-based, trauma-informed therapeutic treatment services;
- Enhance collaboration and systems integration through problem solving across programs partnering agencies;
- Improve participants' family functioning outcomes through the provision of evidence-based, trauma-informed therapeutic treatment services.

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

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

**AGREEMENT BY AND BETWEEN
THE COUNTY OF KINGS, BEHAVIORAL HEALTH DEPARTMENT AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS**

This Agreement (hereinafter "Agreement") is made and entered into this day of July 1, 2018, by and between the County of Kings, Behavioral Health Department (hereinafter "County"), and the Superior Court of California, County of Kings (hereinafter "Court").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services:** The Parties shall perform the services as set forth in Exhibit A, incorporated herein by reference as though fully set forth.
2. **Compensation:** Kings County Behavioral Health (KCBH) shall pay the Court on a quarterly basis no later than fifteen (15) business days following receipt of a written quarterly invoice. KCBH will draw a warrant in favor of the Court in the amount of the invoice for expenditures incurred as outlined in the Court's Budget (Exhibit "B"). The Court shall not be reimbursed for the services beyond pursuant to the Scope of Work (Exhibit "A").
3. **Term:** This Agreement shall commence on July 1, 2018, and remain in full force and effect for the program's length of a minimum of twelve (12) months.
4. **Modification and Termination:** This Agreement may be modified only by a written amendment signed by the Parties. This Agreement may be terminated by the County or the Court, at any time, without cause, upon 180 days written notice to the other party prior to the end of the fiscal year.
5. **Insurance:** Each Party is responsible for obtaining the necessary insurance through an insurer or a shared risk insurance pool.
6. **Indemnification:** Each Party shall indemnify, defend and hold harmless the other Party, its Board members, officers, judicial officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, reasonable attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of its

negligent performance of this Agreement or willful misconduct, whether in tort, contract or otherwise. This indemnification obligation shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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

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

County:

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

Court:

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

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

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

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

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

Lisa Lewis, KCBH Director

Date



Michelle S. Martinez, Court Executive Officer



Date

EXHIBIT A

SCOPE OF WORK

July 1, 2018 - June 30, 2019

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

A. Program Goals and Objectives

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

- a. **Goal 1:** Reduce recidivism and other crimes related to substance abuse (e.g. public nuisance, living on the street, domestic violence, etc.) of Kings County offenders with substance abuse and co-occurring mental health and substance abuse disorders.
 - i. Objective 1: Enhance a collaborative, problem-solving drug court that utilizes a multidisciplinary approach to meeting the complex treatment needs of the target population.
 - ii. Objective 2: Engage the target population in a non-adversarial and trauma-informed judicial process to oversee court-ordered substance abuse and co-occurring treatment.
 - iii. Objective 3: Identify and enroll target population early into the drug-court program.
 - iv. Objective 4: Decrease criminal justice involvement of program participants.

- b. **Goal 2:** Reduce substance use and abuse and promote recovery among program participants through the provision of evidence-based, trauma-informed, therapeutic treatment services.
 - i. Objective 1: Increase abstinence or a reduction in substance abuse through the provision of evidence-based, trauma-informed substance abuse outpatient and intensive outpatient treatment.
 - ii. Objective 2: Provide education and case management that supports offenders to develop an understanding of the connection between their substance use and trauma history on the behavioral choices they make that contribute to their criminogenic risk.
 - iii. Objective 3: Increase self-sufficiency of program participants through the provision of recovery support services before, during, and after criminal justice involvement (e.g. employment rates, housing stability, individual and family functioning, social connectedness, etc.).
 - iv. Objective 4: Decrease the impact of co-occurring mental health and substance abuse disorders on program participants through the provision of coordinated substance abuse and mental health treatment services.

- c. **Goal 3:** Enhance collaboration and systems integration through problem-solving across departments and other program partners.
 - i. Objective 1: Increase collaborative and coordinated responses to the complex treatment needs of offenders with substance abuse or co-occurring mental health and substance abuse disorders.
 - ii. Objective 2: Increase interdisciplinary treatment team collaborative treatment plan revisions as participants progress through the drug court interventions.

- d. **Goal 4:** Improve participants' family functioning outcomes through the provision of evidence-based, trauma-informed, therapeutic treatment services.
 - i. Objective 1: Increase participants' family functioning outcomes as participants' progress through the drug court interventions.
 - ii. Objective 2: Increase children of participants' health and educational outcomes as their parents receive drug court interventions

B. Description of Services

The Court shall:

- a. establish a specialized court docket for CJTC including Behavioral Health Court, Co-Occurring Court, Drug Court and Veterans Court.
- b. schedule, staff and facilitate weekly courtroom hearings for each specialized CJTC Court.
- c. facilitate weekly pre-treatment meetings prior to the scheduled courtroom hearings.
- d. allocate the necessary court staff and implement a system that supports effective calendar management for CJTC.
- e. work with KCBH in order to develop and continually strengthen a system to track and establish baseline data for future funding, on-going needs, and the outcomes of cases.
- f. engage in all CJTC strategic planning with Kings County Behavioral Health (KCBH) and other partnering organizations to ensure sustainability for CJTC.
- g. designate staff to provide ongoing consultation with KCBH staff to ensure accurate scheduling.
- h. participate in the development of operational standards and policies for CJTC in conjunction with other participating agencies.

EXHIBIT B

Budget

July 1, 2018-June 30, 2019

Collaborative Courts - Substance Abuse - Kings County Superior Court Budget Eff 7/1/18				
Position	% of FTE		Hrly Rate Salary & Benefits	Annual
Clerk/Court II	35%		29.24	21,287
Clerk/Court II	25%		29.34	15,257
Clerk/Calendar	20%		31.74	13,204
Processing Clerks	10%		31.74	6,602
Courtroom Services Director	5%		39.92	4,152
Court Operations Director	5%		39.01	4,057
Manager	5%		37.87	3,938
Interpreter	20%		50.92	21,183
Interpreter/Coord	5%		58.08	6,040
Total Personnel Costs				95,720
	Actual			
Ct Reporters Per Diem	Costs	<i>Per Diem Effective 7/1/18 \$275</i>		20,000
Court Reporter Transcripts	Actual Cost based on 3 mo avg			7,000
Total Court Reporter Costs				27,000
Entrance Screening Security			23.00	9,568
Entrance Screening Security			24.50	10,192
Total Security Costs				19,760
Total				142,480
<i>FY 17-18 Approved Judicial Council ICRP 18.81% (effective until new rate is calculated for FY 18-19)</i>			18.81%	26,800
<i>Hourly rate adjusted due to NSI 1/1/19</i>				
Total Budget - Jan 1, 2019 NSI				169,280

Budget Narrative

Courtroom Clerk I & II: Courtroom clerks that oversee the courtroom proceedings in and out of the courtroom. Sets and maintains schedule of court events; attends court sessions and records minutes of court proceedings; prepares, certifies and routes documentation to establish sentencing disposition of defendants; notifies Probation Department of verdicts and dates of sentencing; docket criminal cases; completes Register of Action cards; types a variety of legal documents and records of court activities; schedules future calendar matters for attorneys; receives, labels, securely stores and routes court exhibits and evidence; sets hearings and accepts filings for courtroom proceedings; administers oaths; orders and/or cancels juries; records jury

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

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

Court Service Clerk Processing: Court Clerk responsible for maintaining the court file in the case management system and making sure it is ready for trial. This position issues legal documents for all case types; enters, processes and docket judgments; enters legal documents into Register of Action for court proceedings; reviews legal documents to determine acceptance or rejection; researches and provides information by telephone, in person and in writing; opens appropriate court case files; types a variety of legal documents and notices; certifies legal documents as necessary; accepts and receipts fines, fees, payments and cash bail; processes traffic tickets; enters data and statistics on computer; prepares calendar to process cases through court; prepares preliminary information for court minutes; routes legal documents and copies to appropriate agencies, individuals and County departments; pulls files for courtroom use; checks and balances traffic transaction log; closes cases and files including reporting convictions as appropriate; orders and processes jury lists; photocopies and files documents and correspondence; prepares bank deposits; maintains accounts receivable and/or trust accounts; may process appeals to permit higher court review; may perform courtroom duties including case docketing; receives cash or bail bonds; receives, opens and distributes mail; receives and file stamps legal and other documents to initiate case processing; orders and maintains supplies; orders court reporters and interpreters; purges and destroys outdated records; files counter arraignments; may notify judicial council of judge disqualifications; may assist in training new staff; may perform courtroom duties as a secondary assignment, and perform all other duties relevant.

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

Court Operations Director: Manager that has oversight of the Supervisor and Court Service Clerks responsible for calendaring and file management.

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 16, 2019

SUBMITTED BY: Fire Department – Clay Smith/Amanda Verhaege

SUBJECT: HAZARD MITIGATION GRANT APPLICATION FOR KINGS COUNTY

SUMMARY:

Overview:

The Kings County Office of Emergency Management submitted a Notice of Interest (NOI) in September to Cal-OES to submit an application for a Hazard Mitigation Grant through the Federal Emergency Management Agency (FEMA). Kings County has passed the first step, and has been invited to complete a full application for the competitive grant. The Grant funds will pay for consulting costs, administrative costs, and agency costs for updating the Kings County Multi-Jurisdiction Local Hazard Mitigation Plan for the Kings County Operational Area, including the cities of Avenal, Corcoran, Hanford, Lemoore, special districts and County unincorporated areas.

Recommendation:

Adopt a Resolution designating the County Administrative Officer, Fire Chief, and Purchasing Manager as authorized signatories to execute all grant documentation for the Hazard Mitigation Grant #DR-4382.

Fiscal Impact:

The estimated costs to update the Kings County Multi-Jurisdiction Hazard Mitigation Plan are \$165,000, of which, one-quarter (25%) will be provided from local funds in the form of cash, administrative, and agency personnel costs split by Kings County Departments and participating municipal partner agencies in the 2019/2020 budget. The remaining 75 percent of the costs will be consultant costs associated with updating the plan. Agency administrative costs will be added to the estimated consultant costs of \$123,750, with an estimated project total of \$165,000, with the final figures to be completed once project members are assigned. It is to the benefit of Kings County and the operational area partners to

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

HAZARD MITIGATION GRANT APPLICATION FOR KINGS COUNTY

April 16, 2019

Page 2 of 2

seek this funding for this project to minimize the impact to other preparedness grants or local funding for the entire portion of the project.

BACKGROUND:

Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. Mitigation is taking action prior to a disaster to reduce financial and life safety impacts. Wildfires and high winds in Shasta and Lake Counties in July of 2018 resulted in DR-4382 federal declaration made in response to those events. Hazard Mitigation 404 funding is authorized by the Stafford Act, 42 E.S.C 5133, to help states, territories, federally recognized tribes, and local communities to implement a sustained pre-disaster natural hazard mitigation program. Kings County is seeking a portion of the funds earmarked for mitigation activities under the federal declaration to update the Kings County Multi-Jurisdiction Local Hazard Mitigation Plan.

The Kings County Multi-Jurisdiction Local Hazard Mitigation Plan is due for renewal in 2020. Every 5 years, local hazard mitigation plans go through an update process for Kings County to remain eligible for hazard mitigation funding projects to mitigate future disasters under the additional Stafford Act programs. Additionally, the local hazard mitigation plan is as a part of the Safety Element to the Kings County General Plan. Securing this funding will result in Kings County updating this plan with a 75 percent federal cost share and 25 percent local match.

Each municipality that chooses to continue to participate in the plan will need to complete a Letter of Commitment stating that they are participating in the Kings County Multi-Jurisdiction Hazard Mitigation Plan, and the local agencies must work with the Office of Emergency Management to track associated costs with updating the plan in accordance with the federal grant requirements.

The performance period for the grant is a 36-month period following the award of funding. However, due to the expedited need to update the plan by 2020, the project timeline will be 24 months from date of award. Kings County OEM and the local agency municipal partners will work with local hazard mitigation planners and FEMA to ensure that Kings County does all that it can to meet the requirements in time.

DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Subrecipient)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Subrecipient)

hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)

Cal OES Form 130 **Instructions**

A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

April 16, 2019

SUBMITTED BY: Human Services Agency – Sanja Bugay/Antoinette Gonzales

SUBJECT: SECOND AMENDED JOINT POWERS AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM

SUMMARY:

Overview:

The Human Services Agency is requesting the Board’s approval to amend the Joint Powers Agreement (JPA) and Memorandum of Understanding (MOU) with the California Statewide Automated Welfare System (CalSAWS). The consortium is presently known as the California Automated Consortium Eligibility System (CalACES). The current consortium is proposed to change, Kings County and 57 other counties will join together to form a new consortium called the California Statewide Automated Welfare System (CalSAWS) as mandated by Welfare and Institutions Code section 10823.

Recommendation:

Authorize the Chairman to sign the Second Amended Joint Powers Agreement and Memorandum of Understanding with the California Statewide Automated Welfare System effective June 28, 2019.

Fiscal Impact:

The amended JPA and MOU authorize the CalSAWS consortium’s fiscal agent to invoice each county their share of costs for system maintenance and operation and any separate sources requested. It is not anticipated that there will be any cost increases from current CalACES costs. These costs have been included in the Human Services Agency’s Fiscal Year 2019-2020 Proposed budget, and will be funded through the Department’s administrative allocations.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SECOND AMENDED JOINT POWERS AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM

April 16, 2019

Page 2 of 2

BACKGROUND:

On June 27, 2017, the Board approved the amended JPA and MOU (Board Agreement Nos. 07-037.4 JPA and 07-037.4 MOU). The Human Services Agency has been part of the CalACES since 2017; C-IV Consortia since 2007; and the Agency went live with C-IV in 2009. Currently, there are forty (40) counties sharing the support and operations of the (CalACES) Consortium, established in September 2017. This makes up for 67 percent of the state's public assistance cases and the balance of 33 percent is made up of (18) CalWORKs Information Network (CalWIN) Counties.

To continue to receive Federal Financial Participation (FFP) for SAWS, and to comply with State and Federal technology architecture standards, the Centers for Medicare and Medicaid Services (CMS) and the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) require that California implement a SAWS single system by the end of 2023. Further, the enacted Assembly Bill 16 (ABX 16) codified the migration of the 39 C-IV counties to a system jointly designed by the 39 counties and the County of Los Angeles under the LEADER Replacement System (LRS) contract, to result in a combined 40-county system and single consortium in California. The Board approved this amended JPA and MOU (Board Agreement Nos. 07-037 and 07-037.4). Kings County became part of The California Automated Consortium Eligibility System (CalACES Consortium) which includes 40 counties effective September 1, 2017.

In order to accomplish the transition to a single system by 2023, California requested and received funding to conduct a planning effort to determine the level of effort and cost to move to a single system by 2023. The planning effort began January 5, 2018. As part of that planning effort, the California counties formed a CalSAWS Leadership Team to finalize a formal Joint Powers Authority governance structure by June 2019. This Leadership Team, in conjunction with County Welfare Directors Association (CWDA), California Department of Social Services (CDSS), Department of Health Care Services (DHCS), and Office of Systems Integration (OSI), provided guidance, oversight and decision making to the CalACES and CalWIN Consortia Executive Directors throughout the planning effort preparation of the documents that will govern the 58-County CalSAWS Consortium JPA. Those documents included the second amended and restated Joint Exercise of Powers Agreement, the Memorandum of Understanding between the CalSAWS consortium and each of the 58 counties, and the CalSAWS consortium bylaws. If the Board approves this Second Amendment all 58 counties will be governed by one State wide Consortium.

While there are no financial or fiscal obligations with the MOU, as part of the JPA, the Agency will share the cost of maintaining and updating the SAWS system, including administration. Currently, the cost is around .80 percent of the 40 CalACES counties. There is no anticipated change in the dollar amount with the addition of the 18 CalWIN counties. It is anticipated that the Agency's percentage share of the cost will drop to .48 percent of the CalSAWS consortia, due to the increase in the public assistance cases, thus leaving the actual costs the same.

The amended JPA and MOU are on file with the Clerk of the Board.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALSAWS CONSORTIUM AND THE COUNTY OF Kings**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the CalSAWS Consortium ("Consortium"), a California Joint Powers Authority, and the County of Kings ("County"), a member county ("Member" or collectively with other members of the Consortium, "Members") of the Consortium (collectively, "the Parties").

RECITALS

- I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV ("C-IV Consortium") with thirty-nine (39) county members (collectively, "39 Counties"); and
- II. WHEREAS, Los Angeles County joined the 39 Counties pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017, pursuant to which the name of the Consortium was changed to the California Automated Consortium Eligibility System Consortium ("CalACES Consortium"); and
- III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor ("C-IV Agreement") to provide the necessary equipment and services for an automated system ("C-IV System") utilized by the 39 Counties; and
- IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor ("LRS Agreement") to provide the necessary equipment and services for an automated system known as the Leader Replacement System ("LRS"); and
- V. WHEREAS, 18 counties ("WCDS Counties") previously entered into an agreement with a primary vendor ("CalWIN Agreement") to provide the necessary equipment and services for an automated system known as the CalWORKS Information Network and related systems ("CalWIN"); and
- VI. WHEREAS, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, the WCDS Counties and the CalACES Consortium have joined together to form the CalSAWS Consortium, pursuant to the JPA Agreement; and
- VII. WHEREAS, Los Angeles County will continue to use the LRS, the 39 Counties will continue to use the C-IV System, and the WCDS Counties will continue to use CalWIN until the migration of the Members to CalSAWS is complete; and

- VIII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement among the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium's purpose; and
- IX. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below, unless otherwise defined elsewhere in this MOU:

1.1. "Advance Planning Document" (APD): A federally required document that is used by states to inform the federal agencies of their intentions related to federally funded programs, and request approval and funding to accomplish their needs and objectives. The term APD refers to a Planning APD, Implementation APD, or to an Advance Planning Document Update.

1.2. "Central Equipment": Is that equipment for which the Consortium is authorized by the State of California to assume responsibility for refresh. The Consortium shall have responsibility to refresh (replace or upgrade) all such equipment. All equipment not designated as "Local Equipment" is Central Equipment. The physical location of the equipment is not relevant to the designation "Central."

1.3. "Consortium – Auditor-Controller Agreement": Is any agreement, as may be revised from time to time, between the Consortium and one of its Members to fulfill the fiscal and audit function as Auditor-Controller for the Consortium.

1.4. "Consortium Staff": Consists of employees of the Consortium, employees of Members contributed to the Consortium, and contractors and agents designated by the Consortium.

1.5. "Consortium's Secretary": The Secretary of the Consortium's Board of Directors in charge of all records of the Consortium.

1.6. "Consortium's Treasurer": The treasurer of the Consortium shall be as specified in the JPA Agreement. The Consortium's Treasurer is responsible for the depository, disbursements, and accountability of all the accounts, funds, and money and all records relating thereto.

1.7. "Cost Allocation Plan": A methodology for distributing costs to benefiting programs in accordance with federal, state, and county sharing ratios.

1.8. "County Personnel": County employees, contractors or agents responsible for task(s) necessary to the Project.

1.9. "County-Purchased Software": Licenses to software applications purchased separately by County and installed upon Local Equipment. County-Purchased Software does not include Original Equipment Manufacturing (OEM) operating system software provided by the Consortium for use in the System(s), as defined below. All County-Purchased Software must be configured to be compatible with Consortium-purchased software and shall be approved by Consortium prior to its installation and use on Local Equipment purchased or provided under this MOU. Maintenance of County-Purchased Software and management of its use in a manner consistent with its licensing is the sole responsibility of County.

1.10. "County Site(s)": The location(s) in the County for the equipment, software, and Project Staff activities designated as necessary to the Project.

1.11. "Data": The Consortium and County records, files, forms, and other information that are currently or will be processed on the System(s).

1.12. "Deliverables": Products, including, but not limited to, equipment and software, provided to the Consortium and the County pursuant to agreements with vendors or otherwise necessary to the Project.

1.13. "Executive Director": The individual chosen by the Consortium with responsibilities for the management of the Project for the Consortium.

1.14. "Impaired Device(s)": Any equipment that is used by a Member on the System(s) and which has become, whether by damage or other reason, incapable of performing its intended purpose.

1.15. "Local Equipment": Is that equipment that (a) was obtained for the System's(s') use, (b) is located on County Sites, and (c) for which the Consortium is not authorized by the State of California to assume responsibility for refresh, replace or upgrade.

1.16. "Network(s)": The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the needs of the System(s).

1.17. "Original Equipment Manufacturing" or "OEM": Is that operating system software license that is provided with the workstation and laptop equipment, for which the right to use the license is vested with the owner of the applicable equipment.

1.18. "Primary Project Vendor": The vendor who is working or will be working on the System(s) pursuant to the applicable agreement(s), as approved by the Consortium.

1.19. "Primary Project Vendor Staff": Employees, contractors, and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

1.20. "Project": Work related to the design, development, implementation, operation, maintenance of the System(s), and migration of the Members to CalSAWS, and the related activities of the Parties thereto.

1.21. "Project Staff": The Consortium Staff, County Personnel, and vendor staff performing task(s) necessary to the Project.

1.22. "Quality Assurance and Other Agreements": Those agreements between the Consortium and its quality assurance vendor(s) or other Project vendors to provide quality assurance, Project management, planning, support, verification, and validation services for the System(s).

1.23. "Region": County or Counties grouped together for purposes of representation as defined in the Consortium's Bylaws.

1.24. "Regional Manager(s)": The person(s) responsible for the day-to-day oversight of the Project in a particular Region.

1.25. "Separate Services": Services which are related to the System(s), obtained by Counties from the Primary Project Vendor, or other Project vendors.

1.26. "Software": Software and software licenses purchased by the Consortium for the System's(s') use, and software and software licenses procured under Section 4.2 (County Hardware and Software License Purchases). The Consortium retains possession of and title for, and responsibility for refresh of, all Software licensing agreements purchased by the Consortium but may grant use permission to Member in a manner consistent with this MOU.

1.27. "System(s)": Individually or collectively, the complete collection of equipment, Software, other required software, and Networks for the C-IV System, LRS, CalWIN and/or CalSAWS.

1.28. "Work Plan(s)": The plan and delineation of tasks, subtasks, activities and events to be performed, Deliverables to be produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

II. COUNTY

2.1. Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the Project's needs, applicable Work Plan(s) or as otherwise necessary to fulfill the Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision will be provided subject to the following terms and conditions:

2.1.1. The rendition of the services performed by County Personnel, the standards of performance, the discipline of its employees, and other matters incident to the performance of such services and the control of County Personnel so engaged in these services shall remain with the County. The County and the Consortium shall agree to the scope of services to be performed by each County Personnel.

2.1.2. The County will be responsible for all payroll, personnel, and other administrative functions for its employees assigned to perform services for the Consortium hereunder.

2.1.3. At the start of the Consortium assignment, the County, or the Consortium, with consent from the County, will provide functional supervision of County Personnel assigned, specify their duties, establish working hours, and other matters incidental to the supervision of the County Personnel.

2.1.4. In the event of a dispute between the County and the Consortium as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Consortium shall be consulted and a mutual determination thereof shall be made by both the County and the Consortium. However, the County, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

2.1.5. For and in consideration of the services to be performed by the County Personnel for the Consortium under this MOU, the Consortium shall pay the County for said services according to the hourly prevailing direct salary and employee benefit costs as determined by the County for the current applicable fiscal year. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County.

2.1.6. The County shall render to the Consortium a summarized monthly invoice which details all services performed under this MOU, and the Consortium shall pay the County within sixty (60) days after date of said invoice.

2.1.7. Payment for said services shall be made by check or money order payable as directed on the monthly invoice, or other method as determined by the County.

2.1.8. If such payment is not delivered to the County office that is described on said invoice within sixty (60) days after the date of the invoice, the invoice will be deemed uncollectible and may be forwarded for appropriate action.

2.1.9. Both Parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

2.1.10. The Consortium shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County Personnel performing services hereunder.

2.1.11. County and Consortium agree to be liable for the negligence and willful misconduct of its employees, agents, and contractors as set forth in Section 6.03. (Member's Liability for Negligence of its Employees and Contractors) of the JPA Agreement.

2.1.12. Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not less than sixty (60) days prior thereto, unless the Parties agree otherwise.

2.2. Access to County Site(s) and Facilities. County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the operation and administration of the System(s) in accordance with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare, and safety or to avoid disruptions to County operations.

2.3. Release of Information to Auditor/Controller. The County acknowledges that the Consortium - Auditor/Controller Agreement sets forth certain procedures for the disclosure of records of the County to the Auditor/Controller and the Executive Director as the Auditor/Controller deems necessary to resolve any funding, invoice, records, accounting or audit-related issues, to the extent allowed by law. Therefore, the County agrees to use commercially reasonable efforts to comply with these procedures and, further, shall cooperate with the Consortium and Auditor/Controller in complying with any changes or modifications of these procedures, as may be necessary from time to time.

III. CONSORTIUM

3.1. Compliance with County Rules. The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2. Risk of Loss for Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) herein, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

3.3. Liability to County. The Consortium agrees to be liable for any loss, destruction, or damage caused by the Consortium to County operation or property by Consortium. Upon such loss, destruction of, or damage, the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

3.4. Minimize Project Impact on County's Operations. The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the Member and shall keep County Site(s) and facilities safe, clean, and orderly at all times.

3.5. Right to Use System(s) Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System(s) information and Data relating to County that is developed, derived, documented, or furnished by Consortium, upon notification by County to the Executive Director as to the reason for such use of said System(s) information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project, but only as it relates to the County or is Data that is meant for distribution to, or for access by, all Members of the Consortium. To the extent that County requires access to System(s) information and Data relating to another Member(s) of the Consortium, County shall seek permission from such Member(s) and shall enter into all appropriate confidentiality and non-disclosure agreements, if required, and comply with all confidentiality and security requirements of such Member(s). The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to any Consortium's vendor's confidential and proprietary information.

3.6. Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County's participation in the Consortium.

IV. MUTUAL RESPONSIBILITIES

4.1. Fiscal Responsibilities and Claiming.

4.1.1. The Consortium's Auditor-Controller shall act as the fiscal agent for the Consortium and perform accounts payable functions that relate to vendor billings and overall Project costs, including Separate Services and hardware and/or Software purchased by the County. The Consortium will invoice the County as agreed for the specific costs incurred in accordance herewith. At a minimum, invoicing will be quarterly, except by mutual agreement.

4.1.2. Unless otherwise agreed upon by the Consortium Executive Director or designee, the County will be responsible for the costs of hardware, and/or Software and associated maintenance for new County Sites or the expansion of existing County

Sites, changes in County network models, refresh of existing hardware and/or Software (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit APDs to the State for approval of these items, except as otherwise agreed upon by the Consortium, as above, subject to oversight by the Office of System Integration (OSI) or applicable State APD department.

4.1.3. The Consortium will allocate the Project budget to each Member and each of the Counties will be required to pay its applicable share of budget, in accordance with Section 4.1.4 hereof and Section 5.02 (Statewide Automated Welfare System Funding Allocations) of the JPA Agreement, at the time and in the manner specified by the Consortium. Such County Project costs will be paid to the Consortium or State as directed by the Consortium. The Consortium will continue to evaluate total Consortium expenditures and budget variances. The annual budget requests and updates will be prepared by the Consortium along with County Personnel.

4.1.4. Administrative Costs (also known as unfunded costs) are costs properly incurred by the Consortium but designated by the State of California as ineligible for reimbursement to the Consortium by the State, including the County's share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1 of each year, the Consortium, with the concurrence of the Consortium's Member representatives as defined in Section 2.07 (Quorum; Required Votes; Approvals) of the JPA Agreement, will approve a schedule of Administrative Costs for the upcoming fiscal year (July 1 through June 30). The Consortium will give the County notice of the approved schedule within ten (10) days after such approval.

A. County hereby agrees to contribute to the Consortium its share of Administrative Costs, as determined by the Consortium, in advance pursuant to California Government Code section 6504.

B. County shall also contribute an amount equal to any penalties, fines, finance charges, interest or other costs that may result in the event County's tardy payment(s) result in insufficient funds to pay the Consortium's expenses when due.

4.1.5. If, during the term of this MOU, the County is unable to appropriate sufficient funds, or is otherwise unable to meet its financial obligations under this MOU, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other Members by May 31 of that fiscal year, as provided for in Section 2.11 (Withdrawal of Member) of the JPA Agreement. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

4.1.6. Section 17.1.1 of the "Amended and Restated Agreement for a California Statewide Automated Welfare System" between the Consortium and Accenture LLP provides as follows:

17.1.1 Consortium Member Demand for Indemnification

CONTRACTOR's obligation to indemnify CONSORTIUM Members shall only be exercised through the CONSORTIUM and upon written demand by the CONSORTIUM. Any demand for indemnification by a CONSORTIUM Member shall be tendered to the CONSORTIUM, which shall have the authority to make the demand for indemnification to CONTRACTOR. The obligation on CONSORTIUM Members to submit demands for indemnification to the CONSORTIUM rather than directly to the CONTRACTOR shall not apply to L A COUNTY so long as L A COUNTY remains the sole county utilizing the LRS System in actual production. Once a second county migrates into the LRS System and from that point forward, all indemnification claims must go through the CONSORTIUM.

County claims covered by this provision shall be referred to the Consortium's Executive Director for action in accordance with this provision. The Consortium will be entering into other vendor contracts on behalf of the Member counties and anticipates including comparable language in some or all of those contracts. County claims arising under those other contracts shall also be referred to the Consortium's Executive Director for action in accordance with the requirements set forth in those contracts.

4.2. County Hardware and Software License Purchases.

4.2.1. This section pertains to County hardware and software purchases initiated by the County, that enable the County to acquire Local Equipment and/or Software through the Consortium and to contribute to the cost of Central Equipment needed for County use. Any applicable terms, conditions, and limitations of any agreements that provide for such purchases shall remain applicable.

4.2.2. Unless otherwise agreed by the Executive Director or designee, the County will prepare and submit to the Consortium a change order to request a cost estimate for hardware and/or Software licenses and associated maintenance. This request will identify the number of units of hardware and/or Software licenses anticipated for each County Site. The request will specify any special needs or considerations for the items requested. These special needs may include, but are not limited to, monitor sizes, configurations, ergonomics, specialized software, or color printers. The request will also identify whether the County will install all, some, or none of the items requested and whether the County will provide any ongoing technical support that may be necessary.

4.2.3. Upon receiving a change order request from the County for hardware and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other hardware and/or Software licenses and hardware maintenance that is necessary

to ensure compliance with Consortium specifications. Such other hardware may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from the Primary Project Vendor Staff.

4.2.4. Once the applicable APD is approved, the County will be responsible for providing written approval, from the State, of the cost estimate to the Consortium. The Consortium will not take any steps to authorize the procurement of the hardware and/or Software licenses until such written authorization is provided. Any increases in the cost estimate must also be approved in writing by the County.

4.2.5. The Consortium Staff will authorize the purchase of the hardware and/or Software licenses after approval of the cost estimate from the Member. The Project Staff will ensure that the requested items are ordered in a timely manner and in compliance with the approved cost estimate.

4.2.6. All Local Equipment and hardware procured under this MOU will become County property unless otherwise agreed to by the Executive Director or designee and County. All software licenses which are purchased by Consortium for use with the System(s) shall be retained by the Consortium and County will be granted permission to use the software pursuant to such licenses, unless otherwise agreed to by the Executive Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of Software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the System Operations and Support Plan ("SOSP"). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all hardware in accordance with Consortium procedures and the County network model, unless otherwise agreed to by the Executive Director or designee and Member.

4.2.7. The County will be responsible for the installation of all electrical and Data cabling to support any necessary additional hardware at the County Site(s) unless otherwise agreed to by the Executive Director or designee. Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the SOSP. Data cabling test results will be provided to the Consortium for its review.

4.2.8. The County will be responsible for the costs associated with the ordering and installation of Data circuits between the local County Site(s) and the applicable Data centers, unless otherwise agreed to by the Executive Director or designee. The County will work with Primary Project Vendor Staff to ensure that the Data circuit is of appropriate bandwidth in accordance with Consortium specifications.

4.2.9. Following the receipt, installation, and acceptance of the hardware and/or Software licenses, the County will transfer to the Consortium an amount sufficient to satisfy the Consortium's actual expenditures for the hardware and/or Software licenses based on invoice documentation provided by the Consortium.

4.3. Separate Services.

4.3.1. The County may, at its sole discretion, prepare and submit to the Consortium a change order to request Separate Services to be performed by the Primary Project Vendor or other Project vendors. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services. The Consortium, upon receiving a change order request, will forward the change order to the Primary Project Vendor or other Project vendors for a cost estimate, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the System(s). Any applicable terms, conditions, and limitations of any agreements that provide for such services shall remain applicable.

4.3.2. The County and the Consortium will ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by the Primary Project Vendor or other Project vendors. The County will communicate with the Consortium regarding the progress of the Separate Services and any issues that may affect the Consortium or the System(s).

4.4. Development of Procedures for Acceptance/Rejection of Deliverables.

The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables that may need to be reviewed by Member as necessary for the Project.

4.5. Ownership of Accepted Deliverables. The Parties agree that all rights, titles, and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) shall not pass to County except as defined by this MOU or further agreed to in writing.

4.6. Sharing of Business Records. Notwithstanding Section 4.1 (Fiscal Responsibilities and Claiming), to ensure financial accountability of the Consortium and County the Parties agree to cooperate in the disclosure to the other Members of all business records (including, but not limited to, certified copies of records of all accounts, funds, and monies for the Project) except to the extent limited, restricted, or prohibited by law or applicable privilege.

4.7. Access to Books and Records by Regulatory Agencies. The Parties agree to maintain and make available for inspection sufficient records, files, and documentation that are not otherwise limited/restricted/prohibited by law or applicable

privilege, necessary in the case of audit by the State or federal agency, or other regulatory agency.

4.8. Dispute Resolution. The Parties agree that the resolution of any dispute between them related to Consortium business, whatsoever, shall be sought through the following procedures:

4.8.1. The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Executive Director and County Director will work in good faith to resolve the dispute. If the Executive Director and the County Director cannot resolve the disputed issue(s) within five (5) business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

4.9. No Alteration of JPA Agreement. The Parties agree that entering into this MOU or performing as provided hereunder shall not in any way change the obligations, rights or authority of the Parties as set forth in the JPA Agreement establishing the Consortium between the counties. Should any provision of this MOU conflict with any provision of the JPA Agreement, the provision of the JPA Agreement shall prevail.

4.10. Transfer of Impaired Devices.

4.10.1. Transfer of Impaired Devices.

A. Transfer of Impaired Devices. County conveys, assigns, and transfers to Consortium, and Consortium hereby accepts from County, all rights, titles, and interests of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County-Purchased Software and Data prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County-Purchased Software and Data if County is unable to remove prior to transfer.

B. Liability for Impaired Devices. Consortium shall be responsible for any liabilities or obligations associated with or related to the Impaired Devices that occur after the Impaired Device transfer date.

4.10.2. Transfer Events.

A. County to Consortium. The transfer of each Impaired Device from County to Consortium shall be effective on an ongoing basis, when Consortium and County execute an equipment transfer.

4.10.3. Disclaimers of Representations and Warranties.

A. County. COUNTY IS TRANSFERRING, ASSIGNING, AND CONVEYING THE IMPAIRED DEVICES ON AN "AS IS" BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

THIS DISCLAIMER IS NOT INTENDED TO VOID ANY WARRANTIES THAT MAY BE AVAILABLE FROM THE MANUFACTURER OR SELLER OF THE IMPAIRED DEVICES, WHICH SHALL PASS TO THE CONSORTIUM AS APPROPRIATE.

B. Manufacturers' Warranties. The disclaimers in Section 4.10.3, above, notwithstanding each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable transfer date and is subject to all of the terms and conditions imposed by the manufacturers.

4.10.4. Limitations of Liability and Exclusive Remedies.

A. Limitations and Disclaimers of Liability. In no event shall County, Consortium, the Members comprising Consortium, or their contractors, agents, officers, directors, or employees be liable for any losses, expenses, claims or damages of any kind or nature including, but not limited to, direct, indirect, consequential, special or incidental damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business opportunity, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Impaired Devices, any breach of this property transfer by either party, or any other matter hereunder, even if a party has been advised of the possibility of such damages.

The waiver stated above only relates to matters covered by Section 10.4 (Transfer of Impaired Devices) and extends to any rights such person or entity may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

B. Exclusive Remedy of Consortium. Consortium acknowledges that County is providing the Impaired Devices as required under applicable state policy and Consortium agrees that Consortium's sole and exclusive remedy for any inability to use an Impaired Device or any other matter under this property transfer shall be that Consortium shall pursue any remedy that has been transferred or assigned by County from the Impaired Device's manufacturer.

4.10.5. Responsibility for Software Licenses.

A. County. County is responsible for removing all County-Purchased Software prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby appoints Consortium as County's agent for the sole purpose of removing any County-Purchased Software contained on any and all Impaired Devices County transfers to Consortium, if County is unable to remove prior to transfer.

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County-Purchased Software contained on any and all Impaired Devices that County transfers to Consortium.

B. Consortium. Consortium shall, acting as agent of the County, remove any and all County-Purchased Software from Impaired Devices that Consortium receives from County, if County is unable to remove prior to transfer. Consortium shall not acquire any rights or obligations associated with any license to County-Purchased Software contained on any and all Impaired Devices that Consortium receives from County.

4.10.6. Expenses. Each party shall pay its own expenses and fees incidental to the preparation and execution of this property transfer and the obtaining of necessary approvals thereof, including fees and expenses of its counsel, accountants, and other experts.

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. This MOU shall commence on June 28, 2019 ("Effective Date") and shall remain in effect so long as the Member is a member of the Consortium, unless terminated as specified herein.

5.2 Condition Precedent--State and Federal Funding. The Parties agree that their respective obligations under this MOU are contingent upon state and federal financial participation in the Project and the Consortium. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate this MOU.

5.3 Termination of Consortium or County's Consortium Membership. This MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficiently addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Alameda

By:

Richard Valle, President
Board of Supervisors

Approved As to Form

Donna R. Ziegler, County Counsel

By:

Victoria Wu
Assistant County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Alpine

By:

Donald Jardine, Chair
Board of Supervisors

Approved As to Form
Alpine County Counsel

By:

David Prentice

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Amador

By:

Richard M. Forster, Chair
Board of Supervisors

Approved As to Form
Amador County Counsel

By:

Gregory Gillott

(Title)

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Butte

By:

Steve Lambert, Chair
Board of Supervisors

Approved As to Form
Butte County Counsel

By:

Bruce Alpert

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Calaveras

By:

Michael Oliveria, Chair
Board of Supervisors

Approved As to Form
Calaveras County Counsel

By:

Sarah DeKay

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Colusa

By:

Gary J. Evans, Chair
Board of Supervisors

Approved As to Form
Colusa County Counsel

By:

Marcos Kropf

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Contra Costa

By:

_____, Chair

Board of Directors

Approved As to Form
Contra Costa County Counsel

By:

Hannah Shafsky

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Del Norte

By:

Lori L. Cowan, Chair
Board of Supervisors

Approved As to Form
Del Norte County Counsel

By:

Elizabeth Cable

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of El Dorado

By:

Sue Novasel, Chair
Board of Supervisors

Approved As to Form
El Dorado County Counsel

By:

Michael Ciccozzi
County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Fresno

By:

Nathan Magsig, Chairman
Board of Supervisors

Approved As to Legal Form

Daniel C. Cederborg, Fresno County Counsel

By:

Janelle E. Kelley for Daniel C. Cederborg
Assistant County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Glenn

By:

Keith Corum, Chair
Board of Supervisors

Approved As to Form
Glenn County Counsel

By:

Sylvia Duran
County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Humboldt

By:

Rex Bohn, Chair
Board of Supervisors

Approved As to Form
Humboldt County Counsel

By:

Jefferson Billingsley

(Title)

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Imperial

By:

Michael W. Kelley, Chair
Board of Supervisors

Approved As to Form
Imperial County Counsel

By:

Katherine Turner

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Inyo

By:

Richard Pucci, Chair
Board of Supervisors

Approved As to Form
Inyo County Counsel

By:

Marshall Rudolph

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kern

By:

David Couch, Chair
Board of Supervisors

Approved As to Form
Kern County Counsel

By:

Bryan Walters

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

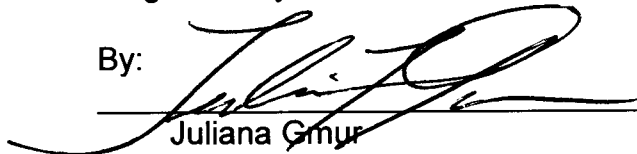
County of Kings

By:

Joe Neves, Chair
Board of Supervisors

Approved As to Form
Kings County Counsel

By:



Juliana Gmur
Assistant County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lake

By:

Tina Scott, Chair
Board of Supervisors

Approved As to Form
Lake County Counsel

By:

Anita Grant

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lassen

By:

Jeff Hemphill, Chair
Board of Supervisors

Approved As to Form
Lassen County Counsel

By:

Bob Burns

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Los Angeles

By:

Kathryn Barger, Chair
Board of Supervisors

Approved As to Form
Los Angeles County Counsel

By:

Truc Moore

(Title)

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Madera

By:

Brett Frazier, Chair
Board of Supervisors

Approved As to Form
Madera County Counsel

By:

Mary Binnings
County Counsel

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Marin

By:

Kathrin Sears, Chair
Board of Supervisors

Approved As to Form
Marin County Counsel

By:

Valorie Boughey
County Counsel

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mariposa

By:

Miles Menetrey, Chair
Board of Supervisors

Approved As to Form
Mariposa County Counsel

By:

Steven Dahlem

(Title)

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mendocino

By:

Carrie Brown, Chair
Board of Supervisors

Approved As to Form
Mendocino County Counsel

By:

Katharine Elliott

(Title)

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Merced

By:

Lloyd Pareira, Chair
Board of Supervisors

Approved As to Form
Merced County Counsel

By:

Thomas Ebersole
County Counsel

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Modoc

By:

Kathie Rhoads, Chair
Board of Supervisors

Approved As to Form
Modoc County Counsel

By:

Margaret Long

(Title)

Attest:

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Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mono

By:

John Peters, Chair
Board of Supervisors

Approved As to Form
Mono County Counsel

By:

Stacey Simon

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Monterey

By:

John M. Phillips, Chair
Board of Supervisors

Approved As to Form
Monterey County Counsel

By:

Anne Brereton

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Napa

By:

Ryan Gregory, Chair
Board of Supervisors

Approved As to Form
Napa County Counsel

By:

Susan Altman

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Nevada

By:

Richard Anderson, Chair
Board of Supervisors

Approved As to Form
Nevada County Counsel

By:

Scott McLeran

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

County:

Dated: _____

County of Orange

By:

Lisa A. Bartlett, Chair
Board of Directors

Approved As to Form
Orange County Counsel

By:

Annie Loo

Deputy County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Placer

By:

Jeff Brown, Department Director
Placer County Health and Human
Services

Approved As to Form
Placer County Counsel

By:

Renju Jacob
Deputy County Counsel

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Plumas

By:

Michael Sanchez, Chair
Board of Supervisors

Approved As to Form
Plumas County Counsel

By:

R. Craig Settlemire

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Riverside

By:

Kevin Jeffries, Chair
Board of Supervisors

Approved As to Form
Riverside County Counsel

By:

Danielle Maland
Deputy County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sacramento

By:

Ann Edwards, Director
Department of Human Assistance

Approved As to Form
Sacramento County Counsel

By:

Rick Heyer

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Benito

By:

Anthony Botelho, Chair
Board of Supervisors

Approved As to Form
San Benito County Counsel

By:

Irma Valencia

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Bernardino

By:

Curt Hagman, Chair
Board of Supervisors

Approved As to Form
San Bernardino County Counsel

By:

Adam Ebright

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Diego

By:

Nick Macchione, Director
HHSA

Approved As to Form
San Diego County Counsel

By:

County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Francisco

By:

Norman Yee, President
Board of Supervisors

Approved As to Form
San Francisco County Counsel

By:

David K. Ries
Deputy City Attorney

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Joaquin

By:

Miguel A. Villapudua, Chair
Board of Supervisors

Approved As to Form
San Joaquin County Counsel

By:

Kimberly D. Johnson
Deputy County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Luis Obispo

By:

Devin Drake, Director
Department of Social Services

Approved As to Form
San Luis Obispo County Counsel

By:

Hillary Matos for Rita Neal

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Mateo

By:

David Pine, President
Board of Supervisors

Approved As to Form
San Mateo County Counsel

By:

Kristina Paszek

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Santa Barbara

By:

Steve Lavagnino
Chair, Board of Supervisors

Approved As to Form
Santa Barbara County Counsel

By:

Paul Lee
Deputy County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Santa Clara

By:

S. Joseph Simitian, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Tiffany Lennear
Assistant Clerk of the Board of Supervisors

Approved As to Form and Legality

Javier Serrano
Deputy County Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Santa Cruz

By:

Ryan Coonerty, Chair
Board of Supervisors

Approved As to Form
Santa Cruz County Counsel

By:

Dana McRae
County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Shasta

By:

Leonard Moty, Chairman
Board of Supervisors
County of Shasta, State of California

Attest:

By: _____

Approved As to Form
Shasta County Counsel

By:

Alan Cox
County Counsel

Risk Management Approval

By:

James Johnson
Risk Management Analyst

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sierra

By:

Paul Roen, Chair
Board of Supervisors

Approved As to Form
Sierra County Counsel

By:

David Prentice

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Siskiyou

By:

Brandon Criss, Chair
Board of Supervisors

Approved As to Form
Siskiyou County Counsel

By:

Edward J. Kiernan
County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Solano

By:

Brigitta E. Corsello
County Administrator

Approved As to Form
Solano County Counsel

By:

Dennis Bunting

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sonoma

By:

David Rabbitt
Board of Supervisors

Approved As to Form
Sonoma County Counsel

By:

Adman Radtke
Deputy County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Stanislaus

By:

Terrance Withrow, Chair
Board of Supervisors

Approved As to Form
Stanislaus County Counsel

By:

John P. Doering
County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sutter

By:

Mat Conant, Chair
Board of Supervisors

Approved As to Form
Sutter County Counsel

By:

Jean Jordan

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tehama

By:

Steve Chamblin, Chair
Board of Supervisors

Approved As to Form

Tehama County Counsel

By:

Andrew Plett
County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Trinity

By:

Judy Morris, Chair
Board of Supervisors

Approved As to Form
Trinity County Counsel

By:

Margaret Long

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Tulare

By:

Kuyler Crocker, Chair
Board of Supervisors

Approved As to Form
Tulare County Counsel

By:

Jennifer M. Flores

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tuolumne

By:

Karl Rodefer, Chair
Board of Supervisors

Approved As to Form
Tuolumne County Counsel

By:

Sarah Carrillo

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Ventura

By:

Supervisor Steve Bennett
Chair, Board of Supervisors

Approved As to Form
Ventura County Counsel

By:

Joseph Randazzo

County Counsel

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Yolo

By:

Nolan Sullivan, Branch Director
Service Centers
Health and Human Services Agency

Approved As to Form
Yolo County Counsel

By:

Hope P. Welton for Philip J. Pogledich

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:
CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:
County of Yuba

By:

Mike Leahy, Chair
Board of Supervisors

Approved As to Form
Yuba County Counsel

By:

Courtney C. Abril
County Counsel

Attest:

CALSAWS CONSORTIUM

SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted:	December 1998
First Amended:	June 2007
Second Amended:	June 2010
Amended and Restated:	September 2017
Amended and Restated:	June 2019

CALSAWS CONSORTIUM

**SECOND AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT**

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SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made by and among the fifty-eight (58) California counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. This joint powers authority shall be referred to as the CalSAWS Consortium ("Consortium"). This Agreement shall serve to amend and restate the Joint Exercise of Powers Agreement dated December 1998, and any and all amendments thereto, which created the California Statewide Automated Welfare System Consortium IV ("C-IV"), subsequently changed to California Automated Consortium Eligibility System ("CalACES Consortium"), to change the name, and to make other revisions as contained herein.

RECITALS:

WHEREAS, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code ("Government Code"), permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, Chapter 4 (commencing with Section 10800) of Division 9 of Part 2 of the California Welfare and Institutions Code ("Welfare and Institutions Code"), declares the administration of public social services in each of the several counties of the state to be a county function and responsibility; and

WHEREAS, the Welfare Client Data Systems ("WCDS") Consortium counties of Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo (referred to collectively as "WCDS Counties") were organized for the purpose of managing and maintaining the CalWORKS Information Network and related systems (collectively referred to as "CalWIN"), used by the WCDS Counties in support of their social services programs; and

WHEREAS, the County of Los Angeles ("Los Angeles County") formed the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting ("LEADER") consortium, with the LEADER consortium consisting of one (1) of the four (4) county consortia, and Los Angeles County's Department of Public Social Services locally managing the LEADER consortium; and

WHEREAS, the four (4) counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together in December 1998 to create C-IV, a joint powers authority for the purpose of the design, development, implementation, and on-going operation and maintenance of an automated welfare system to be used by each of the four counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code; and

WHEREAS, the thirty-five (35) counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV in June 2007 for the purpose of implementation of the automated welfare system in each of the thirty-five (35) counties, and on-going operation and maintenance of the automated welfare system ("C-IV System"); and

WHEREAS, in November 2012, Los Angeles County entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs; and

WHEREAS, California Assembly Bill ABX1 16 (2011), as codified in Welfare and Institutions Code section 10823, required that the prior thirty-nine (39) C-IV counties migrate to a system jointly designed by the thirty-nine (39) C-IV counties and Los Angeles County, and that the migration result in a new consortium composed of the forty (40) counties; and

WHEREAS, the forty (40) counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined together in September 2017 and formed the California Automated Consortium Eligibility System Consortium ("CalACES Consortium") in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, the WCDS Counties and the CalACES Consortium have joined together to form the CalSAWS Consortium, pursuant to this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code.

"Alternate Board Director" means a Member Representative who is designated to serve as an alternate Director as set forth in Section 2.04(c).

“Agreement” means this Second Amended and Restated Joint Exercise of Powers Agreement.

“Board” means the Board of Directors of the Consortium referred to in Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which shall be the governing body of the Consortium.

"Bylaws" shall mean those Bylaws adopted by the Consortium, that are in effect on June 28 , 2019, and as they may be amended in accordance with Section 2.08 of this Agreement.

“CalSAWS” means the complete collection of equipment, software, and network(s) for the automated welfare system to be used by all Members upon completion of the migration of the Members from the C-IV System, the LRS, and CalWIN.

“CalSAWS Consortium” or "Consortium" means the public entity established pursuant to Article II of this Agreement.

“Director(s)” means the Member Representative(s) appointed to the Board pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which may include Alternate Board Director(s) acting in their Director’s absence.

“Fiscal Year” means the period from July 1 to and including the following June 30.

“Implementation” means the rollout of CalSAWS to all Members.

“Member” means one of the individual counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yola, and Yuba. The State of California is not a Member of this JPA.

“Members” means Member Counties, collectively.

“Member Representative” means the person(s) representing each Member pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Project" means the work related to the design, development, implementation, operation, maintenance of the C-IV System, the LRS, and CalWIN, and the migration of the Members to CalSAWS, and all related activities.

"Region" means one (1) of the six (6) regions as defined in Section III (Regions) of the Bylaws.

"Secretary" means the Secretary to the Board of Directors of the Consortium appointed pursuant to Section 3.02 (Secretary).

"State" means the State of California.

"State Representative" means the person representing the State pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Treasurer" means the Treasurer of the Consortium appointed pursuant to Section 3.03 (Treasurer).

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION, AND OPERATION OF CONSORTIUM

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code, commencing with Section 6500, relating to the joint exercise of powers common to the public agencies, in this case the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. The fifty-eight (58) counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, implementation, migration, and on-going operation and maintenance of the C-IV System, the LRS, CalWIN, and CalSAWS, which is the automated welfare system to be used by each of the fifty-eight (58) counties, which may include an interface to the state automated welfare system as provided in the Welfare and Institutions Code.

Section 2.02. Term. This Agreement first became effective on December 1998. The first amendment became effective on June 1, 2007, the second amendment became effective on June 1, 2010, the third amendment (the Amended and Restated Joint Exercise of Powers Agreement) became effective on September 1, 2017, and this fourth amendment (the Second Amended and Restated Joint Exercise of Powers Agreement) shall become effective on June 28, 2019 ("Effective Date"). This Agreement shall continue in full force and effect until terminated by mutual consent of the Boards of Supervisors of the Members. The withdrawal of some, but not all, of the Members pursuant to Section 2.12 (Withdrawal of Member) shall not be deemed a termination of this Agreement.

Section 2.03. Creation of Consortium. Pursuant to the Act, there is hereby created a public entity to be known as the “CalSAWS Consortium,” hereinafter referred to as “Consortium.” The Consortium shall be a public entity separate and apart from the Members, consisting of six (6) Regions as defined in Section III (Regions) of the Bylaws of the Consortium, and shall administer this Agreement.

Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities.

(a) Member Representative:

- (i) With the exception of Los Angeles County, each Member shall be represented by its county Welfare Director, or person holding the equivalent position within that county, unless the Board of Supervisors of the Member appoints one of its board members to serve as the representative (either shall be referred to as "Member Representative"). With respect to Los Angeles County, this Member shall be represented by three (3) Member Representatives, which shall include its county Welfare Director, or person holding the equivalent position within the county, its Children and Family Services Director, or person holding the equivalent position within the county, and one (1) other person who holds an upper executive management position in the social services department.
- (ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative’s county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.
- (iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:
 - Receive nomination for appointment to the Board.
 - Serve on workgroups and committees or appoint designees to serve in their place.
 - Recommend items for inclusion for consideration on the Board meeting agenda.
 - Receive notice of Board meetings.
 - Attend Board meetings.
 - Vote on items.

(b) State Representative:

- (i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the “State Representative.” The two other

State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.

- (ii) The State Representative shall retain his or her State position while acting as State Representative.
- (iii) The State Representative shall have a right to:
 - Serve as an Ex Officio member of the Board.
 - Receive notice of Board meetings.
 - Attend Board meetings, excluding closed sessions.
- (iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

(c) Board of Directors: The Consortium shall be governed and administered by a Board of Directors ("Board") consisting of twelve (12) Directors and one (1) State Representative. The Directors from Regions 1 through 5 shall be selected from the Member Representatives from their respective Regions. Regions 1 and 4 shall each select two (2) Directors, Regions 2, and 3 shall each select one (1) Director, and Region 5 shall select three (3) Directors. Region 6, represented by Los Angeles County, shall have three (3) Directors, who shall be the three (3) Member Representatives from Region 6. For Regions comprised of more than one (1) county, each Director may designate a second Member Representative from within the Region to serve as an alternate Director ("Alternate Board Director"). For Region 6, each Director may designate a county employee who holds an upper management position immediately below the county Welfare Director, or Children and Family Services Director, if applicable, within that Region to serve as an Alternate Board Director. Alternate Board Directors may only act in their Director's absence and shall exercise all rights and privileges of a Director.

Any recommended changes to the Board structure are subject to Section 7.03 (Amendments).

(d) Appointments to the Board of Directors:

- (i) No person shall hold the position of more than one (1) Director. Each Director and the State Representative shall serve for a term of one (1) year with terms running concurrent with the Fiscal Year.
- (ii) Regions 1 and 4 will each appoint two (2) Directors to serve on the Board, Regions 2 and 3 will each appoint one (1) Director to serve on the Board, and Region 5 will appoint three (3) Directors to serve on the Board. For Regions comprised of more than one county, these regions will nominate one or more candidates to serve on the Board. The Director(s) from each Region will be elected by a majority vote of the Member Representatives for that Region who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals). No Member Representative shall be elected to hold the Director position unless he or

she accepts the nomination from his or her Region. Region 6 will appoint its three (3) Member Representatives as Directors to serve on the Board.

- (iii) Each Region shall notify the Secretary of its appointed Director(s) at least fourteen (14) days before the start of the next Fiscal Year. The Secretary will notify the Board of each Region's Director(s) at the first Board meeting of each Fiscal Year.
- (iv) The State shall notify the Secretary of the person it has selected to be the State Representative before the start of the next Fiscal Year. The Secretary will notify the Board of the State's selection for the State Representative at the first Board meeting of each Fiscal Year.

Section 2.05. Meetings of the Board; the Member Representatives.

(a) Regular Meetings:

- (i) **Board.** The Board shall hold regular meetings. It shall hold at least one (1) regular meeting each quarter of every Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Member Representatives.** The Member Representatives shall hold regular meetings. They shall hold at least two (2) regular meetings each Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

(b) **Special Meetings:** Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), Section 54956 of the Government Code.

(c) **Call, Notice, Held, and Conduct of Meetings:** All meetings of the Board, and of the Member Representatives, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Brown Act (Section 54950 et seq. of the Government Code).

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Member Representatives, and shall, as soon as possible after each meeting, cause a copy of the preliminary minutes to be forwarded to each Member Representative. The preliminary minutes will then be included at the next meeting of the Board or the Member Representatives, for approval by the respective bodies.

Section 2.07. Quorum; Required Votes; Approvals.

(a) **Board:** At least seven (7) of the Directors or Alternate Board Directors from five (5) Regions shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn. The State Representative's attendance or non-attendance at any meeting shall have no effect on quorum. The affirmative votes of at least seven (7) of the seated Directors from five (5) Regions shall be required to take any action by the Board, except as provided in (iii) below.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Member Representatives Concurrence.** Recommended changes to this Agreement, the Bylaws, or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and are not subject to Appeal to the Full Board as provided below. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.
- (ii) **Appeal to the Full Board.** At any Board meeting with less than all twelve (12) Directors (“Full Board”) present, any two (2) Directors, or Alternate Board Directors, from two (2) Regions may appeal any action taken or not taken by the Board, by requesting the continuance of the item(s) under appeal to a meeting of the “Full Board,” at which all the Directors or Alternate Board Directors must be present. The Full Board meeting shall be held within 30 days, at either the next regular Board meeting, or a special meeting at which the Full Board is available to attend. Any Director'(s) or Alternate Board Director'(s) failure to attend a meeting of the Full Board shall result in a forfeit of the Director'(s) or Alternate Board Director'(s) vote. At the meeting of the Full Board, the affirmative votes of at least seven (7) Directors or Alternate Board Directors from four (4) Regions shall be sufficient to take action by the Board only on the item(s) under appeal. The action(s) taken by the Full Board shall be final.
- (iii) **Migration Period to CalSAWS.** During the migration period while the Consortium is operating more than one (1) automated welfare system, the Board shall take affirmative action as approved by those Members who are the users of their respective systems, as provided in Section VIII.B (System Subcommittees) of the Bylaws; provided, however, that the Board retains discretion concerning any such action if the Board determines the decision could materially adversely impact the design, development or implementation of the single statewide automated system. This provision shall automatically sunset when the Consortium is operating a single automated welfare system.

(b) Member Representatives: The presence of forty percent (40%) of the Member Representatives shall constitute a quorum for the transaction of business except that less than a quorum may adjourn. The State Representative’s attendance or non-attendance shall have no effect on quorum. The affirmative votes of at least a majority of the Member Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members.

Section 2.08. Bylaws. The Board, by a two-thirds (2/3) affirmative vote of the Directors from Regions 1 through 6 (including the affirmative vote of at least one Director from each Region), and with the concurrence of the Member Representatives as set forth in the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals), shall adopt or amend Bylaws for the conduct of business, and as are necessary for the purposes hereof. The Board may also adopt additional resolutions, rules, regulations, and policies for the conduct of its business, and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

Section 2.09. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. The Bylaws shall further provide for the presentation and content of the budget.

Section 2.10. Annual Operational and Fiscal Reports. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member Representative.

Section 2.11. Addition of New Members. Any county in the State that is not a Member and desires to become a Member shall submit a written request to the Board. The Board may approve the request in accordance with the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals). All new Members are subject to the approval of two-thirds (2/3) of the Boards of Supervisors of the Members, which approval may be granted by adoption of a resolution. Upon approval by the Board and two-thirds (2/3) of the Boards of Supervisors of the Members, the county desiring to be a Member shall execute an amendment to this Agreement adding it as a new Member. The Agreement shall be deemed amended to reflect the addition of the new Member upon execution of the amendment by the new Member.

Section 2.12. Withdrawal of Member. Any Member may withdraw from the Consortium and terminate its participation in this Agreement at the end of any Fiscal Year by adoption of a resolution of withdrawal by the Board of Supervisors of the withdrawing Member, provided that a copy of said resolution has been served on all Members by May 31 of that Fiscal Year. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Board shall elect from among its Directors Chair and Vice-Chair positions. Each officer shall serve for a term of one (1) year. The Chair shall preside over Board and Member Representatives' meetings, sign all contracts on behalf of the Consortium, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed on the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws provide otherwise. Elections for such officers shall be held each year with terms running concurrent with the Fiscal Year.

Section 3.02. Secretary. The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, unless the Bylaws of the Consortium provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Joint Exercise of Powers Act ("Act") and Section 53051 of the Government Code. The Secretary shall be responsible for the call, noticing, holding, and conduct of the meetings of the Board and any Brown Act body created by the Bylaws or Board action pursuant to the Brown Act. The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

Section 3.03. Treasurer. Pursuant to section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of the Consortium. The Treasurer shall be the depository, shall have custody of all of the money of the Consortium from whatever source, and shall have the duties and obligations of Treasurer as set forth in sections 6505 and 6505.5 of the Act. As provided in section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in sections 6505 and 6505.5 of the Act, including the duty to “contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Consortium”. As further provided in section 6505.5 of the Act, the San Bernardino County Board of Supervisors shall determine charges to be made against the Consortium for the services of the treasurer and auditor or controller.

Section 3.04. Officers in Charge of Accounts, Funds, Money, and Records. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds, and money of the Consortium and all records of the Consortium relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium.

Section 3.05. Legal Advisor. The Board shall select the legal advisor and counsel to the Consortium, as provided for in Section VII (Questions of Law) in the Bylaws.

Section 3.06. Other Employees. The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants, and independent contractors as may be necessary for the purpose of this Agreement.

Section 3.07. Officers and Employees of the Consortium. As provided in section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, workers’ compensation, and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents, or employees of the Consortium to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents, or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members. The State Representative may not hold any office or position within Consortium.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Consortium shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 (Purpose) of

this Agreement. As provided in the Act, the Consortium shall be a public entity separate from the Members.

Section 4.02. Specific Powers. The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities, or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability, or obligation of the Members;
- (e) to apply for, accept, receive, and disburse grants, loans, and other aids from any agency of the United States of America or of the State;
- (f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code; and
- (g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of Consortium. Except as otherwise agreed to in Section 6.03 (Member's Liability for Negligence of its Employees and Contractors), the debts, liabilities, and obligations of the Consortium shall not be the debts, liabilities, and obligations of the Members.

ARTICLE V

CONTRIBUTIONS, ASSETS, AND DISTRIBUTION UPON TERMINATION

Section 5.01. Contributions. The Members may make contributions from their treasuries for the purpose set forth in Section 2.01 (Purpose), make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Statewide Automated Welfare System Funding Allocations. Each Member hereby agrees to contribute to the Consortium its funding allocation as defined in Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 (Purpose) herein and

hereby agrees to further contribute to the Consortium any county matches as required in Section 10824, or any successor statute.

Section 5.03. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities, and obligations, all property, both real and personal, of the Consortium shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824, and any successor statute and new welfare programs, except that any Member contributions provided under Section 5.01 (Contributions) herein shall be returned to the contributing Member. The State Representative is not eligible for such distributions.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium Indemnification of Members. The Consortium shall indemnify, defend, and hold harmless each of the Members, and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 6.02. Member Indemnification. Pursuant to the provisions of Government Code section 895 et seq., and except as provided in Section 6.01 (Consortium Indemnification of Members) herein, each Member agrees to defend, indemnify, and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer, and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 6.03. Member's Liability for Negligence of its Employees and Contractors. Except as to Member county personnel dedicated to the Consortium on a "full-time basis," as this term may be defined by further agreement between the Member and the Consortium, Member agrees to be individually liable for the negligence and willful misconduct of its employees, agents, and contractors, including Member county personnel contributed to the Consortium on a part-time or ad hoc basis. As to Member county personnel contributed to the Consortium on a full-time basis, Member county agrees to be jointly liable in the same proportion as the Member county's proportional share of the overall caseload of the Member county as provided in Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

Section 6.04. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Consortium. The Consortium's liability insurance shall name each Member County as an additional insured.

Section 6.05. Third-Party Beneficiaries. This Agreement and the obligations thereto are not intended to benefit any party other than its Members, except as expressly provided otherwise therein. No entity not a signatory to this Agreement shall have any rights or causes of action

against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

Section 6.06. Debts, Liabilities and Obligations.

- (a) All debts, liabilities, and obligations of the CalACES Consortium incurred prior to the Effective Date of this Agreement shall remain the sole responsibility of the forty (40) CalACES Consortium counties and shall be allocated and paid in accordance with the agreed terms in effect prior to the Effective Date of this Agreement. The debts, liabilities, and obligations of the CalACES Consortium and each of the forty (40) CalACES Consortium counties incurred prior to the Effective Date of this Agreement shall not be allocated to the WCDS Counties, unless otherwise expressly agreed to.
- (b) All debts, liabilities, and obligations of the WCDS Counties shall remain the sole responsibility of the WCDS Counties. The debts, liabilities, and obligations of the WCDS Counties shall not be allocated to the forty (40) CalACES Consortium counties, unless otherwise expressly agreed to.
- (c) All debts, liabilities, and obligations of each Member shall remain the individual responsibility of the Member, unless otherwise expressly agreed to.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing, and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid.

Alameda	Director Alameda County Social Services Agency 2000 San Pablo Avenue, 4th Floor Oakland, CA 94612
Alpine	Director Department of Health & Human Services County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador	Director Department of Social Services County of Amador 10877 Conductor Boulevard Sutter Creek, CA 95685
Butte	Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965

Calaveras	Director Health & Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701
Colusa	Director Department of Health & Human Services County of Colusa 251 E. Webster Street Colusa, Ca 95932
Contra Costa	Director Employment & Human Services County of Contra Costa 40 Douglas Drive Martinez, CA 94553
Del Norte	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado	Director Health and Human Services Agency County of El Dorado 3057 Briw Road, Suite B Placerville, CA 95667
Fresno	Director Department of Social Services County of Fresno P.O. Box 1912 Fresno, CA 93718
Glenn	Director Health and Human Services Agency County of Glenn P.O. Box 611 Willows, CA 95988
Humboldt	Director Department of Health & Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial	Director Department of Social Services County of Imperial 2995 S. 4th Street, Suite 105 El Centro, CA 92243

Inyo	Director Department of Health & Human Services County of Inyo 163 May Street Bishop, CA 93514
Kern	Director Department of Human Services County of Kern P.O. Box 511 Bakersfield, CA 93302
Kings	Director Human Services Agency County of Kings Kings County Government Center 1400 W. Lacey Boulevard, #8 Hanford, CA 93230
Lake	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen	Director Community Social Services Department County of Lassen P.O. Box 1359 Susanville, CA 96130
Los Angeles	Director Department of Public Social Services County of Los Angeles 12860 Crossroads Parkway South City of Industry, CA 91746-3411
Madera	Director Department of Social Services County of Madera P.O. Box 569 Madera, CA 93639
Marin	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2002 San Rafael, Ca 94903
Mariposa	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339

Mendocino	Director Department of Social Services County of Mendocino 747 S. State Street Ukiah, CA 95482
Merced	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112
Modoc	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono	Director Department of Social Services County of Mono P.O. Box 2969 Mammoth Lakes, CA 93546
Monterey	Director Department of Social and Employment Services County of Monterey 1000 S. Main Street, Suite 301 Salinas, CA 93901
Napa	Director Health & Human Services Agency County of Napa 2751 Napa Valley Corporate Drive, Building B Napa, CA 94558
Nevada	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959
Orange	Director Orange County Social Services Agency 500 N. State College Boulevard Orange, CA 92868
Placer	Director, Health & Human Services Placer County Health & Human Services 3091 County Center Drive, #290 Auburn, CA 95603
Plumas	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971

Riverside	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
Sacramento	Director County of Sacramento, Department of Human Assistance 1825 Bell Street, Suite 200 Sacramento, CA 95825
San Benito	Director Health & Human Services Agency County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95203
San Bernardino	Director Human Services Agency County of San Bernardino 385 N. Arrowhead Avenue, 5th Floor San Bernardino, CA 92415-0128
San Diego	Director Eligibility Operations County of San Diego, Health & Human Services Agency 1255 Imperial Avenue, Suite 446, MS: W-414 San Diego, CA 92101
San Francisco	Executive Director San Francisco Human Services Agency P.O. Box 7988 San Francisco, CA 94210
San Joaquin	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
San Luis Obispo	Director Department of Social Services County of San Luis Obispo 3433 So. Higuera Street San Luis Obispo, CA 93403
San Mateo	Director, Human Services County of San Mateo 1 Davis Drive Belmont, CA 94002
Santa Barbara	Director Department of Social Services County of Santa Barbara 2125 S. Centerpointe Parkway Santa Maria, CA 93455

Santa Clara	Director Social Services Agency County of Santa Clara 333 West Julian Street, 5th Floor San Jose, CA 95110-2335
Santa Cruz	Director Human Services Department County of Santa Cruz 1000 Emeline Avenue Santa Cruz, CA 95060
Shasta	Director Health & Human Services Agency County of Shasta 2650 Breslauer Way Redding, CA 96001
Sierra	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 96118
Siskiyou	Director Health & Human Services Agency County of Siskiyou 2060 Campus Drive Yreka, CA 96097
Solano	Deputy Director Health and Social Services County of Solano 275 Beck Avenue Fairfield, CA 94533
Sonoma	Director Human Services Department County of Sonoma 3600 Westwind Boulevard Santa Rosa, CA 95403
Stanislaus	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353-0042
Sutter	Director Human Services Department County of Sutter P.O. Box 1535 Yuba City, CA 95992

Tehama	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services Department County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470
Tulare	Director Health & Human Services Agency County of Tulare 5957 S. Mooney Boulevard Visalia, CA 93277
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Ventura	Director Human Services Agency County of Ventura 855 Partridge Drive Ventura, CA 93003
Yolo	Branch Director Service Centers Health & Human Services Agency County of Yolo 25 N. Cottonwood Street Woodland, CA 95695
Yuba	Director Health & Human Services Department County of Yuba P.O. Box 2320 Marysville, CA 95901
Consortium	Two Notices Required: Consortium's Legal Advisor as identified in the Bylaws AND Consortium's Secretary.

The Members and Consortium may change the above addresses for notice purposes by written notification as provided above to each of the other Members and the Consortium. Meeting notices and general correspondence may be served electronically.

Section 7.02. Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State, and is to be so construed. In the event of any dispute under this Agreement venue shall be in Sacramento, unless the dispute involves the Consortium and one or more Members exclusively from Regions 4-6, in which case venue shall be in San Bernardino.

Section 7.03. Amendments. This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members.

Section 7.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 7.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 7.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF ALAMEDA

Approved As to Form
DONNA R. ZIEGLER, COUNTY COUNSEL

By:

By:

Richard Valle, President
Board of Supervisors

Victoria Wu
Assistant County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF ALPINE

Approved As to Form
ALPINE COUNTY COUNSEL

By:

By:

Donald Jardine, Chair
Board of Supervisors

David Prentice
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF AMADOR

Approved As to Form
AMADOR COUNTY COUNSEL

By:

By:

Richard M. Foster, Chair
Board of Supervisors

Gregory Gillott
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF BUTTE

Approved As to Form
BUTTE COUNTY COUNSEL

By:

By:

Steve Lambert, Chair
Board of Supervisors

Bruce Alpert
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF CALAVERAS

Approved As to Form
CALAVERAS COUNTY COUNSEL

By:

By:

Michael Oliveria, Chair
Board of Supervisors

Sarah DeKay
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF COLUSA

Approved As to Form
COLUSA COUNTY COUNSEL

By:

By:

Gary J. Evans, Chair
Board of Supervisors

Marcos Kropf
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF CONTRA COSTA

Approved As to Form
CONTRA COSTA COUNTY COUNSEL

By:

By:

Kathy Gallagher, Director
Employment and Human Services

Hannah Shafsky
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF DEL NORTE

Approved As to Form
DEL NORTE COUNTY COUNSEL

By:

By:

Lori L. Cowan, Chair
Board of Supervisors

Elizabeth Cable
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF EI DORADO

Approved As to Form
EI DORADO COUNTY COUNSEL

By:

By:

Sue Novasel, Chair
Board of Supervisors

Michael Ciccozzi
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF FRESNO

Approved As to Legal Form
DANIEL C. CEDERBORG, FRESNO
COUNTY COUNSEL

By:

Nathan Magsig, Chairman
Board of Supervisors

By:

Janelle Kelley
Assistant County Counsel for
Daniel C. Cederborg
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF GLENN

Approved As to Form
GLENN COUNTY COUNSEL

By:

By:

Keith Corum, Chair
Board of Supervisors

Sylvia Duran
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF HUMBOLDT

Approved As to Form
HUMBOLDT COUNTY COUNSEL

By:

By:

Rex Bohn, Chair
Board of Supervisors

Jefferson Billingsley
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF IMPERIAL

Approved As to Form
IMPERIAL COUNTY COUNSEL

By:

By:

Michael W. Kelley, Chair
Board of Supervisors

Katherine Turner
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF INYO

Approved As to Form
INYO COUNTY COUNSEL

By:

By:

Richard Pucci, Chair
Board of Supervisors

Marshall Rudolph
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF KERN

Approved As to Form
KERN COUNTY COUNSEL

By:

By:

David Couch, Chair
Board of Supervisors

Bryan Walters
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

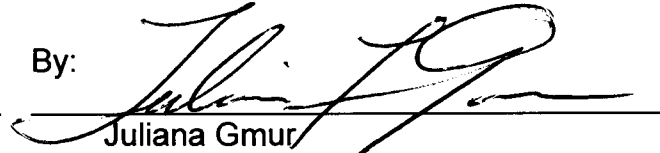
COUNTY OF KINGS

Approved As to Form
KINGS COUNTY COUNSEL

By:

By:

Joe Neves, Chair
Board of Supervisors


Juliana Gmur
Assistant County Counsel

Date:

Date:

April 3, 2019

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LAKE

Approved As to Form
LAKE COUNTY COUNSEL

By:

By:

Tina Scott, Chair
Board of Supervisors

Anita Grant
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LASSEN

Approved As to Form
LASSEN COUNTY COUNSEL

By:

By:

Jeff Hemphill, Chair
Board of Supervisors

Bob Burns
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LOS ANGELES

Approved As to Form
LOS ANGELES COUNTY COUNSEL

By:

By:

Kathryn Barger, Chair
Board of Supervisors

Truc Moore
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MADERA

Approved As to Form
MADERA COUNTY COUNSEL

By:

By:

Brett Frazier, Chair
Board of Supervisors

Mary Binnings
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MARIN

Approved As to Form
MARIN COUNTY COUNSEL

By:

By:

Kathrin Sears, Chair
Board of Supervisors

Valorie Boughey
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MARIPOSA

Approved As to Form
MARIPOSA COUNTY COUNSEL

By:

By:

Miles Menetrey, Chair
Board of Supervisors

Steven Dahlem
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MENDOCINO

Approved As to Form
MENDOCINO COUNTY COUNSEL

By:

By:

Carrie Brown, Chair
Board of Supervisors

Katharine Elliott
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MERCED

Approved As to Form
MERCED COUNTY COUNSEL

By:

By:

Lloyd Pareira, Chair
Board of Supervisors

Thomas Ebersole
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MODOC

Approved As to Form
MODOC COUNTY COUNSEL

By:

By:

Kathie Rhoads, Chair
Board of Supervisors

Margaret Long
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONO

Approved As to Form
MONO COUNTY COUNSEL

By:

By:

John Peters, Chair
Board of Supervisors

Stacey Simon
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONTEREY

Approved As to Form
MONTEREY COUNTY COUNSEL

By:

By:

John M. Phillips, Chair
Board of Supervisors

Anne Brereton
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NAPA

Approved As to Form
NAPA COUNTY COUNSEL

By:

By:

Ryan Gregory, Chair
Board of Supervisors

Susan Altman
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NEVADA

Approved As to Form
NEVADA COUNTY COUNSEL

By:

By:

Richard Anderson, Chair
Board of Supervisors

Scott McLeran
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF ORANGE

Approved As to Form
ORANGE COUNTY COUNSEL

By:

By:

Lisa A. Bartlett, Chair
Board of Directors

Annie Loo
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF PLACER

Approved As to Form
PLACER COUNTY COUNSEL

By:

By:

Jeff Brown, Department Director
Placer County Health and Human
Services

Renju Jacob
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF PLUMAS

Approved As to Form
PLUMAS COUNTY COUNSEL

By:

By:

Michael Sanchez, Chair
Board of Supervisors

R. Craig Settlemire
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF RIVERSIDE

Approved As to Form
RIVERSIDE COUNTY COUNSEL

By:

By:

Kevin Jeffries, Chair
Board of Supervisors

Danielle Maland
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SACRAMENTO

Approved As to Form
SACRAMENTO COUNTY COUNSEL

By:

By:

Ann Edwards, Director
Department of Human Assistance

Ricky Heyer
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN BENITO

Approved As to Form
SAN BENITO COUNTY COUNSEL

By:

By:

Anthony Botelho, Chair
Board of Supervisors

Irma Valencia
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN BERNARDINO

Approved As to Form
SAN BERNARDINO COUNTY COUNSEL

By:

By:

Curt Hagman, Chair
Board of Supervisors

Adam Ebright
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN DIEGO

Approved As to Form
SAN DIEGO COUNTY COUNSEL

By:

By:

Nick Macchione
Director HHSA

County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN FRANCISCO

Approved As to Form
SAN FRANCISCO COUNTY COUNSEL

By:

By:

Norman Yee, President
Board of Supervisors

David K. Ries
Deputy City Attorney

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN JOAQUIN

Approved As to Form
SAN JOAQUIN COUNTY COUNSEL

By:

By:

Miguel A. Villapudua, Chair
Board of Supervisors

Kimberly D. Johnson
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN LUIS OBISPO

Approved As to Form
SAN LUIS OBISPO COUNTY COUNSEL

By:

By:

Devin Drake, Director
Department of Social Services

Hillary Matos
Deputy County Counsel for
Rita Neal
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN MATEO

Approved As to Form
SAN MATEO COUNTY COUNSEL

By:

By:

David Pine, President
Board of Supervisors

Kristina Paszek
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SANTA BARBARA

Approved As to Form
SANTA BARBARA COUNTY COUNSEL

By:

By:

Steve Lavagnino
Chair, Board of Supervisors

Paul Lee
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SANTA CLARA

Approved As to Form and Legality
SANTA CLARA COUNTY COUNSEL

By: -

By:

S. Joseph Simitian, President
Board of Supervisors

Javier Serrano
Deputy County Counsel

Date:

Date:

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

By:

Tiffany Lennear
Assistant Clerk of the Board of
Supervisors

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SANTA CRUZ

Approved As to Form
SANTA CRUZ COUNTY COUNSEL

By:

By:

Ryan Coonerty, Chair
Board of Supervisors

Dana McRae
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SHASTA

Approved As to Form
SHASTA COUNTY COUNSEL

By:

By:

Leonard Moty, Chairman
Board of Supervisors
County of Shasta, State of California

Alan Cox
County Counsel

Date:

Date:

Attest:

RISK MANAGEMENT APPROVAL

By:

By:

James Johnson
Risk Management Analyst

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SIERRA

Approved As to Form
SIERRA COUNTY COUNSEL

By:

By:

Paul Roen, Chair
Board of Supervisors

David Prentice
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SISKIYOU

Approved As to Form
SISKIYOU COUNTY COUNSEL

By:

By:

Brandon Criss, Chair
Board of Supervisors

Edward J. Kiernan
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SOLANO

Approved As to Form
SOLANO COUNTY COUNSEL

By:

By:

Birgitta E. Corsello
County Administrator

Dennis Bunting
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SONOMA

Approved As to Form
SONOMA COUNTY COUNSEL

By:

By:

David Rabbitt
Board of Supervisors

Adman Radtke
Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF STANISLAUS

Approved As to Form
STANISLAUS COUNTY COUNSEL

By:

By:

Terrance Withrow, Chair
Board of Supervisors

John P. Doering
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SUTTER

Approved As to Form
SUTTER COUNTY COUNSEL

By: -

By:

Mat Conant, Chair
Board of Supervisors

Jean Jordan
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TEHAMA

Approved As to Form
TEHAMA COUNTY COUNSEL

By: -

By:

Steve Chamblin, Chair
Board of Supervisors

Andrew Plett
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TRINITY

Approved As to Form
TRINITY COUNTY COUNSEL

By:

By:

Judy Morris, Chair
Board of Supervisors

Margaret Long
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TULARE

Approved As to Form
TULARE COUNTY COUNSEL

By:

By:

Kuyler Crocker, Chair
Board of Supervisors

Jennifer M. Flores
Chief Deputy County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TUOLUMNE

Approved As to Form
TUOLUMNE COUNTY COUNSEL

By:

By:

Karl Rodefer, Chair
Board of Supervisors

Sarah Carrillo
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF VENTURA

Approved As to Form
VENTURA COUNTY COUNSEL

By:

By:

Supervisor Steve Bennett
Chair, Board of Supervisors

Joseph Randazzo
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF YOLO

Approved As to Form
YOLO COUNTY COUNSEL

By:

By:

Nolan Sullivan, Branch Director
Service Centers
Health and Human Services Agency

Hope P. Welton
Senior Deputy Counsel for
Phillip J. Pogledich
County Counsel

Date:

Date:

Attest:

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF YUBA

Approved As to Form
YUBA COUNTY COUNSEL

By:

By:

Mike Leahy, Chair
Board of Supervisors

Courtney C. Abril
County Counsel

Date:

Date:

Attest:

By:



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 16, 2019

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: CONTRACT AMENDMENT WITH PROPATH, INC.

SUMMARY:

Overview: The Kings County Job Training Office is requesting an amendment to Kings County Contract No. 18-089 with ProPath, Inc., modifying the terms of the contract to include an updated nondiscrimination clause to comply with the Workforce Innovation and Opportunity Act.

Recommendation:

Authorize the Chairman to sign the contract amendment with ProPath, Inc. due to an updated nondiscrimination clause to comply with the Workforce Innovation and Opportunity Act.

Fiscal Impact:

The Kings County Job Training Office is funded through revenue other than that from the County General Fund, and this amendment will have no fiscal impact.

BACKGROUND:

The Job Training Office has historically operated employment and training programs, and also served as staff/auditor for the Kings County Workforce Development Board. The bipartisan Workforce Innovation and Opportunity Act of 2014 requires a firewall between program operators and the Kings County Workforce Development Board for issues such as program monitoring, program operator selection, monitoring of the local workforce system Memorandum of Understanding, and other similar issues.

As a result of this new ‘firewall’ requirement, Kings County joined with the counties of San Joaquin, Stanislaus, Merced, and Madera to procure the services of a ‘One-Stop Operator’, as this function is entitled under

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CONTRACT AMENDMENT WITH PROPATH, INC.

April 16, 2019

Page 2 of 2

the bipartisan Workforce Innovation and Opportunity Act of 2014. After two failed procurements due to no bidders or no qualified bidders, ProPath, Inc. was engaged to submit a proposal to perform the needed services. Kings County Contract No. 18-089 is a result of acceptance of that proposal, and on September 11, 2018, your Board approved a one-year contract not to exceed \$100,000. The County of Merced coordinated the procurement and contract award for the stated services. Kings County's obligation under the contract is \$15,000 for the term July 1, 2018 through June 30, 2019. Pursuant to the procurement, this agreement may be renewed for two additional years terminating and requiring re-procurement in June 2020.

Recently, in February 2019, the State of California provided updated instructions for nondiscrimination clauses that must be contained in all contracts funded through the Workforce Innovation and Opportunity Act. The contract amendment specified in this agenda item will update the contract with language specified in the update. County Counsel has reviewed this contract amendment.

**AMENDMENT
TO
CONTRACT
BETWEEN
San Joaquin Valley Sub Regional Planning Unity
AND
ProPath, Inc.**

This amendment is executed by and between the County of Kings, a political subdivision of the State of California; the Madera County Workforce Investment Corporation; the County of Merced, a political subdivision of the State of California; the County of San Joaquin, a political subdivision of the State of California; and, the County of Stanislaus, a political subdivision of the State of California (collectively "Sub-RPU Entities"); and, ProPath, Inc. (hereinafter called "Contractor").

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties and specifically labeled as "Merced County Contract No. 2018200." In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. All parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by all parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date of the last signature present.

MODIFICATIONS:

Section 33, entitled "NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES", is amended to read as follow: A grant applicant's obligation to provide a written assurance.

(a) Grant applicant's obligation to provide a written assurance. (1) Each application for financial assistance, under Title I of Workforce Innovation and Opportunity Act (WIOA), as defined in section 38.4, must include the following assurance:

(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either

- citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- (ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

County of Merced	Contractor
By: _____ <div style="text-align: center;">Signature</div> _____ <div style="text-align: center;">Name</div> _____ <div style="text-align: center;">Title</div> _____ <div style="text-align: center;">Date</div>	By: _____ <div style="text-align: center;">Signature</div> _____ <div style="text-align: center;">Name</div> _____ <div style="text-align: center;">Title</div> _____ <div style="text-align: center;">Date</div>
APPROVED AS TO LEGAL FORM MERCED COUNTY COUNSEL BY: _____ _____ <div style="text-align: center;">Date</div>	MERCED COUNTY DEPARTMENT OF WORKFORCE INVESTMENT BY: _____ _____ <div style="text-align: center;">Date</div>

County of Kings

ProPath, Inc.

By: _____
Signature

By _____
Signature

Name

Name

Title

Title

Date

Date

APPROVED AS TO LEGAL FORM
KINGS COUNTY COUNSEL

BY: _____

Date

ProPath, Inc.

By: _____
Signature

Name

Title

Date

Madera County Workforce Investment Corporation

BY: _____

Date

County of Stanislaus

Propath, Inc.

By: _____
Signature

By _____
Signature

Name

Name

Title

Title

Date

Date

APPROVED AS TO LEGAL FORM
STANISLAUS COUNTY COUNSEL

BY: _____

Date

County of San Joaquin

ProPath, Inc.

By: _____
Signature

By _____
Signature

Name

Name

Title

Title

Date

Date

APPROVED AS TO LEGAL FORM
SAN JOAQUIN COUNTY COUNSEL

BY: _____

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 April 16, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Domingo Cruz
Probation Department – Kelly Zuniga

SUBJECT: SENATE BILL 81 ROUND TWO JUVENILE FACILITY PROJECT
AGREEMENTS

SUMMARY:

Overview:

On April 9, 2015, the Board of State and Community Corrections (BSCC) conditionally awarded \$9.6 million to Kings County for the acquisition, design, renovation, or construction of a Local Youthful Offender Rehabilitative Facility (LYORF) under Senate Bill 81, Round Two (SB 81) funding program. As part of the process, the California Department of Corrections and Rehabilitation (CDCR) and State Department of Finance (DOF) has directed County staff to request that your Board approve the form of the attached project agreements, and authorize the County Administrative Officer to sign them when finalized by the State and reviewed by County Counsel.

Recommendation:

Authorize the County Administrative Officer to sign the following Agreements when finalized by the State and reviewed by County Counsel:

- Ground Lease; and
- Easement Agreement for Grants of Access, Utilities, and Repairs; and
- Right of Entry for Construction and Operation; and
- Facility Sublease.

Fiscal Impact:

The total project cost is \$12,263,000. The State will provide \$9,600,000 for the project, and the County is providing \$2,663,000 (\$2,063,000 in Capital Outlay & \$600,000 in Mental Health Services Act Capital funds) in the form of a Cash Match.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

SENATE BILL 81 ROUND TWO JUVENILE FACILITY PROJECT AGREEMENTS

April 16, 2019

Page 2 of 3

BACKGROUND:

The project is currently underway, and is in the Working Drawing Phase. In order to proceed with the Bid Phase, the County will need to enter into four different agreements with the appropriate State agencies. On June 6, 2017, your Board approved and authorized the Chairman to sign the agreements when finalized by the State and reviewed by County Counsel, but due to revision from the State, they are now needed to be reviewed again for completeness. Also, the State now requires that the County Administrative Officer signs the agreements instead of the Chairman. Below is a summary of these agreements:

Ground Lease

Entered into by: the County of Kings and CDCR.

Term – remains in place until the lease revenue bonds are retired or paid in full.

Purpose – grants CDCR a property interest in the site (footprint area), which is required in order for CDCR to issue the lease revenue bonds.

CDCR will then enter into a Site Lease and a Facility Lease with the State Public Works Board (SPWB), which allows them to sublease the footprint of the existing detention facility and the proposed renovation as a required security for bond financing.

Easement Agreement for Grants of Access, Utilities, and Repairs

Entered into by: County of Kings and CDCR.

Term – remains in place until the lease revenue bonds are retired or paid in full.

Purpose – grants CDCR access to the property for maintenance and other purposes.

Right of Entry for Construction and Operation Agreement

Entered into by: the County of Kings and CDCR.

Term – remains in place until the Project Delivery and Construction Agreement (PDCA) is terminated.

- The PDCA indicates the County's intention to lease the site via the Ground Lease, outlines the conditions and requirements that need to be in place for the lease revenue bonds (e.g. project scope, cost and schedule, approval of preliminary plans, and interim loan requirements).
- Entered into concurrently with Ground Lease.

Purpose – licenses the County to enter the Juvenile facility and proposed expansion space to construct and to operate the Juvenile facility upon substantial completion of construction.

Facility Sublease

Entered into by: the County of Kings and CDCR.

Term – begins on the first day of the month following the commencement of the Facility Lease, which is the date of initial issuance and delivery of the Bonds, and terminates on the same date as the Facility Lease, which is when the bonds have been fully repaid.

Purpose – allows CDCR to sublease the Facility (Site plus Project) to the County in order to operate the renovated detention facility once construction is complete.

Agenda Item

SENATE BILL 81 ROUND TWO JUVENILE FACILITY PROJECT AGREEMENTS

April 16, 2019

Page 3 of 3

Copies of these agreements are on file with the Clerk of the Board, have been reviewed by County Counsel, and will be reviewed again once finalized by the State. The current estimated timeline of the project is outlined below:

- | | |
|--|------------------|
| 1. Working Drawings and Proceed to Bid Approval from DOF | May 1, 2019 |
| 2. Advertise for Bids (start of bidding process) | May 6, 2019 |
| 3. Bids Due to County | June 19, 2019 |
| 4. Construction Contract Award by County
(Board of Supervisors) | June 25, 2019 |
| 5. Contract Award Approved by Department of Finance | July 19, 2019 |
| 6. Notice to Proceed | July 29, 2019 |
| 7. Construction Completion | October 29, 2020 |
| 8. Occupancy | January 29, 2021 |

NOTE: THIS IS A GENERAL FORM OF DOCUMENT ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE, AND MODIFY THIS GENERAL FORM, INCLUDING ITS EXHIBITS AND ATTACHMENTS, AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANCING AS THEY DEEM NECESSARY.

**RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
)
)
)
)
Attention:)**

[Space above for Recorder's use]

GROUND LEASE

by and between the

[ENTER COUNTY NAME]
as Landlord,

and

[“DEPARTMENT OF CORRECTIONS AND REHABILITATION” OR “BOARD OF STATE
AND COMMUNITY CORRECTIONS”]
OF THE STATE OF CALIFORNIA,
as Tenant

Dated as of _____, 20__

(FOR A [ENTER TYPE OF FACILITY] FACILITY
LOCATED IN THE COUNTY OF [ENTER COUNTY NAME])

NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code

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FORM OF DOCUMENT

GROUND LEASE

THIS GROUND LEASE, dated as of _____, 20__ for reference only (this “Ground Lease”), is entered into by and between COUNTY OF [ENTER COUNTY NAME] (the “Participating County”), a Political Subdivision of the State of California (the “State”), as Landlord, and the [“DEPARTMENT OF CORRECTIONS AND REHABILITATION” OR “BOARD OF STATE AND COMMUNITY CORRECTIONS”] OF THE STATE OF CALIFORNIA (the “Department”), an entity of state government of the State, as Tenant. The Participating County and the Department are sometimes referred to collectively as the “Parties”, and individually as a “Party”.

RECITALS

WHEREAS, pursuant to [ENTER STATUTE], the State Public Works Board (the “Board”) is authorized to finance the acquisition, design and construction of a jail facility approved by the Board of State and Community Corrections (the “BSCC”) pursuant to Section [ENTER SECTION] and following, as amended, (the “[ENTER PROGRAM NAME] Financing Program”), the Participating County, [the Department,]BSCC and the Board entered into the Project Delivery and Construction Agreement (the “PDCA”) dated as of _____, 20__, for reference only; and

WHEREAS, further to the PDCA, the Participating County has proposed to build a [ENTER TYPE OF FACILITY] facility as more particularly described in Exhibit A attached hereto (the “Project”), to be located on real property owned in fee simple by the Participating County and legally described in Exhibit B attached hereto (the “Site”); and

WHEREAS, further to the PDCA, the Department desires to ground lease the Site from the Participating County to assist the Participating County in obtaining eligibility for the Board lease revenue bond financing to finance a portion of the construction of the Project (the “Bonds”); and

WHEREAS, the Department and the Board desire that the term of this Ground Lease not terminate or expire until the Bonds have been paid in full or retired under the provisions of the Bond Documents; and

WHEREAS, the Participating County is desirous of maintaining its eligibility to receive financing for the Project, and to achieve this end, the Participating County is willing to lease the Site to the Department; and

WHEREAS, concurrently with the execution of this Ground Lease, the Department as the Licensor and the Participating County as the Licensee, have entered into a Right of Entry for Construction and Operation (the “Right of Entry”) in substantially the form attached as Exhibit C to the PDCA, authorizing the Participating County to enter the Site for the purpose of constructing the Project and for operation of the Project upon substantial completion of construction; and

WHEREAS, if the Participating County maintains its eligibility in the [ENTER PROGRAM NAME] Financing Program, and the Board in its sole discretion, is able to issue the

Bonds to finance the Project in its typical and customary manner, the Department will concurrently sublease the Site to the Board, (the "Site Lease"), and enter into a Facility Lease (the "Facility Lease") providing for the Board to sublease to the Department the Site and the Project (together the "Facility"). The Site Lease and the Facility Lease will provide security for the Bonds to be issued by the Board under an indenture (the "Indenture") between the Board and the Treasurer of the State, as trustee (the "State Treasurer"); and

WHEREAS, if the Board is able to issue the Bonds for the Project in its typical and customary manner, concurrently with executing the Site Lease and the Facility Lease, the Department and the Participating County intend to enter into a Facility Sublease (the "Facility Sublease") whereby the Department will sublet the Facility to the Participating County pursuant to the terms of the Facility Sublease; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, the Participating County hereby leases to the Department, and the Department hereby leases from the Participating County, the Site subject to the terms, covenants, agreements and conditions hereinafter set forth, to each and all of which the Participating County and the Department hereby mutually agree.

SECTION 1. Definitions.

As used herein, the following terms shall have the following meanings:

- (a) "[ENTER PROGRAM NAME] Financing Program" has the meaning given to such term in the Recitals.
- (b) "Abatement Event" shall have the meaning given to such term in the Facility Lease.
- (c) "Board" means the State Public Works Board of the State of California, an entity of state government of the State.
- (d) "Bond Documents" mean each and every document evidencing the Bonds, including, but not limited to, the Site Lease, the Facility Lease, the Facility Sublease, and the Indenture.
- (e) "Bonds" has the meaning given to such term in the Recitals.
- (f) "BSCC" has the meaning given to such term in the Recitals.
- (g) "Claims" has the meaning given to such term in Section 23 of this Ground Lease.
- (h) "Department" has the meaning given to such term in the preamble.
- (i) "DGS" means the Department of General Services of the State of California, an entity of state government of the State.

(j) “Easements” mean the access, utilities and repairs easements described in Subsection 4(b) of this Ground Lease.

(k) “Easement Agreement” means an easement agreement memorializing the grant of Easements by the Participating County, as grantor, to the Department, as grantee, in the form of Exhibit G attached hereto.

(l) “Easement Property” means real property owned by the Participating County that is burdened by the Easement Agreement as described in Exhibit 2 to the Easement Agreement.

(m) “Effective Date” means the date this Ground Lease is valid, binding and effective as provided in Section 2 of this Ground Lease.

(n) “Facility” has the meaning given to such term in the Recitals.

(o) “Facility Lease” has the meaning given to such term in the Recitals.

(p) “Facility Sublease” has the meaning given to such term in the Recitals.

(q) “Ground Lease” has the meaning given to such term in the preamble, including all exhibits attached hereto.

(r) “Hazardous Materials” mean any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Talmer Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code.

(s) “Improvements” mean the physical construction of the Project and other buildings, improvements, structures, furnishings and equipment placed in, under or upon the Site by the Participating County under the terms and conditions in the Right of Entry or this Ground Lease.

(t) “Indemnitees” has the meaning given to such term in Section 24 of this Ground Lease.

(u) “Indenture” has the meaning given to such term in the Recitals.

(v) “Landlord” has the meaning given to such term in the preamble.

(w) “Leasehold Estate” means the real property right and interest held by the Department as Tenant to possess, use and access the Site and the Project under the terms and conditions of this Ground Lease.

- (x) “Participating County” has the meaning given to such term in the preamble.
- (y) “Parties” has the meaning given to such term in the preamble.
- (z) “Party” has the meaning given to such term in the preamble.
- (aa) “PDCA” has the meaning given to such term in the Recitals.
- (bb) “Permitted Encumbrances” has the meaning given to such term in Subsection 3(b)(4) of this Ground Lease.
- (cc) “Project” means the buildings, structures, works and related improvements constructed or to be constructed on the Site, as are more particularly described in Exhibit A attached hereto, and any and all additions, betterments, extensions and improvements thereto.
- (dd) “Resolution” has the meaning given to such term in Subsection 3(b)(1) of this Ground Lease.
- (ee) “Right of Entry” has the meaning given to such term in the Recitals.
- (ff) “Right of First Offer” has the meaning given to such term in Section 13 of this Ground Lease.
- (gg) “Site” has the meaning given to such term in the Recitals.
- (hh) “Site Lease” has the meaning given to such term in the Recitals.
- (ii) “State” means the state government of the State of California.
- (jj) “State Treasurer” has the meaning given to such term in the Recitals.
- (kk) “Tenant” has the meaning given to such term in the preamble.
- (ll) “Term” has the meaning given to such term in Section 10 of this Ground Lease.

SECTION 2. Effective Date.

The Parties hereby confirm and agree that this Ground Lease is effective and binding on the Parties upon the first day (the “Effective Date”) on which this Ground Lease has been consented to by the Board and a duly authorized representative of the Board has consented to this Ground Lease by executing it below.

SECTION 3. Representations, Warranties and Covenants.

(a) Representations and Warranties of the Department. In addition to any express agreements of Tenant herein, the Department makes the following representations and warranties to the Participating County as of the Effective Date:

(1) The Department has full legal right, power and authority to enter into this Ground Lease as Tenant and to carry out and consummate all transactions contemplated by this Ground Lease and by proper action has duly authorized the execution and delivery of this Ground Lease. The Department shall cause an opinion, dated as of [the date in the preamble of this Ground Lease] and in substantially the form of Exhibit D attached to this Ground Lease, to be delivered to the Board contemporaneously with the Department's execution of this Ground Lease;

(2) The officers of the Department executing this Ground Lease are duly and properly holding their respective offices and are fully authorized to execute this Ground Lease; and

(3) This Ground Lease has been duly authorized, executed and delivered by the Department, and will constitute a legal, valid and binding agreement of the Department, enforceable against the Department in accordance with its terms on the Effective Date.

(b) Representations, Warranties and Covenants of the Participating County. In addition to any express agreements of Landlord herein, the Participating County makes the following representations, warranties and covenants to the Department as of the Effective Date:

(1) The Participating County, by Resolution of the Board of Supervisors ("Resolution"), has full legal right, power and authority to enter into this Ground Lease as Landlord, to transfer and convey the Leasehold Estate to the Department under this Ground Lease, and to carry out and consummate all transactions contemplated by this Ground Lease and by proper action has duly authorized the execution and delivery of this Ground Lease. The Participating County shall cause an opinion, dated as of [the date in the preamble of this Ground Lease] and in substantially the form of Exhibit D attached to this Ground Lease, to be delivered to the Board contemporaneously with the Participating County's execution of this Ground Lease.

(2) The officers of Participating County executing this Ground Lease are duly and properly holding their respective offices and have the legal power, right and are fully authorized to execute this Ground Lease pursuant to the Resolution.

(3) This Ground Lease has been duly authorized, executed and delivered by Participating County, and will constitute a legal, valid and binding agreement of Participating County, enforceable against the Participating County in accordance with its terms upon the Effective Date.

(4) The Participating County is the owner in fee simple of the Site and has marketable and insurable fee simple title to the Site, there is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Site or pending against the Participating County which could affect the Participating County's title to the Site, affect the value of the Site, or subject an owner of the Site to liability and there are no outstanding mortgages, deeds of trust, bond indebtedness, leaseholds, pledges, conditions or restrictions, liens or encumbrances against the Site except as identified in Exhibit E, attached hereto, collectively, the "Permitted Encumbrances".

(5) No consent, permission, authorization, order, license, or registration with any governmental authority is necessary in connection with the execution and delivery of this Ground Lease, except as have been obtained.

(6) There exists no litigation or other proceeding pending or threatened against the Participating County except as identified in Exhibit F, attached hereto, that, if determined adversely, would materially and adversely affect the ability of the Participating County to perform its obligations under this Ground Lease.

(7) This Ground Lease is, and all other instruments, documents, exhibits, and agreements required to be executed and delivered by the Participating County in connection with this Ground Lease are and shall be, duly authorized, executed and delivered by the Participating County and shall be valid, legally binding obligations of and enforceable against the Participating County in accordance with their terms.

(8) Neither the execution and delivery of this Ground Lease and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Ground Lease and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any agreements or instruments to which the Participating County is a party or affecting the Site.

(9) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against the Participating County.

(10) There are no and have been no:

(A) actual or pending public improvements which will result in the creation of any liens, encumbrances or assessments upon the Site, including public assessments or mechanics liens, other than the Permitted Encumbrances, and the Participating County agrees to indemnify, defend and hold the Department free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, imposed upon the Site as a consequence of actual or impending public improvements at or after the Effective Date, including any obligations to pay a fee or assessment for infrastructure to the extent such liability survives or continues at or after the Effective Date, and the Department agrees to cooperate with the Participating County, at the Participating County's costs and to the extent permitted by law, with respect to the Participating County's efforts to remove any such liens, fees, assessments, or encumbrances.

(B) uncured notices from any governmental agency notifying the Participating County of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Site.

(C) notices of any condemnation, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Site.

(11) The Participating County hereby agrees that it will not enter into any new leases or any other obligations or agreements that will affect the Site at or after the Effective Date, without the express prior written consent of the Department and approval of the Board.

(12) The Participating County will not subject the Site to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date without the express prior written consent of the Department and the approval of the Board.

(13) The Participating County shall promptly notify the Department of any event or circumstance that makes any representation or warranty of the Participating County under this Ground Lease untrue or misleading, or of any covenant of the Participating County under this Ground Lease incapable or less likely of being performed. The Participating County's obligation to provide the notice described in the preceding sentence to the Department shall in no way relieve the Participating County of any liability for a breach by the Participating County of any of its representations, warranties or covenants under this Ground Lease.

(14) The Department shall at all times during the Term have access to and from the Site.

(15) No representation, warranty or statement of the Participating County in this Ground Lease or in any document, certificate, exhibit or schedule furnished or to be furnished to the Department pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

SECTION 4. Lease of the Site, Access, Utilities and Repairs Easements and Recordation of Lease.

(a) Lease of the Site and Recordation of Ground Lease. The Participating County hereby leases the Site to the Department and the Department leases the Site from the Participating County. The Participating County further agrees to provide, or cause to be provided, to the Department and its assigns or sublessees, adequate parking spaces at no cost, and such utility services as the Participating County customarily provides or causes to be provided to facilities similar to the Project, including without limitation electricity, gas, water, sewer, garbage disposal, heating, air conditioning and telephone. The Department and the Board shall have the right to record this Ground Lease in the Official Records of the Participating County as of the Effective Date or anytime thereafter.

[Use Note: Section 4(b) and the Easement Agreement are necessary if Site access and utilities are provided by other real property. The execution form of the Easement Agreement is attached as Exhibit G.]

(b) Access, Utilities and Repairs Easement. As of the Effective Date, the Participating County agrees to grant to the Department, for the use, benefit and enjoyment of the Department and its lessees, successors and assigns, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public using or

visiting the Site or the Project, a non-exclusive easement over, across and under the Easement Property for the purpose of: a) ingress, egress, passage or access to and from the Site by pedestrian or vehicular traffic; b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and c) other purposes and uses necessary or desirable for access to and from the Site for the repair, operation and maintenance of the Facility (collectively the "Easements"). The grant of the Easements shall be memorialized in that certain Easement Agreement for Grants of Access, Utilities and Repairs (the "Easement Agreement") in substantially the form of Exhibit G attached to this Ground Lease. The Department and the Board shall have the right to record the Easement Agreement in the Official Records of the Participating County as of the Effective Date or anytime thereafter. The Easements to be granted by the Participating County are subject to the limitations set forth in the Easement Agreement. In the event of a conflict or ambiguity, with respect to the terms of the Easements, between this Ground Lease and the Easement Agreement, the terms of the Easement Agreement shall control.

SECTION 5. Landlord Right of Entry for Construction and Operation.

(a) Landlord Right of Entry for Construction and Operation. Notwithstanding anything to the contrary contained herein, Landlord has reserved the right to enter and use the Site for construction of the Project pursuant to the terms and conditions in the Right of Entry.

(b) Quiet Enjoyment. The Participating County covenants that the Department, its assigns or sublessees, may quietly have, hold, and enjoy all of the Site and the Improvements during the Term of this Ground Lease and any extended term hereof, without hindrance or interruption by the Participating County or by any other person or persons lawfully or equitably claiming by, through or under the Participating County, except as limited by the Permitted Encumbrances.

SECTION 6. Purpose and Use.

The Parties reasonably expect for the Site to be used by the Department, and each of its assignees or sublessees during the Term of this Ground Lease, for the purpose of causing the construction, operation and maintenance of the Project and appurtenances thereto; provided however, the Parties acknowledge that the Site may be utilized for other types of correctional housing or other public purposes as may be required to exercise the Board's obligations, rights and remedies under the Bond Documents.

The Participating County acknowledges and confirms that the Department's use of the Leasehold Estate created hereunder includes, but is not limited to, allowing for potential financing and construction of the Project and the leasing of the Site and/or the Facility pursuant to the Site Lease, the Facility Lease, and the Facility Sublease and for such other purposes as may be incidental thereto. The Participating County further acknowledges and confirms the Board's right to relet the Facility in the event of a default under the Facility Lease and to provide for all other rights and remedies of the Board, the State Treasurer, and the owners of the Bonds in the event of a default under the Bond Documents.

SECTION 7. Assignment or Sublease.

The Department may sublet or assign all or a portion of the Site or the Project or assign

this Ground Lease or any interest therein, without the prior consent or approval of the Participating County; provided, however, any sublet or assignment shall be subject to the prior approval of the Board and Participating County is provided notice of said sublet or assignment. Notwithstanding that the Participating County's consent or approval is not required for any subletting of the Site or the Project, to assist with the Board's financing of the Project, the Participating County hereby consents to and approves the sublease of the Site, together with the Improvements, to the Board under the Site Lease and the further subletting of the Facility by the Board to the Department under the Facility Lease.

SECTION 8. No Commitment to Issue the Bonds and Non-Liability of the Department and the State.

The delivery of this Ground Lease shall not directly, indirectly or contingently, obligate the Department, the Board or any other subdivision of the State to issue the Bonds or levy any form of taxation or to make any appropriation with respect to the Project. Any obligation of the Department created by or arising out of this Ground Lease shall not impose a debt or pecuniary liability upon the Department, the Board or any other subdivision of the State, or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by the State.

SECTION 9. Cooperation.

The Participating County has a duty to fully cooperate and provide all necessary assistance to the Department and the Board to aid them in their efforts to finance the Project. The Participating County acknowledges that it is authorized and directed to provide cooperation concerning the issuance of the Bonds, including without limitation, executing and delivering such certificates, legal opinions or instruments as the Department or the Board may reasonably request. The Participating County's legal counsel, Chief Administrative Officer and its Sheriff are authorized and directed to cooperate in the issuance of the Bonds and to execute all documents reasonably needed to accomplish such financing.

SECTION 10. Term and Extension.

The Term of this Ground Lease shall commence on the Effective Date and shall terminate on the same date as the Facility Lease, unless such Term is extended by the parties thereto, or unless sooner terminated as provided herein, except no termination of this Ground Lease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 11. Rental.

The Department shall pay the Participating County rental in the sum of Ten Dollars (\$10.00) per year, all of which rental shall be deemed to have been prepaid to the Participating County by the Department on the Effective Date and, thereby acknowledges the Participating County's match funding requirement has been sufficiently met. The Participating County agrees that the payment of such rental is adequate consideration for the leasing of the Site, together with the Improvements, under this Ground Lease.

SECTION 12. Taxes and Assessment.

The Department shall pay or cause to be paid all lawful taxes that may be levied at any time upon any interest the Department may have under this Ground Lease (including both the Site and the Improvements after the Effective Date). The Participating County and the Department each represent and acknowledge that neither Party believes or expects that its respective interests in the Site are subject to payment of property taxes. The Department shall have the right to contest the validity of any levy or tax assessment levied upon the Department's interest in the Site.

SECTION 13. Right of First Offer and Priority of Ground Lease.

(a) Right of First Offer. Should the Participating County decide to sell the Site at any time during the Term of this Ground Lease, the Participating County shall notify the Department and the Board in writing of such intention prior to soliciting offers from any prospective purchasers. In such event, the Department and the Board shall have fifteen (15) months from receipt of such notification of intention to sell to inform the Participating County of the Department's interest in acquiring the Site. The Participating County understands that the State's acquisition process requires an appropriation of funds and the approval of the Board. The Participating County agrees to reasonably cooperate with the Department in obtaining such approval and in meeting any other State property acquisition requirements that may exist at that time. If the Department informs the Participating County of the Department's intention to acquire the Site within said fifteen (15) month period, the Parties agree to negotiate a purchase agreement in good faith and at a price that is the fair market value of the Site at the time the Department exercises its Right of First Offer.

(b) Priority of Ground Lease. If the Department and the Participating County are unable to agree on the terms and conditions for the purchase and sale of the Site, or if the Board does not approve the acquisition of the Site by the Department, the Participating County shall be free to market and sell the Site to a third party; provided, however, any new owner of the Site shall acquire the Site subject to this Ground Lease and any encumbrances related to the Bonds and the Bond Documents. The Department and the Board shall have no obligation to subordinate the Ground Lease, the Bonds or the Bond Documents to accommodate the new owner or lender(s).

SECTION 14. Damage or Destruction.

Damage or destruction to the Project shall not act to terminate or cancel this Ground Lease. In the event of any damage or destruction of the Project, the use of the proceeds of any property casualty or builder's risk insurance required to be procured and maintained pursuant to the PDCA, or any insurance required by the Facility Lease or Facility Sublease shall be governed by the terms of the agreement that required the procurement of such insurance.

SECTION 15. Insurance.

Except for insurance obligations that may arise as a result of the issuance of the Bonds by the Board, or as may be required by the PDCA, the Department shall have no obligation to purchase insurance for the Site or the Project, including but not limited to any general liability,

earthquake, flood, fire or extended casualty coverage.

SECTION 16. Condition and Title to the Improvements on Termination.

Upon termination or expiration of this Ground Lease, the Department shall have no obligation, to remove the Improvements. Title to the Improvements, including the Project, during the Term shall be vested in the State. Subject to the terms and conditions in the Bond Documents, at the termination or expiration of this Ground Lease, fee title to the Improvements, including the Project, shall vest in the Participating County and become the property of the Participating County without further action of any Party and without the necessity of a deed from the Department to the Participating County.

SECTION 17. The Department's Right to Terminate.

The Department, with the approval of the Board, shall have the right to terminate this Ground Lease upon thirty (30) days written notice to the Participating County without any liability; provided, however, no termination of this Ground Lease or reversion of title to any portion of the Site or vesting of title to the Project may occur until the Bonds have been fully paid or retired under the provisions of the Bond Documents.

SECTION 18. The Participating County's Right to Terminate

Participating County's proper exercise of its termination rights pursuant to Article 2, section 2.2(b) of the PDCA serves to terminate this Ground Lease effective on the date of termination of the PDCA.

SECTION 19. Non-Termination, Default and Damages.

This Ground Lease shall expire at the end of the Term. It is expressly agreed by the Parties to this Ground Lease that any default under this Ground Lease will not allow either Party to terminate or otherwise interfere with the Department's quiet enjoyment and beneficial use of the Site and the Project under this Ground Lease, the Site Lease or the Facility Lease. Until such time as the Bonds have been fully paid or retired under the provisions of the Bond Documents, the sole remedy of any Party upon such default shall be a suit for money damages or specific performance to remedy such a default.

SECTION 20. Waste and Hazardous Materials.

Neither the Participating County nor the Department shall knowingly commit, suffer or permit any waste or nuisance on the Site or any acts to be done thereon in violation of any laws or ordinances. To the Participating County's best knowledge, after having examined its documents, public records and other instruments and having made inquiry of appropriate departments and agencies with respect to the Site and, except as specifically provided in this Ground Lease, no Hazardous Materials, were used, generated, stored, released, discharged or disposed of on, under, in, or about the Site or transported to or from the Site. The Participating County represents with respect to the Site that neither the Participating County nor any other person or entity under the control of, or with the knowledge of the Participating County will cause or permit the use generation, storage, release, discharge, or disposal of any Hazardous

Materials on, under, in, or about the Site or transported to or from the Site.

SECTION 21. Eminent Domain.

If the whole or any portion of the Site or the Project shall be taken in eminent domain proceedings, or by sale in lieu of such taking by a governmental entity threatening to use the power of eminent domain, and which taking in the collective judgment of the Department, the Board, and the State Treasurer renders the Site and/or the Project unsuitable for the continued use by the State, then this Ground Lease shall terminate when possession is taken by the condemning entity.

If this Ground Lease is terminated because of such taking and any of the Bonds are outstanding, then all proceeds from any permanent or temporary taking shall be used to repay any outstanding Bonds as provided in the Bond Documents, including any outstanding or accrued interest, and upon full repayment of the Bonds then the remaining proceeds, if any, shall be distributed to the Department and the Participating County according to their respective interests as provided in the Bond Documents. The Participating County and the Department shall each have the right to represent its own interest, at its own cost and expense, in any proceedings arising out of such taking, and each of the Participating County and the Department shall reasonably cooperate with the other, including without limitation, settling with the condemning authority only with the other Party's consent if such settlement would affect the other Party's rights.

If this Ground Lease is not terminated because of such taking, then it shall remain in full force and effect with respect to the remainder of the Site and the Project. The Participating County and the Department each waives the provisions of the California Code of Civil Procedure, Section 1265.130, or any similar law that permits a Party to petition a court to terminate this Ground Lease upon a taking affecting the Site or the Project, the Parties agreeing that any such termination rights shall be only as expressly set forth in this Ground Lease.

SECTION 22. Non-Discrimination.

During the performance of this Ground Lease, the Participating County shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. The Participating County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The Participating County shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter I, Part I, Division 3, Title 2 of the Government Code (Government Code, Sections 11135 - 11139.5), and the regulations or standards adopted to implement such article.

SECTION 23. Liens.

In the event the Department, the Board or their designees, at any time during the Term, causes any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Project or the Site, the Department, the Board or their designees shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for the Department or the Board, upon or about the Project or the Site and which may be secured by any lien against the Project or the Site or the Department's or the Board's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due; except that, if the Department or the Board desires to contest any such lien, it may do so. If any such lien is reduced to final judgment and such judgment or other process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, said stay thereafter expires, the Department or the Board shall forthwith pay and discharge said judgment.

SECTION 24. Indemnification.

As required by Section [ENTER SECTION or SECTIONS] of the California [ENTER CODE] Code, the Participating County hereby agrees that it shall indemnify, protect, defend and hold harmless the State, including but not limited to, the Department, the Board, DGS, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants and agents (collectively the "Indemnitees"), for any and all claims, liabilities and losses arising out of the use of the Site or the Project, including, but not limited to all demands, causes of action and liabilities of every kind and nature whatsoever arising out of, related to, or in connection with (a) any breach of this Ground Lease by the Participating County; (b) the construction, operation, maintenance, use and occupancy of the Project; (c) any acts or omissions of any contractor hired by the Participating County or its agents or subcontractor hired by such contractor (collectively the "Claims"). The Participating County's obligation to indemnify, defend, and save harmless the Indemnitees shall extend to all Claims arising, occurring, alleged, or made any time, including prior to, during, or after this Ground Lease is in full force and effect. The Participating County's obligation to indemnify, defend, and save harmless the Indemnitees shall apply regardless of any active and/or passive negligent act or omission of the Indemnitees, but the Participating County shall not be obligated to provide indemnity or defense for Indemnitees wherein the Claims arise out of the gross negligence or willful misconduct of the Indemnitees. The indemnification obligation of the Participating County set forth in this Section shall survive the expiration of the Term or earlier termination of this Ground Lease.

SECTION 25. Non-Encumbrance.

The Participating County covenants that the Facility is not and will not be mortgaged, pledged, or hypothecated in any manner or for any purpose and has not been and will not be the subject of a grant of a security interest by the Participating County without the written consent of the Department and the Board. The Participating County further covenants that it shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 26. Miscellaneous.

(a) Amendments. This Ground Lease may only be amended, changed, modified or altered in writing by the Parties. As long as any of the Bonds are outstanding the Board must consent to any amendment hereto to be effective.

(b) Waiver. The waiver by any Party of a breach by the other Party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

(c) Law Governing. This Ground Lease shall be governed exclusively by the provisions hereof and by the laws of the State and any action arising from or relating to this Ground Lease shall be filed and maintained in Sacramento County Superior Court, Sacramento, California.

(d) Section Headings. All articles, paragraph and section headings, titles or captions contained in this Ground Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

(e) Conflicts Between Terms of Documents. Nothing in this Ground Lease is intended to amend, modify or supersede the PDCA except as expressly provided herein. In the event of any inconsistency in the PDCA and this Ground Lease, the inconsistency shall be resolved by giving preference to the PDCA. In the event of any inconsistency between this Ground Lease and the Bond Documents, the inconsistencies shall be resolved by giving preference to the Bond Documents.

(f) Relationship of Parties. The Department and its agents and employees involved in the performance of this Ground Lease shall act in an independent capacity and not as officers, employees or agents of the Participating County.

(g) Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective Parties.

(h) Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Ground Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction and the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Ground Lease shall be affected thereby, and each provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

(i) Notices. All notices herein which are to be given or which may be given by either Party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

If to the Board:

State Public Works Board
915 L Street, 9th Floor
Sacramento, CA 95814

Attention: Executive Director
Facsimile: 916-449-5739

If to the Department: [California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Deputy Director, Facility Planning, Construction and Management
Facsimile: 916-322-5717

OR

Board of State and Community Corrections
2590 Venture Oaks Way
Sacramento, CA 95833
Attention: Executive Director
Facsimile: 916-327-3317

If to the Participating County: County of [ENTER COUNTY NAME]
[ENTER STREET ADDRESS]
[ENTER CITY, STATE AND ZIP CODE]
Attention: [ENTER POSITION TITLE]
Facsimile: [ENTER FAX NUMBER]

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed to a Party may be changed by written notice given to all Parties as hereinabove provided.

(j) Execution and Counterparts. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the signatories to this Ground Lease, all with the same force and effect as though the same counterpart had been executed by all of the signatories.

(k) Bankruptcy. In the event of any bankruptcy proceeding, this Ground Lease will not be treated as an executory contract and cannot be rejected by the Participating County.

(l) Exhibits. The following Exhibits are attached to this Ground Lease and incorporated by reference herein.

- Exhibit A: Project Description
- Exhibit B: Legal Description of the Site
- Exhibit C: Form of Right of Entry

- Exhibit D: Form of Legal Opinion Letter
- Exhibit E: List of the Permitted Encumbrances
- Exhibit F: Pending and Threatened Lawsuits
- Exhibit G: Form of Easement Agreement for Grants of Access, Utilities and Repairs

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

FORM OF DOCUMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

[PARTICIPATING COUNTY]

By: _____
Name:
Title:

**[“DEPARTMENT OF CORRECTIONS
AND REHABILITATION” OR
“BOARD OF STATE AND
COMMUNITY CORRECTIONS”] OF
THE STATE OF CALIFORNIA**

By: _____
Name:
Title:

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: _____
Name:
Title: [Executive Director or Deputy Director]

Date: _____

**APPROVED: DEPARTMENT OF GENERAL
SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____
Name:
Title:

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

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the interest in real property conveyed by the Ground Lease dated as of _____, 20__ for reference only from the County of _____, a Political Subdivision of the State of California to the State of California on behalf of the ["Department of Corrections and Rehabilitation" or "Board of State and Community Corrections"] of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

APPROVED

["DEPARTMENT OF CORRECTIONS AND
REHABILITATION" OR "BOARD OF STATE
AND COMMUNITY CORRECTIONS"] OF THE
STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A
(Project Description)
(to be inserted)

FORM OF DOCUMENT

EXHIBIT B

(Legal Description of the Site)

(to be inserted)

FORM OF DOCUMENT

EXHIBIT C

(Form of Right of Entry)

Location of Site
Agency: ["Department of Corrections and Rehabilitation" or "Board of State and Community Corrections"] of the State of California]
Real Property:

**RIGHT OF ENTRY FOR
CONSTRUCTION AND OPERATION**

This RIGHT OF ENTRY FOR CONSTRUCTION AND OPERATION AGREEMENT (this "License") is entered into as of _____, 20____, by and between the ["DEPARTMENT OF CORRECTIONS AND REHABILITATION OR "BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA (the "Department"), an entity of state government of the State of California (the "State"), as licensor, and the COUNTY OF [ENTER COUNTY NAME] (the "Participating County"), a political subdivision of the State of California, as licensee. The Department and the Participating County are sometimes individually referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, pursuant to [ENTER STATUTE] of the California Government Code, the State Public Works Board (the "Board") is authorized to finance the acquisition, design and construction of a jail facility approved by the Board of State and Community Corrections (the "BSCC") pursuant to Section [ENTER STATUTE] of the California Government Code (the "[ENTER PROGRAM NAME] Financing Program"); and

WHEREAS, the Participating County has proposed to build a jail facility, the _____ project (the "Project"), to be located at [ENTER PHYSICAL ADDRESS], real property controlled by the Participating County through fee-simple ownership (the "Site"); and

WHEREAS, contemporaneous with entry into this License, Participating County intends to lease the Site to the Department pursuant to a Ground Lease executed by and between the Participating County and the Department and consented to by the Board (the "Ground Lease"); and

WHEREAS, the Department, as lessee under the Ground Lease intends to provide the Participating County access to the Site for the purpose of jail construction-related activities and for operation of the Project upon substantial completion of construction.

WITNESSETH

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements by the Parties set forth herein and other good and valuable consideration, this License is subject to the following terms and conditions:

1. Grant of License – The Department hereby grants to the Participating County, its employees, consultants, representatives and contractors a non-exclusive, temporary license to enter the Site for site analysis, Project construction-related activities, and for operation of the Project upon substantial completion of construction (“Activities”), all as contemplated by that certain Project Delivery and Construction Agreement by and among the Department, the Board, the BSCC and the Participating County (the “PDCA”). This License is subordinate to all prior or future rights and obligations of the Department and the Board in the Site, except that the Department and the Board shall grant no rights inconsistent with the reasonable exercise by the Participating County of its rights under this License.
2. License Term – This License shall commence on the Effective Date of the Ground Lease and shall terminate on the date of termination of the PDCA (the “Term”).
3. Compliance with Laws – The Participating County shall conduct all Activities in compliance with all Federal, State and municipal statutes and ordinances, and with all regulations, orders and directives of appropriate governmental agencies (“Laws and Regulations”), as such Laws and Regulations exist during the Term of this License.
4. Inspections – The Department, the Board, and their representatives, employees, agents or independent contractors may enter and inspect the Site or any portion thereof or any improvements thereon, and the Project at any time and from time to time at reasonable times to verify the Participating County’s compliance with the terms and conditions of this License.
5. Special Condition – In the performance of the required studies and tests, the Participating County acknowledges that the Participating County will practice all due diligence to protect the Site.
6. Cooperation – In the event the Department or the Board has business on the Site or the Project, the Participating County agrees to coordinate the Activities with the Department or the Board to minimize any impairment of access to the Site or the Project and any inconvenience to or disruption of the Department’s or the Board’s business. Department and Board agree to coordinate their business at the Site or the Project so as to minimize any delay or disruption of the Participating County’s Activities.
7. Indemnity – As required by California Government Code Section [ENTER STATUTE] the Participating County hereby agrees that it shall indemnify, defend

8. and save harmless the State, including but not limited to the Board, CDCR and BSCC, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants, and agents (collectively, "Indemnitees") for any and all claims and losses arising out of the acquisition, design, construction, and operation of the Project, including, but not limited to all demands, causes of actions and liabilities of every kind and nature whatsoever arising out of, related to, or in connection with (a) any breach of this License by the Participating County; (b) operation, maintenance, use and occupancy of the Project; (c) any acts or omissions of any contractor hired by the Participating County or its agents or subcontractor hired by such contractor; and (d) personal injury, bodily injury or property damage resulting from the Activities of the Participating County, its employees, consultants, representatives and contractors (collectively, "Claims"). The Participating County's obligation to indemnify, defend and save harmless the Indemnitees shall extend to all Claims arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this License is in full force and effect. The Participating County shall not be obligated to provide indemnity or defense for an Indemnitee where the claim arises out of the active negligence or willful misconduct of the Indemnitee. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this License.
9. Insurance – The Participating County shall maintain the following insurances: 1) Commercial General Liability with limits of no less than one million dollars (\$1,000,000) per occurrence and Fire Legal Liability of no less than five hundred thousand dollars (\$500,000); 2) Automobile Liability with a combined single limit of no less than one million dollars (\$1,000,000) per accident and 3) Workers Compensation as required by law and Employers Liability with limits of no less than one million dollars (\$1,000,000) per occurrence. The Participating County shall be solely responsible for monitoring and ensuring that the necessary Workers Compensation Insurance is in effect for all persons entering onto the Site.
10. Utilities – The Department makes no guarantee as to the reliability or availability of utility services. The Department shall not supply any utility services to the Site or the Project.
11. Taxes and Assessments – It is expressly understood that this License is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Site or the Project to the Participating County. Any such acquisition of use rights shall be separate agreements at the sole discretion of the Department and the Board. Should taxes or assessments be levied upon any interest in this License, the Participating County agrees to pay all lawful taxes, assessments or charges created by this License. It is understood that this License may create a possessory interest subject to property taxation and the Participating County may be subject to the payment of property taxes levied on such interest.

12. Continuing Liability – No termination of this License shall release the Participating County from any liability or obligations hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the Site to its prior condition.
13. Attorneys' Fees – In the event of a dispute between the Parties with respect to the terms or condition of this License, it is agreed that each Party, including the prevailing Party, must bear its own costs and attorneys' fees.
14. Assignment, Subletting and Change in Use – The Participating County shall not transfer or assign this License and shall not sublet, license, permit or suffer any use of the Site or the Project or any part thereof.
15. Notices –
- a. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service), sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below.
 - b. All such notices or other communications shall be deemed received upon the earlier of 1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notices or 2) if mailed as provided above, on the date of receipt or rejection.

If to the Department: [California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Deputy Director, Facility Planning, Construction and Management
Facsimile: 916-322-5717

OR

Board of State and Community Corrections
2590 Venture Oaks Way
Sacramento, CA 95833
Attention: Executive Director
Facsimile: 916-327-3317]

If to the Board:

State Public Works Board
915 L Street, 9th Floor
Sacramento, CA 95814
Attention: Executive Director
Facsimile: 916-449-5739

If to the Participating County: County of [ENTER COUNTY NAME]
[ENTER STREET ADDRESS]
[ENTER CITY, STATE AND ZIP CODE]
Attention: [ENTER POSITION TITLE]
Facsimile: [ENTER FAX NUMBER]

- c. Notice of change of address or telephone number shall be given by written notice in the manner described in this Paragraph. The Participating County is obligated to notice all State offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.
16. Entire Agreement – This License contains all the agreements of the Parties regarding right of entry for construction and supersedes any prior License or negotiations. There have been no representations by the Department or understandings made between the Department and the Participating County regarding right of entry for construction and operation other than those set forth in this License. This License may not be modified except by a written instrument duly executed by the Parties hereto with the consent of the Board.
17. Counterparts – This License may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License by their duly authorized representatives on the date first above written.

THE COUNTY _____

By: _____
Name:
Title:

**["DEPARTMENT OF CORRECTIONS
AND REHABILITATION" OR "BOARD
OF STATE AND COMMUNITY
CORRECTIONS"] OF THE
STATE OF CALIFORNIA**

By: _____
Name:
Title:

**CONSENT: STATE PUBLIC
WORKS BOARD OF THE
STATE OF CALIFORNIA**

By: _____

Name:

Title: [Executive Director or Deputy
Director]

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE
STATE OF CALIFORNIA**
(Pursuant to Government Code Section 11005)

By: _____

Name:

Title:

FORM OF DOCUMENT

EXHIBIT D

(Form of Legal Opinion Letter)

[LEGAL COUNSEL LETTERHEAD]

[Client]

State Public Works Board
of the State of California
Sacramento, California

Re: Ground Lease By and Between [insert name of the Participating County] and the Department for the [insert name of the Project] Located at [insert address of the Site]

Ladies and Gentlemen:

I am legal counsel for [insert name of client] with respect to the above referenced matter. I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, exhibits, public records and other instruments in connection with the Ground Lease dated as of _____, 20__ for reference only between [insert name of the Participating County], as landlord, and the [“Department of Corrections and Rehabilitation” or “Board of State and Community Corrections”] of the State of California (the “Department”), as tenant, (the “Ground Lease”), and have conducted such other investigations of fact and law as I have deemed necessary for the purpose of this opinion.

I am of the opinion that:

[Use one of the following alternatives]

[Alternative 1: If the Participating County is the client]

1. The [insert name of the Participating County] is a political subdivision of the State of California created in accordance with the provisions of the Constitution of the State of California, with full legal right, power and authority to enter into and perform its obligations under the Ground Lease [*if easements are being granted under the terms of an Easement Agreement in the form of Exhibit G to the Ground Lease, add: “and Easement Agreement in the form attached as Exhibit G to the Ground Lease” and revise letter accordingly*].

[Alternative 2: If the Department is the client]

1. The Department is an entity of state government of the State of California with full legal right, power and authority to enter into and perform its obligations under the Ground Lease [if easements are being granted under the terms of an Easement Agreement in the form of Exhibit G to the Ground Lease, add: “and Easement Agreement in the form attached as Exhibit G to the Ground Lease” and revise letter accordingly].

[The following provisions apply regardless of the client]

2. The Ground Lease [and Easement Agreement] [has/have] been duly authorized, executed and delivered by [insert name of client], and [is/are] valid and binding upon and enforceable against the [insert name of client] in accordance with [its/their] terms if [it is/they are] in like fashion valid and binding upon and enforceable against the respective other parties thereto, except that enforceability may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought.

3. The execution and delivery by the [insert name of client] of the Ground Lease [and Easement Agreement] and compliance with the provisions thereof do not and will not materially conflict with or constitute on the part of the [insert name of client] a breach of or a default under the law, administrative regulation, judgment, decree or any agreement or other instrument known to me which the [insert name of client] is a party or otherwise subject.

4. All actions on the part of the [insert name of client] necessary for the execution and performance of the Ground Lease [and Easement Agreement] have been duly and effectively taken, and no consent, authorization or approval of, or filing or registration with, any governmental or regulatory officer or body not already obtained or not obtainable in due course by the [insert name of client] is required to be obtained by the [insert name of client] for the making and performance of the Ground Lease [and Easement Agreement] .

5. There is no action, suit or proceeding pending (with the service of process having been accomplished) to restrain or enjoin the execution and delivery of the Ground Lease [and Easement Agreement], or in any way contesting or affecting the validity of the Ground Lease [and Easement Agreement].

Very truly yours,

[INSERT NAME OF CLIENT]

By: _____

Name: _____

Its: _____

EXHIBIT E

(List of the Permitted Encumbrances)

(to be inserted)

- [1. Right of Entry for Construction and Operation]

FORM OF DOCUMENT

EXHIBIT F

(Pending and Threatened Lawsuits)

(to be inserted)

FORM OF DOCUMENT

Exhibit G

(Form of Easement Agreement for Grants of Access, Utilities and Repairs)

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

[Redacted area for recording information]

NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

[THE AREA ABOVE IS RESERVED FOR RECORDER'S USE]

**EASEMENT AGREEMENT FOR GRANTS OF
ACCESS, UTILITIES AND REPAIRS**

This Easement Agreement for Grants of Access, Utilities and Repairs (this "Easement Agreement"), dated for reference only as of [REDACTED], 20 [REDACTED], is made by and between COUNTY OF [REDACTED], (the "Participating County"), a Political Subdivision of the State of California, as grantor, and the ["DEPARTMENT OF CORRECTIONS AND REHABILITATION" OR "BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA (the "Department"), an entity of state government of the State of California, as grantee. The Participating County and the Department are sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Participating County, as landlord, and the Department as tenant, entered into a ground lease dated as of [REDACTED], 20 [REDACTED] for reference only, (the "Ground Lease") for the lease of that certain real property located in the County of [REDACTED] and more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Site"); and

B. The Ground Lease provides that the Participating County, as owner of certain real property adjacent to the Site, shall grant Easements to the Department in the Easement Property, which is more particularly described in Exhibit 2, attached hereto and incorporated herein by this reference; and

C. The Participating County desires to grant and the Department desires to accept the grant of Easements in the Easement Property on the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Ground Lease or the Project Delivery and Construction Agreement.

2. Grant and Description of Easements.

2.1 Grant of Access Easement. The Participating County, as the owner of the Easement Property, hereby establishes and grants to and for the benefit of the Department and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement over and across the Easement Property as shown in Exhibit 2 hereto for purposes of ingress and egress to and from the Site and the Project (the “Access Easement”); provided, however, that rights pursuant to such Access Easement shall only be exercised if there is no reasonable access to the Site and the Project via adjacent public streets and roadways and subject to the security limitations set forth in Section 2.3 hereof; and provided further, that such Access Easement is only effective (i) during such times where the Department, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease.

2.2 Grant of Utilities and Repairs Easement. The Participating County, as the owner of the Easement Property, hereby grants to and for the benefit of the Department and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement across, over and under the Easement Property as shown in Exhibit 2 hereto for the purpose of: a) installation, maintenance and replacement of utility wires, cables, conduits and pipes for “Utilities”, as defined below; and b) other purposes and uses necessary or desirable for the repair, operation and maintenance of the Facility (the “Utilities and Repairs Easement” and together with the Access Easement, the “Easements”); provided, however, that such Utilities and Repairs Easement is subject to the security limitations set forth in Section 2.3 hereof; and; provided further, that such Utilities and Repairs Easement is only effective (i) during such times where the Department, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease. “Utilities” shall mean any and all wet and dry utilities (including sewer) necessary or required to service the Facility, including, without limitation, all electrical, natural gas, water, sewer, telephone, data, and other telecommunications services.

2.3 Security Limitation on Easements. The exercise of the rights granted under the Easements will be expressly subject to the limitations and requirements imposed by the Participating County’s customary security measures for the Participating County’s facilities that may be located on the Easement Property (the “Security Measures”). Prior to the exercise of any rights under the Easements, the Department or the Board, as the case may be, or their respective

lessees, successors or assigns shall contact the [Title of Appropriate Individual at Participating County] to ensure that such exercise of rights granted under the Easements will be in compliance with the requirements of the Security Measures.

3. No Unreasonable Interference. The Participating County shall not conduct any activity on, under or about the Easement Property that would unreasonably interfere with the use of the Easements.

4. Term of Easement Agreement; No Termination by Breach. The term of this Easement Agreement shall be coextensive with the Term of the Ground Lease, as such Term may be extended or terminated as provided in the Ground Lease. No breach of this Easement Agreement shall entitle any of the Parties hereunder to cancel, rescind, or otherwise terminate this Easement Agreement, but such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any breach.

5. Character. The Easements granted by this Easement Agreement shall be appurtenant to the Site and non-exclusive and for the use and benefit of the Department and the Board. This Easement Agreement is not intended to grant a fee interest in the Easement Property, nor is it intended to be a lease or a license. The Department acknowledges that the Easements herein granted are non-exclusive easements and that the Participating County and its successors and assigns may grant one or more additional non-exclusive easements in the Easement Property to third parties, so long as the rights granted by such easements do not materially interfere with or hinder the use of the Easements by the Department or the Board or that of their respective lessees, successors or assigns.

6. Covenants Running with the Land; Binding on Successors. Pursuant to California Civil Code section 1468, this Easement Agreement and the Easements are covenants related to the use, repair, maintenance and improvement of the properties benefited and burdened hereby, and, as such, the covenants set forth herein shall be binding upon the Easement Property and shall be binding upon all parties having or in the future acquiring any interest in the Easement Property.

7. Binding Effect. This Easement Agreement shall be binding on and shall inure to the benefit of the lessees, successors and assigns of the Participating County, the Department, and the Board.

8. Recordation of Easement Agreement. This Easement Agreement shall be recorded in the Official Records of [redacted] County, State of California, and shall serve as notice to all parties succeeding to the interest of the Parties hereto that their use of the Site and the Project and the Easement Property shall be benefited or restricted, or both, in the manner herein described.

9. Entire Agreement; Amendments. This Easement Agreement contains the entire agreement of the Parties hereto relating to the Easements herein granted. Any representations or modifications concerning this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the Department and approved by the Board and the current owner of the Easement Property and recorded in the Official Records of

_____ County, State of California.

10. Warranty of Authority. The Participating County represents and warrants as of the Effective Date that (i) it is the legal owner of the Easement Property, (ii) it has full power and authority to place the encumbrance of this Easement Agreement on the Easement Property, (iii) it has not conveyed (or purported to convey) any right, title or interest in or to the Easement Property, except as has been disclosed in writing to the Department prior to the Effective Date, and (iv) if necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

THE COUNTY OF _____

By: _____

Name: _____

Title: _____

[“DEPARTMENT OF CORRECTIONS AND REHABILITATION” OR “BOARD OF STATE AND COMMUNITY CORRECTIONS”] OF THE STATE OF CALIFORNIA

By: _____

Name:

Title: Executive Director

CONSENT: STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By: _____

Name:

Title: Deputy Director

APPROVED: DEPARTMENT OF GENERAL

**SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____

Name:

Title: Section Chief
Real Property Services

FORM OF DOCUMENT

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the easement interest in real property conveyed by the Easement Agreement for Grants of Access Utilities, and Repairs dated as of _____, 20__ for reference only from the County of _____, a Political Subdivision of the State of California to the State of California on behalf of the ["Department of Corrections and Rehabilitation" OR "Board of State and Community Corrections"] of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name:
Title: Deputy Director

Date: _____

APPROVED

["DEPARTMENT OF CORRECTIONS AND
REHABILITATION" OR "BOARD OF STATE
AND COMMUNITY CORRECTIONS"] OF THE
STATE OF CALIFORNIA

By: _____
Name:
Title: Executive Director

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name:
Title: Section Chief
Real Property Services

Date: _____

EXHIBIT 1 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE SITE

[To Be Attached]

FORM OF DOCUMENT

EXHIBIT 2 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

[To Be Attached]

FORM OF DOCUMENT

NOTE: THIS IS A GENERAL FORM OF DOCUMENT ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE, AND MODIFY THIS GENERAL FORM, INCLUDING ITS EXHIBITS AND ATTACHMENTS, AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANCING AS THEY DEEM NECESSARY.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

[THE AREA ABOVE IS RESERVED FOR RECORDER'S USE]

**EASEMENT AGREEMENT FOR GRANTS OF
ACCESS, UTILITIES AND REPAIRS**

This Easement Agreement for Grants of Access, Utilities and Repairs (this "Easement Agreement"), dated for reference only as of [REDACTED], 20 [REDACTED], is made by and between COUNTY OF [REDACTED], (the "Participating County"), a Political Subdivision of the State of California, as grantor, and the ["DEPARTMENT OF CORRECTIONS AND REHABILITATION" OR "BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA (the "Department"), an entity of state government of the State of California, as grantee. The Participating County and the Department are sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Participating County, as landlord, and the Department as tenant, entered into a ground lease dated as of [REDACTED], 20 [REDACTED] for reference only, (the "Ground Lease") for the lease of that certain real property located in the County of [REDACTED] and more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Site"); and

B. The Ground Lease provides that the Participating County, as owner of certain real property adjacent to the Site, shall grant Easements to the Department in the Easement Property, which is more particularly described in Exhibit 2, attached hereto and incorporated herein by this reference; and

C. The Participating County desires to grant and the Department desires to accept the grant of Easements in the Easement Property on the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Ground Lease or the Project Delivery and Construction Agreement.

2. Grant and Description of Easements.

2.1 Grant of Access Easement. The Participating County, as the owner of the Easement Property, hereby establishes and grants to and for the benefit of the Department and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement over and across the Easement Property as shown in Exhibit 2 hereto for purposes of ingress and egress to and from the Site and the Project (the "Access Easement"); provided, however, that rights pursuant to such Access Easement shall only be exercised if there is no reasonable access to the Site and the Project via adjacent public streets and roadways and subject to the security limitations set forth in Section 2.3 hereof; and provided further, that such Access Easement is only effective (i) during such times where the Department, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease.

2.2 Grant of Utilities and Repairs Easement. The Participating County, as the owner of the Easement Property, hereby grants to and for the benefit of the Department and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement across, over and under the Easement Property as shown in Exhibit 2 hereto for the purpose of: a) installation, maintenance and replacement of utility wires, cables, conduits and pipes for "Utilities", as defined below; and b) other purposes and uses necessary or desirable for the repair, operation and maintenance of the Facility (the "Utilities and Repairs Easement" and together with the Access Easement, the "Easements"); provided, however, that such Utilities and Repairs Easement is subject to the security limitations set forth in Section 2.3 hereof; and; provided further, that such Utilities and Repairs Easement is only effective (i) during such times where the Department, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease. "Utilities" shall mean any and all wet and dry utilities (including sewer) necessary or required to service the Facility, including, without limitation, all electrical, natural gas, water, sewer, telephone, data, and other telecommunications services.

2.3 Security Limitation on Easements. The exercise of the rights granted under the Easements will be expressly subject to the limitations and requirements imposed by the Participating County's customary security measures for the Participating County's facilities that may be located on the Easement Property (the "Security Measures"). Prior to the exercise of any

rights under the Easements, the Department or the Board, as the case may be, or their respective lessees, successors or assigns shall contact the [Title of Appropriate Individual at Participating County] to ensure that such exercise of rights granted under the Easements will be in compliance with the requirements of the Security Measures.

3. No Unreasonable Interference. The Participating County shall not conduct any activity on, under or about the Easement Property that would unreasonably interfere with the use of the Easements.

4. Term of Easement Agreement; No Termination by Breach. The term of this Easement Agreement shall be coextensive with the Term of the Ground Lease, as such Term may be extended or terminated as provided in the Ground Lease. No breach of this Easement Agreement shall entitle any of the Parties hereunder to cancel, rescind, or otherwise terminate this Easement Agreement, but such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any breach.

5. Character. The Easements granted by this Easement Agreement shall be appurtenant to the Site and non-exclusive and for the use and benefit of the Department and the Board. This Easement Agreement is not intended to grant a fee interest in the Easement Property, nor is it intended to be a lease or a license. The Department acknowledges that the Easements herein granted are non-exclusive easements and that the Participating County and its successors and assigns may grant one or more additional non-exclusive easements in the Easement Property to third parties, so long as the rights granted by such easements do not materially interfere with or hinder the use of the Easements by the Department or the Board or that of their respective lessees, successors or assigns.

6. Covenants Running with the Land; Binding on Successors. Pursuant to California Civil Code section 1468, this Easement Agreement and the Easements are covenants related to the use, repair, maintenance and improvement of the properties benefited and burdened hereby, and, as such, the covenants set forth herein shall be binding upon the Easement Property and shall be binding upon all parties having or in the future acquiring any interest in the Easement Property.

7. Binding Effect. This Easement Agreement shall be binding on and shall inure to the benefit of the lessees, successors and assigns of the Participating County, the Department, and the Board.

8. Recordation of Easement Agreement. This Easement Agreement shall be recorded in the Official Records of [] County, State of California, and shall serve as notice to all parties succeeding to the interest of the Parties hereto that their use of the Site and the Project and the Easement Property shall be benefited or restricted, or both, in the manner herein described.

9. Entire Agreement; Amendments. This Easement Agreement contains the entire agreement of the Parties hereto relating to the Easements herein granted. Any representations or modifications concerning this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the Department and approved by the Board and

the current owner of the Easement Property and recorded in the Official Records of _____ County, State of California.

10. Warranty of Authority. The Participating County represents and warrants as of the Effective Date that (i) it is the legal owner of the Easement Property, (ii) it has full power and authority to place the encumbrance of this Easement Agreement on the Easement Property, (iii) it has not conveyed (or purported to convey) any right, title or interest in or to the Easement Property, except as has been disclosed in writing to the Department prior to the Effective Date, and (iv) if necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

THE COUNTY OF _____

By: _____

Name: _____

Title: _____

**[“DEPARTMENT OF CORRECTIONS
AND REHABILITATION” OR
“BOARD OF STATE AND
COMMUNITY CORRECTIONS”] OF
THE STATE OF CALIFORNIA**

By: _____

Name:

Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: _____

Name:

Title: Deputy Director

**APPROVED: DEPARTMENT OF GENERAL
SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____

Name:

Title: Section Chief
Real Property Services

FORM OF DOCUMENT

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the easement interest in real property conveyed by the Easement Agreement for Grants of Access Utilities, and Repairs dated as of _____, 20__ for reference only from the County of _____, a Political Subdivision of the State of California to the State of California on behalf of the ["Department of Corrections and Rehabilitation" OR "Board of State and Community Corrections"] of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name:
Title: Deputy Director

Date: _____

APPROVED

["DEPARTMENT OF CORRECTIONS AND
REHABILITATION" OR "BOARD OF STATE
AND COMMUNITY CORRECTIONS"] OF THE
STATE OF CALIFORNIA

By: _____
Name:
Title: Executive Director

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name:
Title: Section Chief
Real Property Services

Date: _____

EXHIBIT 1 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE SITE

[To Be Attached]

FORM OF DOCUMENT

EXHIBIT 2 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

[To Be Attached]

FORM OF DOCUMENT

NOTE: THIS IS A GENERAL FORM OF DOCUMENT ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE, AND MODIFY THIS GENERAL FORM AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANCING AS THEY DEEM NECESSARY.

Location of Site
Agency: ["Department of Corrections and Rehabilitation" or "Board of State and Community Corrections"] of the State of California]
Real Property:

**RIGHT OF ENTRY FOR
CONSTRUCTION AND OPERATION**

This RIGHT OF ENTRY FOR CONSTRUCTION AND OPERATION AGREEMENT (this "License") is entered into as of _____, 20____, by and between the ["DEPARTMENT OF CORRECTIONS AND REHABILITATION OR "BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA (the "Department"), an entity of state government of the State of California (the "State"), as licensor, and the COUNTY OF [ENTER COUNTY NAME] (the "Participating County"), a political subdivision of the State of California, as licensee. The Department and the Participating County are sometimes individually referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, pursuant to [ENTER STATUTE] of the California Government Code, the State Public Works Board (the "Board") is authorized to finance the acquisition, design and construction of a jail facility approved by the Board of State and Community Corrections (the "BSCC") pursuant to Section [ENTER STATUTE] of the California Government Code (the "[ENTER PROGRAM NAME] Financing Program"); and

WHEREAS, the Participating County has proposed to build a jail facility, the _____ project (the "Project"), to be located at [ENTER PHYSICAL ADDRESS], real property controlled by the Participating County through fee-simple ownership (the "Site"); and

WHEREAS, contemporaneous with entry into this License, Participating County intends to lease the Site to the Department pursuant to a Ground Lease executed by and between the Participating County and the Department and consented to by the Board (the "Ground Lease"); and

WHEREAS, the Department, as lessee under the Ground Lease intends to provide the Participating County access to the Site for the purpose of jail construction-related activities and for operation of the Project upon substantial completion of construction.

WITNESSETH

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements by the Parties set forth herein and other good and valuable consideration, this License is subject to the following terms and conditions:

1. Grant of License – The Department hereby grants to the Participating County, its employees, consultants, representatives and contractors a non-exclusive, temporary license to enter the Site for site analysis, Project construction-related activities, and for operation of the Project upon substantial completion of construction (“Activities”), all as contemplated by that certain Project Delivery and Construction Agreement by and among the Department, the Board, the BSCC and the Participating County (the “PDCA”). This License is subordinate to all prior or future rights and obligations of the Department and the Board in the Site, except that the Department and the Board shall grant no rights inconsistent with the reasonable exercise by the Participating County of its rights under this License.
2. License Term – This License shall commence on the Effective Date of the Ground Lease and shall terminate on the date of termination of the PDCA (the “Term”).
3. Compliance with Laws – The Participating County shall conduct all Activities in compliance with all Federal, State and municipal statutes and ordinances, and with all regulations, orders and directives of appropriate governmental agencies (“Laws and Regulations”), as such Laws and Regulations exist during the Term of this License.
4. Inspections – The Department, the Board, and their representatives, employees, agents or independent contractors may enter and inspect the Site or any portion thereof or any improvements thereon, and the Project at any time and from time to time at reasonable times to verify the Participating County’s compliance with the terms and conditions of this License.
5. Special Condition – In the performance of the required studies and tests, the Participating County acknowledges that the Participating County will practice all due diligence to protect the Site.
6. Cooperation – In the event the Department or the Board has business on the Site or the Project, the Participating County agrees to coordinate the Activities with the Department or the Board to minimize any impairment of access to the Site or the Project and any inconvenience to or disruption of the Department’s or the Board’s business. Department and Board agree to coordinate their business at the Site or the Project so as to minimize any delay or disruption of the Participating County’s Activities.
7. Indemnity – As required by California Government Code Section [ENTER STATUTE] the Participating County hereby agrees that it shall indemnify, defend and save harmless the State, including but not limited to the Board, CDCR and BSCC, and each of their respective officers, governing members, directors,

officials, employees, subcontractors, consultants, and agents (collectively, "Indemnitees") for any and all claims and losses arising out of the acquisition, design, construction, and operation of the Project, including, but not limited to all demands, causes of actions and liabilities of every kind and nature whatsoever arising out of, related to, or in connection with (a) any breach of this License by the Participating County; (b) operation, maintenance, use and occupancy of the Project; (c) any acts or omissions of any contractor hired by the Participating County or its agents or subcontractor hired by such contractor; and (d) personal injury, bodily injury or property damage resulting from the Activities of the Participating County, its employees, consultants, representatives and contractors (collectively, "Claims"). The Participating County's obligation to indemnify, defend and save harmless the Indemnitees shall extend to all Claims arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this License is in full force and effect. The Participating County shall not be obligated to provide indemnity or defense for an Indemnitee where the claim arises out of the active negligence or willful misconduct of the Indemnitee. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this License.

8. Insurance – The Participating County shall maintain the following insurances: 1) Commercial General Liability with limits of no less than one million dollars (\$1,000,000) per occurrence and Fire Legal Liability of no less than five hundred thousand dollars (\$500,000); 2) Automobile Liability with a combined single limit of no less than one million dollars (\$1,000,000) per accident and 3) Workers Compensation as required by law and Employers Liability with limits of no less than one million dollars (\$1,000,000) per occurrence. The Participating County shall be solely responsible for monitoring and ensuring that the necessary Workers Compensation Insurance is in effect for all persons entering onto the Site.
9. Utilities – The Department makes no guarantee as to the reliability or availability of utility services. The Department shall not supply any utility services to the Site or the Project.
10. Taxes and Assessments – It is expressly understood that this License is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Site or the Project to the Participating County. Any such acquisition of use rights shall be separate agreements at the sole discretion of the Department and the Board. Should taxes or assessments be levied upon any interest in this License, the Participating County agrees to pay all lawful taxes, assessments or charges created by this License. It is understood that this License may create a possessory interest subject to property taxation and the Participating County may be subject to the payment of property taxes levied on such interest.
11. Continuing Liability – No termination of this License shall release the Participating County from any liability or obligations hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the Site to its prior condition.

12. Attorneys' Fees – In the event of a dispute between the Parties with respect to the terms or condition of this License, it is agreed that each Party, including the prevailing Party, must bear its own costs and attorneys' fees.
13. Assignment, Subletting and Change in Use – The Participating County shall not transfer or assign this License and shall not sublet, license, permit or suffer any use of the Site or the Project or any part thereof.
14. Notices –
 - a. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service), sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below.
 - b. All such notices or other communications shall be deemed received upon the earlier of 1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notices or 2) if mailed as provided above, on the date of receipt or rejection.

If to the Department: [Redacted] [California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Deputy Director, Facility Planning, Construction and Management
Facsimile: 916-322-5717
[Redacted]

OR

Board of State and Community Corrections
2590 Venture Oaks Way
Sacramento, CA 95833
Attention: Executive Director
Facsimile: 916-327-3317]

If to the Board: State Public Works Board
915 L Street, 9th Floor
Sacramento, CA 95814
Attention: Executive Director
Facsimile: 916-449-5739

If to the Participating County: County of [ENTER COUNTY NAME]
[ENTER STREET ADDRESS]
[ENTER CITY, STATE AND ZIP CODE]
Attention: [ENTER POSITION TITLE]
Facsimile: [ENTER FAX NUMBER]

- c. Notice of change of address or telephone number shall be given by written notice in the manner described in this Paragraph. The Participating County is obligated to notice all State offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.
- 15. Entire Agreement – This License contains all the agreements of the Parties regarding right of entry for construction and supersedes any prior License or negotiations. There have been no representations by the Department or understandings made between the Department and the Participating County regarding right of entry for construction and operation other than those set forth in this License. This License may not be modified except by a written instrument duly executed by the Parties hereto with the consent of the Board.
- 16. Counterparts – This License may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License by their duly authorized representatives on the date first above written.

THE COUNTY _____

By: _____
 Name:
 Title:

["DEPARTMENT OF CORRECTIONS AND REHABILITATION" OR "BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA

By: _____
 Name:
 Title:

CONSENT: STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By: _____
 Name:
 Title: [Executive Director or Deputy Director]

APPROVED: DEPARTMENT OF

**GENERAL SERVICES OF THE
STATE OF CALIFORNIA**
(Pursuant to Government Code Section 11005)

By: _____
Name:
Title:

FORM OF DOCUMENT

NOTE: THIS IS A GENERAL FORM OF DOCUMENT ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE, AND MODIFY THIS GENERAL FORM, INCLUDING ITS EXHIBITS AND ATTACHMENTS, AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANCING AS THEY DEEM NECESSARY.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

[ENTER BOND COUNSEL FIRM NAME]
[ENTER STREET ADDRESS]
Attention: [ENTER NAME OF BOND
COUNSEL]

[Space above for Recorder's use.]

FACILITY SUBLEASE

by and between the

**["DEPARTMENT OF CORRECTIONS AND REHABILITATION" or "BOARD OF STATE
AND COMMUNITY CORRECTIONS"]
OF THE STATE OF CALIFORNIA,
as Sublessor**

and

**COUNTY OF _____,
as Sublessee**

Dated as of _____

**[ENTER PROJECT NAME]
(_____ COUNTY)**

NO DOCUMENTARY TRANSFER TAX DUE.
This Facility Sublease is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code. Lease term less than 35 years.

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FACILITY SUBLEASE

This Sublease (this "Facility Sublease"), dated as of _____, is made and entered into by and between the ["DEPARTMENT OF CORRECTIONS AND REHABILITATION" OR "BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA, as sublessor (the "Department") and the COUNTY OF _____, a political subdivision of the State of California, as sublessee (the "Participating County").

RECITALS

WHEREAS, pursuant to [ENTER STATUTE] commencing _____ (the "Law"), the State Public Works Board (the "Board") is authorized to finance the acquisition, design, and construction of a [ENTER FACILITY TYPE] approved by the Board of State and Community Corrections of the State of California (the "BSCC"); and

WHEREAS, the Participating County, the Board, the Department and the BSCC have previously entered into that certain Project Delivery and Construction Agreement dated as of _____ (the "Project Agreement") with respect to the construction of a [ENTER FACILITY TYPE] (the "Project"); and

WHEREAS, pursuant to the provisions of the Project Agreement the Participating County has constructed the Project, which is located at _____, on the real property described in Exhibit A hereto (the "Site"), fee title to which is owned by the Participating County; and

WHEREAS, the Participating County, as fee owner of the Site, has leased the Site to the Department pursuant to a Ground Lease, dated _____, executed by and between the Participating County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on _____ in the Official Records of the County of _____ as Document No. _____ (the "Ground Lease"); and

WHEREAS, further to the terms of the Ground Lease, the Department and the Participating County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs dated as of _____ and recorded on _____ in the Official Records of the County of _____ as Document No. _____ (the "Easement Agreement") pursuant to which the Participating County granted to the Department and the Board certain appurtenant easements in certain property adjacent to the Site (the "Easement Property") necessary for the quiet enjoyment and beneficial use of the Site by the Department and the Board;

WHEREAS, pursuant to the Law, the Board has issued its Lease Revenue Bonds [ENTER CAPTION FROM RESPECTIVE BOND ISSUANCE] (the "Bonds") to finance and refinance the Project, in conjunction with which the Department, as lessor, and the Board, as lessee, entered into a site lease dated as of _____ (the "Site Lease"), providing for the sublease of the Site to the Board, and the Board, as lessor, and the Department, as lessee, entered into a facility lease dated as of _____ (the "Facility Lease"), providing for the leasing of the Site and the Project to the Department (the Site, together with the Project, the "Facility"); and

WHEREAS, the Site Lease and the Facility Lease will provide security for the Bonds which have been issued by the Board under an indenture dated as of April 1, 1994, as amended by the Tenth

Supplemental Indenture, dated as of September 1, 1996, the Forty-Second Supplemental Indenture, dated as of October 1, 2002, the Fifty-Second Supplemental Indenture, dated as of October 15, 2004, and the Ninety-Third Supplemental Indenture, dated as of October 12, 2009 (collectively the “Master Indenture”), as supplemented by the [REDACTED] Supplemental Indenture (together with the Master Indenture, the “Indenture”) between the Board and the Treasurer of the State of California, as trustee (the “State Treasurer”); and

WHEREAS, the Department, pursuant to the Law, is authorized to enter into one or more subleases and/or contracts with the Participating County; and

WHEREAS, the Participating County, as sublessee, will be responsible for all the maintenance and operating costs for the Facility; and

WHEREAS, payment of the principal of and interest on the Bonds will be made through rental payments made under the Facility Lease by the Department from annual appropriations to the Department included in the State budget, but the costs of operating and maintaining the Facility will be paid by the Participating County; and

WHEREAS, it is the intent of the parties that, upon the payment in full of the Bonds and all other indebtedness incurred by the Board for the Project, if any, the Ground Lease, the Easement Agreement, the Site Lease, the Facility Lease and this Facility Sublease will terminate in accordance with their respective terms and fee title to the Project will vest in the Participating County pursuant to the terms and conditions in the Ground Lease.

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned such terms in the Facility Lease or the Indenture.

SECTION 2. Sublease of the Facility to the Participating County Subject to Facility Lease. The Participating County hereby leases the Facility from the Department, and the Department hereby leases the Facility to the Participating County, on the terms and conditions hereinafter set forth, subject to all easements, encumbrances and restrictions of record, including without limitation, the terms and conditions of the Site Lease. This Facility Sublease is in all respects subordinate and subject to the Facility Lease. The Participating County covenants it shall continuously operate and maintain the Facility and shall have no right to abandon the Facility.

SECTION 3. Term. The term of this Facility Sublease shall commence on the date of initial issuance and delivery of the Bonds and shall terminate on the same date as the Facility Lease, unless such term is extended by the parties hereto, or unless sooner terminated as provided herein, provided, however, except as set forth in Section 10(b) or (c), no termination of this Facility Sublease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 4. Consideration and Conflict between Documents. The Department makes this Facility Sublease in consideration for the public benefit to the State of California (the “State”) provided by the Project, which is described in [ENTER CODE AND SECTION] and for undertaking by the Participating County of the financial obligations required under this Facility Sublease. This

Facility Sublease is subject to the terms of the Ground Lease, Easement Agreement, Site Lease and Facility Lease and in the event of a conflict between this Facility Sublease and any of the Ground Lease, Easement Agreement, Site Lease or the Facility Lease, the provisions of the Ground Lease, Easement Agreement, Site Lease or the Facility Lease, as the case may be, shall control.

SECTION 5. Purpose and Use. The Site shall be used by the Participating County for the purpose of staffing, operating and maintaining the Project and appurtenances related thereto, in order to provide the Project and for such other purposes as may be ancillary and related thereto for State and local criminal justice agencies. The Participating County shall be required to obtain the prior written consent of the Department and the Board for any change in use of the Facility, or any part thereof and at the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such change in use will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes.

SECTION 6. Obligations of Participating County.

(a) Maintenance, Repair, Replacement and Utilities. The Participating County shall, at its own cost and expense, pay for all maintenance and repair, both ordinary and extraordinary, of the Facility. The Participating County shall at all times maintain, or otherwise arrange for the maintenance of, the Facility in good condition, and the Participating County shall pay for, or otherwise arrange for, the payment of all utility services supplied to the Facility, and shall pay for, or otherwise arrange for, the payment of the costs of the repair and replacement of the Facility resulting from ordinary or extraordinary wear and tear or want of care on the part of the Participating County or any other cause (except for a catastrophic uninsured loss), and shall pay for, or otherwise arrange for, the payment of any insurance policies, except those provided by the Department pursuant to the Facility Lease.

(b) Rent. The Department shall pay all Base Rental and Additional Rental as defined in and as required under the Facility Lease. The Participating County shall pay upon the order of the Department or the Board as rent hereunder such amounts, if any, in each year as shall be required by the Department or Board for the payment of all applicable taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Department, the Board or the State Treasurer affecting or relating to the Facility or their respective interests or estates therein. Except for the Base Rental and Additional Rental obligations and insurance obligations as specified in the Facility Lease, the Department shall have no duty under this Facility Sublease to pay for any other costs to maintain and operate the Facility. The rent required under this Section 6(b) shall be abated proportionately during any period in which the Department's obligation to pay rent under the Facility Lease shall be abated.

The Participating County shall submit to the Department within 15 Business Days of the final adoption of the Participating County's budget each year, a copy of its approved and authorized budget, or other written information acceptable to the Department, that details the amounts allocated to maintain and operate the Facility, including any reserves. On September 1 of each year during the term of this Facility Sublease, the Department shall submit a report to the Board including a summary of the information provided by the Participating County as set forth in this paragraph. This report shall be in a form approved by the Board and shall incorporate any other summary to be provided by the Department pursuant to the terms of any facility sublease entered into by the Department in connection with facilities constructed pursuant to the Law, as applicable.

SECTION 7. Insurance.

(a) Insurance Obligations of the Department. The Department will pay or cause to be paid the cost of all insurance required to be maintained under the Facility Lease. The Participating County will not be required to pay or reimburse the Department or any other State agency for these insurance costs or any deductible paid by the State. The Department will provide, or cause to be provided, proof of insurance coverage to the Participating County upon request of the Participating County.

In the event of (i) damage or destruction of the Facility caused by the perils covered by the insurance required under the Facility Lease and (ii) if the Board elects, under the terms of the Facility Lease and the Indenture, to redeem the outstanding Bonds, and (iii) if any insurance proceeds remain after the Bonds have been redeemed and such remaining proceeds are not needed under the terms of the Indenture, and (iv) such funds are distributed to the Department, then the Department agrees to distribute such funds to the Participating County.

The Department will not insure the Participating County's equipment, stored goods, other personal property, fixtures, or tenant improvements, nor such personal property owned by Participating County's, subtenants or assigns, if any, or invitees. The Department shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Facility by the Participating County caused by fire or other casualty, or to replace any such personal property or trade fixtures. The Participating County may, at its sole option and expense, obtain physical damage insurance covering its equipment, stored goods, other personal property, fixtures or tenant improvement or obtain business interruption insurance.

To the extent permitted by law, the Department and the Participating County agree to release the other and waive their rights of recovery against the other for damage to the Facility or their respective property at the Facility arising from perils insured under any commercial property insurance listed in this Facility Sublease or the Facility Lease. The property insurance policies of the Department and the Participating County shall contain a waiver of subrogation endorsement in favor of the other.

(b) Insurance Obligations of the Participating County. The Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained from an insurance company or companies approved to do business in the State of California and maintain during the entire term of this Facility Sublease, the following insurance coverage for the Facility:

(1) General liability insurance in an amount not less than one million Dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability;

(2) By signing this Facility Sublease, the Participating County hereby certifies that it is aware of the provisions of Section 3700, *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Facility Sublease.

(3) Auto insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles or coverage for any auto.

(c) Additional Insureds. The Participating County agrees that the Department and the Board and their officers, agents and employees shall be included as additional insureds in all insurance required herein.

(d) Insurance Certificate. The Participating County shall submit or cause to be submitted to the Department, by no later than June 30th of each year, a certificate of insurance or other evidence of insurance in a form satisfactory to the Department demonstrating that the insurance required to be maintained by the Participating County hereunder is in full force and effect.

(e) Self-Insurance. Notwithstanding any other provision of this Section, the Participating County may satisfy the insurance obligations hereunder by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Participating County and acceptable to the Department and the Board. The Participating County shall furnish the Department and the Board with a certificate or other written evidence of the Participating County’s election to provide or cause to be provided all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

SECTION 8. Assignment, Subletting of Facility or Third Party Use.

(a) The Participating County shall not sublet, assign or allow any third party, including but not limited to the federal government or any agency or instrumentality thereof, to use any portion of the Facility, or permit its subtenants, assignees or third party users to sublet or assign portions of the Facility, without obtaining the prior written consent and approval of the Department and the Board, which may be granted or denied in their sole discretion, and, provided further, that any such sublease, assignment or use agreement shall be subject to the following conditions:

(1) Any sublease, assignment or use agreement of the Facility by the Participating County shall explicitly provide that such agreement is subject to all rights of the Board under the Facility Lease, including, the Board’s right to re-enter and re-let the Facility or terminate the Facility Lease upon a default by the Department and to all rights of the Department under this Facility Sublease including, the Department’s right to re-enter and re-let the Facility or terminate this Facility Sublease upon a default by the Participating County; and

(2) At the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such sublease, assignment or use agreement will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes.

(b) The Participating County acknowledges that, if the Department breaches the terms of the Facility Lease, a remedy for such breach available to the Board under the Facility Lease is to enter and re-let the Facility to an entity other than the Department. If the Board, at its discretion, chooses to exercise this remedy, the Board agrees that its first offer to relet the Facility shall be made

to the Participating County; provided, however, the terms of such offer shall be determined at the sole reasonable discretion of the Board.

(c) This Facility Sublease shall not be subordinated to any sublease, assignment or use agreement.

SECTION 9. Hazardous Materials. The Participating County shall fully disclose in writing to the Department and the Board the existence, extent and nature of any Hazardous Materials (defined below), substances, wastes or other environmentally regulated substances, of which the Participating County has actual knowledge relative to the Facility. The Participating County further warrants, covenants and represents that it will promptly notify the Department and the Board in writing of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in, around or under the Facility or used in connection therewith, of which the Participating County gains actual knowledge, and will transmit to the Department and the Board copies of any citations, orders, notices or other material governmental or other communication received by the Participating County with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Facility. The Participating County shall ensure (as to itself), and shall use its best efforts to ensure (as to its contractors, consultants, sublessees and other agents), that all activities of the Participating County or any officers, employees, contractors, consultants, sublessees, or any other agents of the Participating County performed at the Facility will be in full compliance with all Environmental Laws, and further agrees that neither the Participating County nor its contractors, consultants, sublessees, agents, officers or employees will engage in any management of solid wastes or Hazardous Materials at the Facility which constitutes noncompliance with or a violation of any Environmental Law. If there is a release of Hazardous Materials on or beneath the Facility which constitutes noncompliance with or a violation of any Environmental Law, the Participating County shall promptly take all action necessary to investigate and remedy such release.

The Participating County shall defend, indemnify and hold the State of California, including, but not limited to, the Department, the Board and their officers, directors, agents, employees and successors and assigns (each, an "Indemnified Party" and, together, the "Indemnified Parties") harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants', or experts' fees and expenses of every kind and nature) suffered by or asserted against one or more of the Indemnified Parties as a direct or indirect result of any warranty or representation made by the Participating County in the preceding paragraph being false or untrue in any material respect or the breach of any obligation of the Participating County in the preceding paragraph or as a result of any act or omission on the part of the Participating County or any contractor, consultant, sublessee or other agent of the Participating County which constitutes noncompliance with or a violation of any Environmental Law. The indemnification obligations set forth in this paragraph shall survive any termination of this Facility Sublease.

"Hazardous Materials" means any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous substance", "hazardous material", "toxic substance", "solid waste", "pollutant or contaminant", "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C.A §§ 9601 *et seq.*]; the Resource Conservation and Recovery

Act of 1976 (“RCRA”) [42 U.S.C.A §§ 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 U.S.C.A §§ 1251 *et seq.*]; the Toxic Substances Control Act (“TSCA”) [15 U.S.C.A §§ 2601 *et seq.*]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A §§ 136 *et seq.*]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A §§ 9601 *et seq.*]; the Clean Air Act [42 U.S.C.A §§ 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C.A §§ 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C.A §§ 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C.A §§ 1201 *et seq.*]; the Emergency Planning and Community Right-to-Know Act [42 U.S.C.A §§ 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C.A §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health & Saf. Code §§ 25280 *et seq.*]; the California Hazardous Substances Account Act [Health & Saf. Code §§ 25300 *et seq.*]; the California Hazardous Waste Control Act [Health & Saf. Code §§ 25100 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [Health & Saf. Code §§ 25249.5 *et seq.*]; the Porter-Cologne Water Quality Act [Wat. Code §§ 13000 *et seq.*], including without limitation, Sections 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Talmer Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code.

“Environmental Laws” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to Hazardous Materials to which the Participating County or the Facility is subject, including all those laws referenced above in the definition of Hazardous Materials.

SECTION 10. Termination, Breach, Default and Damages.

(a) This Facility Sublease shall terminate upon the occurrence of the expiration of the Facility Lease as set forth in Section 3.

(b) If the Participating County shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Participating County for a period of sixty (60) days after notice of the same has been given to the Participating County by the Department or the Board or for such additional time as is reasonably required, in the sole discretion of the Department, with the consent of the Board, to correct any of the same, the Participating County shall be deemed to be in default hereunder and it shall be lawful for the Department to exercise any and all remedies available pursuant to law or granted pursuant to this Facility Sublease. Upon any such default, the Department, in addition to all other rights and remedies it may have at law, shall, with the consent of the Board, have the option to do any of the following:

(1) To terminate this Facility Sublease in the manner hereinafter provided on account of default by the Participating County, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place. In the event of such termination, the Participating County agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Department and the Board all damages recoverable at law that the Department may incur by reason of default by the Participating County, including,

without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained. Neither notice to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Department nor any proceeding in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting such re-entry or obtaining possession of the Facility, nor the appointment of a receiver upon initiative of the Department to protect the Board's interest under the Facility Lease shall of itself operate to terminate this Facility Sublease, and no termination of this Facility Sublease on account of default by the Participating County shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Department shall have given written notice to the Participating County of the election on the part of the Department to terminate this Facility Sublease. The Participating County covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this Facility Sublease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Department by such written notice.

(2) Without terminating this Facility Sublease, (i) to enforce any term or provision to be kept or performed by the Participating County or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Department does not elect to terminate this Facility Sublease in the manner provided for in subparagraph (1) hereof, the Participating County shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Participating County, and notwithstanding any entry or re-entry by the Department or suit in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting a re-entry or obtaining possession of the Facility. Should the Department elect to re-enter as herein provided, the Participating County hereby irrevocably appoints the Department as the agent and attorney-in-fact of the Participating County to re-let the Facility, or any part thereof, from time to time, either in the Department's name or otherwise, upon such terms and conditions and for such use and period as the Department may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the Participating County, and the Participating County hereby exempts and agrees to save harmless the Department from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Department or its agents. The Participating County agrees that the terms of this Facility Sublease constitute full and sufficient notice of the right of the Department to re-let the Facility in the event of such re-entry without effecting a surrender of this Facility Sublease. The Participating County further agrees that no acts of the Department in effecting such re-letting shall constitute a surrender or termination of this Facility Sublease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Participating County the right to terminate this Facility Sublease shall vest in the Department to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Participating County further agrees to pay the Department the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the Participating County of the completion and installation of such additions or alterations.

(c) This Facility Sublease may be terminated at the option of the Board if the Board determines to exercise its right to enter and re-let the Facility under the Facility Lease pursuant to a default by the Department thereunder.

(d) In addition to any default resulting from breach by the Participating County of any term or covenant of this Facility Sublease, if (1) the Participating County's interest in this Facility Sublease or any part thereof be assigned, sublet or transferred without the prior written consent to the Department and the Board, either voluntarily or by operation of law, or (2) the Participating County or any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Participating County asks or seeks or prays to be adjudicated as bankrupt, or is to be discharged from any or all of the Participating County's debts or obligations, or offers to the Participating County's creditors to effect a composition or extension of time to pay the Participating County's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Participating County's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Participating County, or if a receiver of the business or of the property or assets of the Participating County shall be appointed by any court, except a receiver appointed at the insistence or request of the Department or the Board, or if the Participating County shall make a general or any assignment for the benefit of the Participating County's creditors, or (3) the Participating County shall abandon the Facility, then the Participating County shall be deemed to be in default hereunder.

(e) The Department shall in no event be in default in the performance of any of its obligations hereunder unless and until the Department shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice by the Participating County to the Department that the Department has failed to perform any such obligation.

(f) The Participating County hereby waives any and all claims for damages caused or which may be caused by the Department in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the Department, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Department or its agents.

Each and all of the remedies given to the Department hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Department to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Department of the Facility. If any statute or rule of law validly shall limit the remedies given to the Department hereunder, the Department nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Department shall prevail in any action brought to enforce any of the terms and provisions of this Facility Sublease, the Participating County agrees to pay reasonable attorney's fees incurred by the Department in attempting to enforce any of the remedies available to the

Department hereunder; whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

SECTION 11. Additions, Betterments, Extensions or Improvements; Prohibition Against Encumbrance.

(a) Subject to the limitations set forth in this Section 11, at its sole cost and expense, the Participating County shall have the right during the term of this Facility Sublease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures or signs are necessary or beneficial for the use of the Facility by the Participating County; provided, however, that any such changes to the Facility shall be made in a manner that does not result in an abatement of the rental hereunder or the rental due from the Department under the Facility Lease.

(b) If any proposed additions, betterments, extensions or improvements of the Facility require approval by the BSCC, the Participating County shall, concurrently with the request for such approval(s), request the approval of the Department and the Board to such additions, betterments, extensions or improvements. The Participating County acknowledges the commencement of such additions, betterments, extensions or improvements shall be subject to receipt by the Participating County of the Board's approval thereto. In the event the Participating County shall at any time during the term of this Facility Sublease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or materials to be supplied in or upon the Facility, the Participating County shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Participating County in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Department's or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Department's or the Board's interest therein, the Participating County shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Participating County desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Participating County shall forthwith pay or cause to be paid and discharged such judgment. In accordance with Section 20, the Participating County agrees to and shall, to the maximum extent permitted by law, defend, indemnify and hold the Department, the Board, the State Treasurer and their officers, directors, agents, employees, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Department's or the Board's interest therein.

(c) The Participating County agrees it will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility or the Easement Property except Permitted Encumbrances (defined below). The Participating County further agrees that with respect to the Permitted Encumbrances listed in Exhibit B hereto, it will (i) not amend or modify such agreements without the prior written consent of the Board, (ii) require any extension of or amendment to such agreements to include language satisfactory to the Board which expressly

subordinates and makes such agreements subject to the terms of the Indenture, the Site Lease, the Facility Lease and this Facility Sublease, and (iii) require any extension of or amendment to such agreements to provide that such agreements will be terminated at the direction of the Board within fifty (50) days notice.

The term “Permitted Encumbrances” means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent; (2) the Ground Lease, the Site Lease and the Facility Lease, as they may be amended from time to time; (3) easements (including the Easement Agreement), rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the date of issuance of the Bonds; (4) the agreements relating to the Facility listed in Exhibit B hereto; (5) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of issuance of the Bonds and to which the Board consents in writing; and (6) this Facility Sublease and any sublease, assignment or use agreement approved by the Board in accordance with Section 8 hereof.

(d) The Department hereby covenants and agrees that, except as set forth in Sections 8 and 10, neither this Facility Sublease nor any interest of either party in this Facility Sublease shall be sold, mortgaged, pledged, assigned, or transferred by voluntary act or by operation of law or otherwise.

(e) The Participating County shall not in any manner impair, impede, or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 12. Continuing Disclosure. The Participating County hereby covenants and agrees that it will fully cooperate with the Department, the Board and the State Treasurer so that they can comply with and carry out all of the provisions of the Continuing Disclosure Agreement and will provide all information reasonably requested by the Department, the Board or the State Treasurer regarding the Facility, in connection with continuing disclosure obligations. The Participating County further covenants to provide notice to the Department, the Board and the State Treasurer within five Business Days of the occurrence of any event which causes any portion of the Facility not to be available for beneficial use or occupancy by the Participating County.

SECTION 13. Status of Private Activity Use of the Facility. The Participating County hereby covenants and agrees to provide information to the Department and the Board by January 31 of each year regarding the private activity use, if any, of the Facility. Any such private use must be consistent with the Participating County’s covenants pursuant to Section 14 hereof. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds and acknowledged to by the Participating County in its certificate attached to the Tax Certificate.

SECTION 14. Tax Covenants.

(a) The Participating County covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended; and any applicable regulations promulgated from time to time thereunder. The Participating County further covenants that it will not take any action or fail to take

any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) The Participating County covenants that it will not use or permit more than 10% of (i) the proceeds of the Bonds or the Project to be used in the aggregate for any activities that constitute a “Private Use” (as such term is defined in paragraph (d) below). The Participating County covenants that it will not cause more than 10% of the principal of or interest on the Bonds under the terms thereof or any underlying arrangement, to be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or which will be derived from payments in respect of property used for a Private Use.

(c) The Participating County covenants that it shall not take or permit to be taken any action or actions which would cause more than 5% of the proceeds of the Bonds or the Project to be used for a Private Use that is unrelated or disproportionate to the governmental use of the proceeds of the Bonds (an “Unrelated or Disproportionate Use”) or to cause more than 5% of the principal of or interest on the Bonds to be directly or indirectly secured by any interest in property used or to be used for a Private Use that is an Unrelated or Disproportionate Use or in payments in respect of property used or to be used for a Private Use that is an Unrelated or Disproportionate Use.

(d) The term “Private Use” means any activity that constitutes a trade or business that is carried on by persons or entities other than a “governmental person,” which is defined within Treasury Regulation Section 1.141-1(b) as a state or local governmental unit or any instrumentality thereof. A “governmental person” does not include the United States or any agency or instrumentality thereof. The leasing of property financed or refinanced with proceeds of the Bonds or the use by or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public shall constitute a Private Use. Private Use may also result from certain management and service contracts as described in paragraph (e) below.

(e) The Participating County will not enter into any arrangement with any person or entity other than a state or local governmental unit which provides for such person to manage, operate, or provide services with respect to the Facility (or any portion thereof) (a “Service Contract”), unless the guidelines set forth in Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 (the “Guidelines”), are satisfied and the Board, in its discretion, consents to such Service Contract.

(f) The Participating County covenants to maintain records relating to the Project as required by Sections 7.1 and 7.2 of the Project Agreement and such other records as are required to be maintained by it in accordance with the Tax Certificate.

SECTION 15. No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Sublease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Sublease as well as another estate or interest in the Facility.

SECTION 16. Waste. The Participating County shall not commit, suffer, or permit any waste or nuisance on or within the Facility or any acts to be done thereon in violation of any laws or ordinances.

SECTION 17. Amendments. This Facility Sublease may not be amended, changed, modified or altered without the prior written consent of the parties hereto and the Board.

SECTION 18. Waiver. Any waiver granted by the Department of any breach by the Participating County of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof. The Department shall not grant any such waiver without the prior written consent of the Board.

SECTION 19. Non-Liability of the Department and other State Entities. Any obligation of the Department created by or arising out of this Facility Sublease shall not impose a debt or pecuniary liability upon the Department, the Board or the State of California, or a charge upon the general credit or taxing powers thereof, but shall be payable solely out of funds duly authorized and appropriated by the State.

The delivery of this Facility Sublease shall not, directly or indirectly or contingently, obligate the Board, the Department, the State Treasurer or the State of California to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the Participating County, the Board or the Department shall be construed to authorize the creation of a debt of the Board, the Department, the State Treasurer or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the Board, the Department or the State of California.

SECTION 20. Indemnification. As required by California [ENTER CODE AND SECTION OR SECTIONS] the Participating County agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all claims and losses accruing and resulting from or arising out of the Participating County's use and occupancy of the Facility, including the use and occupancy of the Facility by any sublessee or invitee of the Participating County. The Participating County's obligation to indemnify, defend and hold harmless under this Section shall extend to all such claims and losses arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this Facility Sublease is in full force and effect. Notwithstanding the preceding sentence, the Participating County will not be required to indemnify, defend or hold harmless an Indemnified Party from any claim which arises, in whole or in part, from the gross negligence or willful misconduct or omission of such Indemnified Party. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease.

SECTION 21. Law Governing. This Facility Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this Facility Sublease shall, to the extent permitted by law, be brought, commenced or prosecuted in the courts of the State located in the County of Sacramento, California.

SECTION 22. Headings. All section headings contained in this Facility Sublease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Facility Sublease.

SECTION 23. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered

personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Department: [Department of Corrections and Rehabilitation
of the State of California
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Director

OR

Board of State and Community Corrections
2590 Venture Oaks Way
Sacramento, CA 95833
Attention: Executive Director
Facsimile: 916-327-3317]

To the Board: State Public Works Board
915 "L" Street, 9th Floor
Sacramento, CA 95814
Attention: Executive Director

To the State Treasurer: Treasurer of the State of California
Public Finance Division
915 Capitol Mall, Room 261
Sacramento, CA 95814
Attention: Public Finance Division

To the Participating County: County of _____

Attention: _____

The address to which notices shall be mailed as aforesaid to any party may be changed by written notice given by such party to the others as hereinabove provided.

SECTION 24. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 25. Validity and Severability. If for any reason this Facility Sublease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Department or by the Participating County, all of the remaining terms of this Facility Sublease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the Participating County hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Facility Sublease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the Participating County annually in consideration of the right of the Participating County to

possess, occupy and use the Facility, and all the other terms, provisions and conditions of this Facility Sublease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect, to the extent permitted by law.

SECTION 26. Execution. This Facility Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Facility Sublease. It is also agreed that separate counterparts of this Facility Sublease may separately be executed by the Department, the Participating County and any other signatory hereto, all with the same force and effect as though the same counterpart had been executed by the Department, the Participating County and such other signatory.

SECTION 27. Multiple Originals. This Facility Sublease may be executed in any number of originals, each of which shall be deemed to be an original.

SECTION 28. Net Lease. This Facility Sublease shall be deemed and construed to be a “net lease” and the Participating County hereby agrees that the rentals provided for herein shall be an absolute net return to the Department, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 29. Board as Third Party Beneficiary. The Board is a third party beneficiary of this Facility Sublease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Department and the Participating County have caused this Facility Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

["DEPARTMENT OF CORRECTIONS AND REHABILITATION" OR "BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA

By: _____
[NAME]
[TITLE]

APPROVED (Pursuant to Government Code section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA

By: _____
[NAME]
Chief, Real Property Services Section

CONSENT AND ACKNOWLEDGEMENT OF THE BOARD:

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By: _____
[NAME]
Executive Director

COUNTY OF _____

By: _____
[NAME]
Chairman of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

[NAME]
County Counsel

By: _____
[NAME]
[“County Counsel” or “Deputy County Counsel”]

FORM OF DOCUMENT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Facility conveyed under the foregoing to the County of _____, a political subdivision duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of _____, pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

COUNTY OF _____

By: _____

[NAME]

Chairman of the Board of Supervisors

FORM OF DOCUMENT

EXHIBIT A

(LEGAL DESCRIPTION OF SITE)

FORM OF DOCUMENT

EXHIBIT B

LIST OF AGREEMENTS

The following agreements are subject to the provisions of Section 11(c) of the Facility Sublease and shall be extended or amended only in accordance with the provisions set forth therein:

FORM OF DOCUMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

FORM OF DOCUMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

FORM OF DOCUMENT



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 16, 2019

SUBMITTED BY: Health Department – Edward Hill/Scott Waite
SUBJECT: FIRST 5 CHILDREN & FAMILIES COMMISSION REPORT FOR APRIL 2019
SUMMARY:

Overview:

This report is to inform the Board of Supervisors regarding actions taken by the First 5 Kings County Children and Families Commission, at its April 2, 2019 meeting. These decisions affect the First 5 Kings County Program supervised by the Kings County Department of Public Health.

Recommendation:

Receive the report on actions taken by the First 5 Kings County Children and Families Commission at its April 2, 2019 meeting.

Fiscal Impact:

None.

BACKGROUND:

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

First 5 California, established through a voter approved initiative in 1998, was created to oversee the expenditure of tobacco tax revenues to support, promote, and optimize early childhood development through coordinated programs that emphasize child health, parent education, child care, and other services and programs for children prenatal through age five.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FIRST 5 CHILDREN & FAMILIES COMMISSION REPORT FOR APRIL 2019

April 16, 2019

Page 2 of 2

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

It is appropriate for the Board of Supervisors to receive reports on the Commission's actions, which is referenced in Section 130140, subdivision a(1)(B). This law establishes that the county ordinance contain a provision regarding "any other matter that the board of supervisors deems necessary or convenient for the conduct of the county commission's activities." As a result, First 5 Kings County has prepared a report for the Board's review, and is attached for reference.



First 5 Kings County Children and Families Commission held its meeting on April 2, 2019. At this meeting the following actions took place and reports were made.

- (1) The Commission elected Dr. Milton Teske from the Kings County Department of Public Health to serve as the Vice-Chair during FY 19/20 and then as chair during FY 20/21.
- (2) The Commission reviewed and approved the draft budget for FY 2019-2020. The information will be included as a component of the Health Department Budget that will be presented to the Kings County Board of Supervisors later this year. The draft budget was established based upon the First 5 Kings County 2015 to 2020 Strategic and Fiscal Plan.
- (3) The Commission reviewed and approved an Administrative Cost Limit of 10% for Proposition 10 funds. Proposition 10 requires, “that an upper limit be established as stated as a maximum annual administrative cost expenditure as a percent of the total operating budget. This will be established at a public meeting, following a public hearing, of the Commission.” Following is a breakdown of similar sized counties and their administrative cost limits:

County	14/15 Revenue	14/15 Admin Rate	Admin Cost Limit
Imperial	\$2,066,060	10%	15%
San Luis Obispo	\$1,752,856	11%	15%
Kings	\$1,601,349	6%	10%
Madera	\$1,534,088	15%	15%
Butte	\$1,628,525	12%	12%

- (4) A public hearing regarding the First 5 California Annual Report for FY 17/18 was held as a component of the meeting. California Proposition 10 Children and Families First Initiative requires under section 130140 sub-section (H), “The requirement that the county commission conduct at least one public hearing on each annual report by the state commission prepared pursuant to subdivision (b) of Section 130150.” This requirement was met by imbedding the public hearing into the regularly scheduled commission meeting.
- (5) The Commission reviewed and approved the following contracts consistent with the 2015 to 2020 Strategic and Fiscal Plan adopted by the Commission on December 2017.
 - Avenal Family Connection
 - Corcoran Family Resource Center
 - Kettleman City Family Resource Center
 - Hanford & Lemoore Family Connections

- Kings County CARES About Quality
- United Cerebral Palsy - Parent & Me
- United Cerebral Palsy – Special Needs Project

- (6) The Commission discussed the make-up of the commission to determine if the structure meets the needs and intent of the Proposition 10 legislation. The commission requested staff and council edit the ordinance to remove the two at-large positions and identify the best fit to represent the education field to reduce the conflict of interest on the Commission.
- (7) Staff from the Kings County Officer of Education made a presentation on the Early Childhood Division. This includes the Hanford Family Connection, Lemoore Family Connection, and Kings County CARES About Quality (KCCAQ) project funded under the 2015-2020 Strategic Plan.
- (8) February 2019 Fiscal Report – currently the First 5 Kings County Children and Families Commission has expended 67% of the total budget and 3.39% of total expenditures have been for administration of funds well below the 10% limit adopted by the Commission.
- (9) The next meeting will be held June 4, 2019 at 3:00 PM in the Kings County Board of Supervisors Chambers located at once 1400 W. Lacey Blvd. Hanford, CA 93230.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 16, 2019

SUBMITTED BY: Child Support Services – Barbi Brokhoff

SUBJECT: PLAN OF COOPERATION WITH ADVENTIST MEDICAL CENTER HANFORD

SUMMARY:

Overview:

The Kings County Department of Child Support Services has a biennial Plan of Cooperation (POC) with Hanford Community Hospital Adventist Health Hanford (AHH). This plan outlines the responsibilities of both parties for securing financial support for minor children, primarily in the determination of establishing paternity of children born to unmarried parents.

Recommendation:

Authorize the Chairman to sign the Plan of Cooperation with Hanford Community Hospital Adventist Health Hanford for securing financial support for minor children.

Fiscal Impact:

The Department of Child Support Services is 100% funded by State (34%) and Federal (66%) governments. As a result, there will be no impact to the General fund with this action. The cost for this service was submitted in the proposed Fiscal Year 2019-2020 budget, Budget Unit 326000 in the amount of \$11,000.

BACKGROUND:

The California Paternity Opportunity Program (POP) was established in 1995 to comply with federal mandate that requires the program to operate a single system to establish paternity, or a legal determination of fatherhood for unmarried biological parents. Establishment of paternity is established by either obtaining a court order or by completing a declaration of paternity. The declaration of paternity holds the same legal weight as a court order and is offered free of charge by authorized agencies such as AHH.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PLAN OF COOPERATION WITH ADVENTIST MEDICAL CENTER HANFORD

April 16, 2019

Page 2 of 2

Assembly Bill (AB) 2684, effective January 1, 2020, revised the procedures for establishing and challenging parentage, ensuring that parents and children are treated the same, whether the children are born to same-sex or opposite sex couples. The statute requires the department to expand POP to include voluntary declaration of parentage procedures to unmarried couples, including unmarried same-sex couples.

The POC with AHH was established to outline the responsibilities and guidelines for securing child support for minor children born to unmarried parents. The hospital's responsibility is to provide to the unmarried parents a declaration of paternity and information materials about the voluntary paternity process.

The POC between AHH and Kings County Department of Child Support Services will be effective for a two year period beginning July 1, 2019 and will end on June 30, 2021.

Staff respectively requests that your Board approve the POC, and authorize the plan to be signed by the Chairman.

This POC has been reviewed and approved by County Counsel as to form.

**KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
PLAN OF COOPERATION**

I. PURPOSE

The following Plan of Cooperation is entered into between the County of Kings on behalf of the Department of Child Support Services and Hanford Community Hospital a California nonprofit religious corporation dba Adventist Health Hanford, (hereinafter called AHH) for the coordination of their respective efforts and delineation of responsibilities relating to the Title IV-D Program. For the purpose of clarity, the Kings County Department of Child Support Services will be referred to as Local Child Support Agency (hereinafter called LCSA) throughout this Plan of Cooperation. The purpose of this Plan is to establish responsibilities and guidelines for an effective program for the securing of financial support for minor children, including, but not limited to, identification and location of absent parents, determination of paternity of children born out of wedlock, determination of the absent parent's ability to support their minor children, establishment of support obligations and enforcement of support obligations.

II. CONFIDENTIALITY

The use or disclosure of information concerning applicants and recipients will be limited to purposes directly connected with the administration of the State Plan for establishing paternity and establishing, enforcing, and modifying child support obligations pursuant to Federal and State laws and regulations. This includes, but is not necessarily limited to, the release of information obtained in connection with establishing eligibility; determining amounts of assistance; identifying and locating putative or deserting parents; establishing paternity; enforcing support obligations; investigating welfare fraud; and any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of the State Plan. No information which identifies any applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body. The contracting party is responsible for safeguarding all information in accordance with 45 CFR section 303.21, 45 CFR section 303.70, and 26 U.S.C. section 6103 (p) (4).

III. STANDARDS

The parties to this agreement shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible under the State Plan or this Plan of Cooperation. In addition, the parties must meet the standards for program operations in accordance with 45 CFR sections 302 through 303.109 inclusive.

IV. RESPONSIBILITIES

The LCSA may enter into cooperative arrangements with outside agencies as necessary to carry out the responsibilities imposed by the State Plan. When such a delegation of duties is made, the LCSA shall be responsible and accountable for the execution of such duties within the county and shall ensure that all such functions are being carried out properly, efficiently, and effectively.

Both parties to this Plan agree to comply with Title IV-D of the Social Security Act, implementing regulations and all Federal and State regulations and requirements promulgated thereunder.

The LCSA shall have the following responsibilities:

1. To provide information, training and any necessary consultation with the AHH staff regarding the paternity determination process;
2. To participate in public awareness activities that may include, but not limited to, making presentations to any selected target group and/or community groups to ensure the project is publicized within the County; and
3. To provide a financial payment on a monthly or quarterly basis of ten dollars (\$10.00) for every declaration (paternity acknowledgment) properly completed and signed, after receiving an approved invoice that provides itemization of the voluntary acknowledgment of paternity services.

Adventist Health Hanford shall have the following responsibilities:

1. To provide to the unmarried natural mother and father a declaration (paternity acknowledgment) and information materials about the voluntary paternity process;
2. To assist the parents in completing the forms, as necessary;
3. To provide copies of the completed declarations of paternity to the parents and forward the completed declarations pursuant to the distribution instructions which are as follows: Original to local Registrar of Vital Statistics; copy 1 and 2 to the parents; and copy 4 to the LCSA, when requested and
4. To provide proper invoices of the services provided by itemizing the name of the father and date of obtaining the signature and forwarding on a regular basis to the LCSA.

V. FINANCIAL PROVISIONS

The LCSA shall maintain an accounting system and supporting fiscal records adequate to ensure that claims for Federal funds are in accordance with applicable Federal and State requirements. All expenditures, to be eligible for Federal Financial Participation, must be claimed as outlined in 45 CFR section 74, 45 CFR sections 304.1 through 304.95 inclusive, and Manual of Policies and Procedures Division 25.

AHH shall submit to the LCSA a claim for all reimbursable costs associated with the Child Support Program pursuant to this Plan on or before ten (10) working days from the last day of the calendar quarter. All claims must be supported with fiscal records adequate to insure that claims for reimbursement are according to Federal and State requirements and shall retain such records as required by Federal and State regulations.

VI. TERM

This Plan shall begin effective July 1, 2019, and end effective June 30, 2021. It shall be renewed for additional periods of two years contingent upon written agreement of both parties. Amendments, as evidenced by a writing signed by both parties, may be made at any time including during renewal negotiations.

Should AHH be found deficient in any aspects of performance under this Plan or fail to perform under the agreed standards, AHH will have the responsibility of submitting a proposed corrective action plan to LCSA. The corrective action plan shall identify specific action to be taken to correct the deficient performance areas and be submitted within 45 days after notification of the deficiencies. Should the deficient party fail to present a corrective action plan as required or fail to take appropriate corrective action, this Plan will automatically terminate.

VII. GENERAL PROVISIONS

All records and documentation shall be maintained in accordance with Federal and State requirements and shall be made available to State and Federal personnel for the purpose of conducting audits of the program.

Date: _____

Date: 3/20/19

Signed: _____

Joe Neves
Chairman
Board of Supervisors
Kings County

Signed: _____

Timothy Haydock
Chief Financial Officer
Adventist Health Hanford

Date: 3/21/19

Signed: Barbi Brokhoff

Barbi Brokhoff
Director
Child Support Services
Kings County



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

April 16, 2019

SUBMITTED BY: Department of Finance – James Erb/Tammy Phelps

SUBJECT: AGREEMENTS TO PURCHASE TAX-DEFAULTED PROPERTIES UNDER
CHAPTER 8 SALE (SELF HELP)

SUMMARY:

Overview:

Self Help Enterprises is requesting to purchase from the County of Kings, tax defaulted properties identified as APN's 011-100-052-000, 021-430-064-000, and 040-253-008-000 through a Chapter 8 agreement sale. Self Help Enterprises would like to purchase the parcels for the purpose of either rehabilitating and selling, or constructing and selling the residential dwellings to low income households in Kings County. On behalf of the County of Kings, Self Help Enterprises has presented an Agreement to Purchase for each of the said properties pursuant to Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code.

Recommendation:

Authorize the Chairman to sign the Agreements and related documents to purchase certain real properties identified as APN's 011-100-052-000, 021-430-064-000, and 040-253-008-000 as requested from Self Help Enterprises.

Fiscal Impact:

The offered purchase prices are based on the minimum bids approved by your Board in December 2018 as follows:

- APN 011-100-052-000 - \$10,600, plus penalties, fees, interest and the cost of the sale
- APN 021-430-064-000 - \$7,550, plus penalties, fees, interest and the cost of the sale
- APN 040-253-008-000 - \$3,000, plus penalties, fees, interest and the cost of the sale

Sale proceeds will pay the back taxes and fees on these properties.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENTS TO PURCHASE TAX-DEFAULTED PROPERTIES UNDER CHAPTER 8 SALE (SELF HELP)

April 16, 2019

Page 2 of 2

BACKGROUND:

The Tax Collector has the authority to sell at public auction properties that have been declared tax defaulted for five years or longer. The Tax Collector recorded the power to sell for tax defaulted properties identified as APN's 011-100-052-000, 021-430-064-000, and 040-253-008-000 on July 2, 2018. At any time after the tax collector records a notice of power to sell for a tax-defaulted property, any eligible taxing agency, revenue district, city, special district, or nonprofit organization may submit a proposal to purchase the property. At this point the property is pulled from the Chapter 7 public auction and identified as a Chapter 8 tax sale.

Self Help Enterprises has complied with the purchase procedures pursuant to Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code. Your Board's authorization is required to move the approval process along to the State. The State must then approve the sale, the property owners will be notified, and the sale will be published before the sale can be completed. Staff requests that your Board consider approving the sales of the above referenced properties and authorize the Chairperson to sign the applicable Agreements.



A Nonprofit Housing and Community Development Organization

January 30, 2019

Kings County Board of Supervisors
c/o Kings County Tax Collector
Government Center-Bldg. 7
1400 W. Lacey Blvd.
Hanford, CA 93230

RE: Objection to Sale of Property due to Default Property Taxes
Property: APN 040-253-008-000, S 1/2 OF LOT 113 AVENAL HEIGHTS ADDN, Avenal

As a nonprofit agency in the business of providing decent safe and affordable housing to low-income people, Self-Help Enterprises (SHE) objects to the auction sale for default taxes of the property identified above. Should the current property owner not redeem the property prior to March 7, 2019 SHE requests to purchase the property directly from the County for back taxes plus all costs and expenses of sale proceedings and title transfer.

The purpose of the purchase will be to fulfill our mission of providing decent, safe and affordable housing to low-income people seeking homeownership in the County of Tulare, while also preserving neighborhoods. Upon purchase of the unit, a full inspection will be conducted to identify any health, safety or code violations, as well as to insure that all major systems are operating properly. All deficiencies will be corrected, repaired or replaced. Upon issuance of a certificate of occupancy by the local building department, the unit will be placed on the market for purchase by people with a total household income not exceeding 80% of the County area median income.

We look forward to providing additional opportunities for our low-income families to obtain decent, affordable housing while improving neighborhoods within Kings County.

Sincerely,

Susan Long
Program Director/Asst. Secretary

APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by Agreement Sale from the County of Kings under applicable provision of California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

For County use only:
Date application received: 2/22/2019 2. If applicable, date written objection to Chapter 7 tax sale was received: 1/30/2019

Applicant must complete Sections A through D.

A. Purchaser Information

1. Name of Organization: Self-Help Enterprises

2. Corporate Structure – check the appropriate box below and provide corresponding information:
 Nonprofit – provide Articles of Incorporation Public Agency (**please select type of agency**)
 A taxing agency, revenue district, or special district
 The State or County

B. Property Status and use Information

1. Is the parcel currently approved for a Chapter 7 tax sale as of the date of this application?
 Yes No
If yes, a written objection must be included with the application. If a written objection was submitted to the county prior to application, what was the date of the objection? (1/30/2019)


2. The purpose of the purchase: (check one box only).
 For low-income housing To otherwise serve low income persons
 To preserve open space To preserve a lien
 For public purpose: (describe public purpose)

C. Property Information
Provide the following information. If more space is needed exhibits may be attached)

1. County where the parcel(s) is located: Kings County, State of California

2. Assessor's Parcel Number (APN): 040-253-008-000

D. Acknowledgement
Identification and signature of the purchasing entity's authorized officer:

Susan Long Print Name	Assistant Secretary Print Title
 Authorized Signature	<u>1/30/19</u> Date

AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY: EXHIBIT A

APN:	FIRST YEAR DEFAULTED	DEFAULT NUMBER	PURCHASE PRICE
040-253-008-000	2012	669	\$3,000*

DESCRIPTION

South ½ of lot 113 of Avenal Heights Addition according to the map thereof recorded in the Book 3 at page 39 of Licensed Surveyor's plats in the office of County Recorder of Kings County, State of California.

**plus all costs and expenses of sale proceedings and title transfer*

INTENDED USE
Low-Income Housing

NOTE: TO BE MADE PART OF EACH CHAPTER 8 AGREEMENT



**RESOLUTION 2019 - 13
SIGNATURE AUTHORITY FOR
REAL ESTATE TRANSACTION**

WHEREAS Self-Help Enterprises, hereinafter referred to as "SHE," is a nonprofit corporate entity established under the laws of California as a 501(c)3 and empowered to own property, borrow money, and give security for loans; and

WHEREAS SHE wishes to purchase from County of Kings tax default properties for the purpose of providing decent, safe and affordable housing opportunities for low-income household within Kings County.

NOW, THEREFORE BE IT RESOLVED THAT SHE is hereby authorized to purchase the following property for the purposes of either rehabilitating and selling or constructing and selling residential dwellings to low-income persons.

APN: 040-253-008-000 – South ½ of lot 113 of Avenal Heights Addition according to the map thereof recorded in the Book 3 at page 39 of Licensed Surveyor's plats in the office of County Recorder of Kings County, State of California.

APN: 040-253-008-000 Commonly known as S 1/2 of Lot 113 Avenal Heights Addn., Avenal, CA

FURTHER RESOLVED that the President, Secretary and Assistant Secretaries are hereby authorized to execute notes, deeds of trust, deeds, and any other documents or instruments required to buy and sell land and other real property in accordance with the purposes of the Corporation as stated in the Articles of Incorporation and By-Laws. Any one person in Category B must sign with any one person in Category A.

Category A

Elizabeth McGovern Garcia, Asst. Secretary
(AKA: Betsy McGovern-Garcia)
Susan Long, Asst. Secretary
Paul Boyer, Asst. Secretary
Ricky J. Gonzalez, Asst. Secretary

Category B

Thomas J. Collishaw, President
Kathryn Long-Pence, Secretary
Ethan Dutton, Asst. Secretary

The above resolution was adopted at a regular meeting of the Board of Directors on February 26, 2019,

BY THE FOLLOWING VOTE:

AYES 11 NAYS 0 ABSENT: 2 ABSTAIN 0

The undersigned does hereby attest and certify that the foregoing is a true and full copy of a resolution which has not been altered, amended or repealed.

2/27/19
Date

Kathryn L. Long-Pence
Kathryn L. Long-Pence, Secretary

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement by and between the KINGS COUNTY BOARD OF SUPERVISORS, (Seller) and Self-Help Enterprises, (Buyer), a Nonprofit Corporation organized in accordance with provisions of California law, as identified in Exhibit "A" of this Agreement, for the purpose of either rehabilitating and selling or constructing and selling residential dwellings to low-income persons, is made this _____ day of _____, _____.

Kings County (seller), subject to the approval of the California State Controller, does hereby agree to sell to Self-Help Enterprises (nonprofit corporation Buyer) that real property described in Exhibit "A" of this Agreement, which was tax-defaulted for nonpayment of taxes and is now subject to the Tax Collector's Power of Sale.

Self-Help Enterprises (Buyer) agrees to pay the sum of \$ 3,000 for the real property described in Exhibit "A", plus all costs and expenses of sale proceedings and title transfer, within fourteen (14) days after the date this Agreement becomes effective. Upon payment of said sum to the Tax Collector, the Tax Collector shall execute and deliver a deed conveying title to said property to Self-Help Enterprises (Purchaser)

Terms and Conditions of Sale:

- ___ (1) Buyer will provide a Certified Document proving the intended use for each parcel is consistent with the local community development plan.
- ___ (2) Buyer will complete all repairs, construction and other development necessary to rehabilitate or complete the residence(s) and will sell the property to low-income persons, as such persons are defined in Section 50093 of the California Health and Safety Code.
- ___ (3) Buyer will obtain, from the appropriate building or housing agencies, a certificate that the residence is suitable for human habitation and is not a substandard building as defined in Section 17920.3 of the California Health and Safety Code.
- ___ (4) Buyer will promptly provide proof of progress toward compliance in accordance with the terms established by Kings County Board of Supervisors.
- ___ (5) Buyer agrees that the deed to be issued by the Tax Collector to the Buyer may contain certain conditions deemed necessary to effect compliance with this Agreement, including a condition that the real property be used for the public use specified in the Agreement.
- ___ (6) Buyer will provide to the Seller, Certified Copies of the Articles of Incorporation and the by-laws of the non-profit organization, plus the original executed Resolution authorizing the purchase of the property along with the original executed Purchase Agreement. Five full sets must be supplied.

In witness to this Agreement, the Buyer and the Seller have subscribed the signature of their officers who are duly authorized to complete such document.

ATTEST:

BOARD OF SUPERVISORS:

By _____

Chair

Self-Help Enterprises
A California Corporation

Self-Help Enterprises
A California Corporation

By  _____
Secretary

By  _____
President/CEO

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code, the Controller agrees to the selling price therein before set forth and pursuant to the provisions of Section 3795 approves the foregoing Agreement this _____ day of _____, _____.

BETTY T YEE, CALIFORNIA STATE CONTROLLER

By: _____

AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY: EXHIBIT A

APN:	FIRST YEAR DEFAULTED	DEFAULT NUMBER	PURCHASE PRICE
040-253-008-000	2012	669	\$3,000*

DESCRIPTION

South ½ of lot 113 of Avenal Heights Addition according to the map thereof recorded in the Book 3 at page 39 of Licensed Surveyor's plats in the office of County Recorder of Kings County, State of California.

**plus all costs and expenses of sale proceedings and title transfer*

INTENDED USE
Low-Income Housing

NOTE: TO BE MADE PART OF EACH CHAPTER 8 AGREEMENT



A Nonprofit Housing and Community Development Organization

January 30, 2019

Kings County Board of Supervisors
c/o Kings County Tax Collector
Government Center-Bldg. 7
1400 W. Lacey Blvd.
Hanford, CA 93230

RE: Objection to Sale of Property due to Default Property Taxes
Property: APN 021-430-064-000, 366 W. Deodar Lane, Lemoore

As a nonprofit agency in the business of providing decent safe and affordable housing to low-income people, Self-Help Enterprises (SHE) objects to the auction sale for default taxes of the property identified above. Should the current property owner not redeem the property prior to March 7, 2019 SHE requests to purchase the property directly from the County for back taxes plus all costs and expenses of sale proceedings and title transfer.

The purpose of the purchase will be to fulfill our mission of providing decent, safe and affordable housing to low-income people seeking homeownership in the County of Tulare, while also preserving neighborhoods. Upon purchase of the unit, a full inspection will be conducted to identify any health, safety or code violations, as well as to insure that all major systems are operating properly. All deficiencies will be corrected, repaired or replaced. Upon issuance of a certificate of occupancy by the local building department, the unit will be placed on the market for purchase by people with a total household income not exceeding 80% of the County area median income.

We look forward to providing additional opportunities for our low-income families to obtain decent, affordable housing while improving neighborhoods within Kings County.

Sincerely,

A handwritten signature in blue ink that reads "Susan Long".

Susan Long
Program Director/Asst. Secretary

APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by Agreement Sale from the County of Kings under applicable provision of California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

For County use only:

Date application received: 2/22/2019 2. If applicable, date written objection to Chapter 7 tax sale was received: 1/30/2019

Applicant must complete Sections A through D.

A. Purchaser Information

1. Name of Organization: Self-Help Enterprises
2. Corporate Structure – check the appropriate box below and provide corresponding information:
 - Nonprofit – provide Articles of Incorporation
 - Public Agency (**please select type of agency**)
 - A taxing agency, revenue district, or special district
 - The State or County

B. Property Status and use Information

1. Is the parcel currently approved for a Chapter 7 tax sale as of the date of this application?
 - Yes NoIf yes, a written objection must be included with the application. If a written objection was submitted to the county prior to application, what was the date of the objection? (1/30/2019)
2. The purpose of the purchase: (check one box only).
 - For low-income housing
 - To preserve open space
 - For public purpose: (describe public purpose)
 - To otherwise serve low income persons
 - To preserve a lien

C. Property Information

Provide the following information. If more space is needed exhibits may be attached)

1. County where the parcel(s) is located: Kings County, State of California
2. Assessor's Parcel Number (APN): 021-430-064-000

D. Acknowledgement

Identification and signature of the purchasing entity's authorized officer:

Susan Long
Print Name

Authorized Signature

Assistant Secretary
Print Title

1/30/19
Date

AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY: EXHIBIT A

APN:	FIRST YEAR DEFAULTED	DEFAULT NUMBER	PURCHASE PRICE
021-430-064-000	2012	415	\$7,550*

DESCRIPTION

Lot 311 of ELK MEADOWS UNIT NO. 3, according to Map thereof recorded in Book 6 at page 36 of Licensed Surveyor Plats.

**plus all costs and expenses of sale proceedings and title transfer*

INTENDED USE
Low-Income Housing

NOTE: TO BE MADE PART OF EACH CHAPTER 8 AGREEMENT



**RESOLUTION 2019 - 11
SIGNATURE AUTHORITY FOR
REAL ESTATE TRANSACTION**

WHEREAS Self-Help Enterprises, hereinafter referred to as "SHE," is a nonprofit corporate entity established under the laws of California as a 501(c)3 and empowered to own property, borrow money, and give security for loans; and

WHEREAS SHE wishes to purchase from County of Kings tax default properties for the purpose of providing decent, safe and affordable housing opportunities for low-income household within Kings County.

NOW, THEREFORE BE IT RESOLVED THAT SHE is hereby authorized to purchase the following property for the purposes of either rehabilitating and selling or constructing and selling residential dwellings to low-income persons.

APN: 021-430-064-000 – Lot 311 of ELK MEADOWS UNIT NO. 3, according to Map thereof recorded in Book 6 at page 36 of Licensed Surveyor Plats.

APN: 021-430-064-000 Commonly known as 366 W. Deodar Lane, Lemoore, CA

FURTHER RESOLVED that the President, Secretary and Assistant Secretaries are hereby authorized to execute notes, deeds of trust, deeds, and any other documents or instruments required to buy and sell land and other real property in accordance with the purposes of the Corporation as stated in the Articles of Incorporation and By-Laws. Any one person in Category B must sign with any one person in Category A.

Category A

Elizabeth McGovern Garcia, Asst. Secretary
(AKA: Betsy McGovern-Garcia)
Susan Long, Asst. Secretary
Paul Boyer, Asst. Secretary
Ricky J. Gonzalez, Asst. Secretary

Category B

Thomas J. Collishaw, President
Kathryn Long-Pence, Secretary
Ethan Dutton, Asst. Secretary

The above resolution was adopted at a regular meeting of the Board of Directors on February 26, 2019,

BY THE FOLLOWING VOTE:

AYES 11 NAYS 0 ABSENT: 2 ABSTAIN 0

The undersigned does hereby attest and certify that the foregoing is a true and full copy of a resolution which has not been altered, amended or repealed.

2/27/19
Date

Kathryn L. Long-Pence
Kathryn L. Long-Pence, Secretary

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement by and between the KINGS COUNTY BOARD OF SUPERVISORS, (Seller) and Self-Help Enterprises, (Buyer), a Nonprofit Corporation organized in accordance with provisions of California law, as identified in Exhibit "A" of this Agreement, for the purpose of either rehabilitating and selling or constructing and selling residential dwellings to low-income persons, is made this _____ day of _____, _____.

Kings County (seller), subject to the approval of the California State Controller, does hereby agree to sell to Self-Help Enterprises (nonprofit corporation Buyer) that real property described in Exhibit "A" of this Agreement, which was tax-defaulted for nonpayment of taxes and is now subject to the Tax Collector's Power of Sale.

Self-Help Enterprises (Buyer) agrees to pay the sum of \$ 7,550 for the real property described in Exhibit "A", plus all costs and expenses of sale proceedings and title transfer, within fourteen (14) days after the date this Agreement becomes effective. Upon payment of said sum to the Tax Collector, the Tax Collector shall execute and deliver a deed conveying title to said property to Self-Help Enterprises (Purchaser)

Terms and Conditions of Sale:

- ___ (1) Buyer will provide a Certified Document proving the intended use for each parcel is consistent with the local community development plan.
- ___ (2) Buyer will complete all repairs, construction and other development necessary to rehabilitate or complete the residence(s) and will sell the property to low-income persons, as such persons are defined in Section 50093 of the California Health and Safety Code.
- ___ (3) Buyer will obtain, from the appropriate building or housing agencies, a certificate that the residence is suitable for human habitation and is not a substandard building as defined in Section 17920.3 of the California Health and Safety Code.
- ___ (4) Buyer will promptly provide proof of progress toward compliance in accordance with the terms established by Kings County Board of Supervisors.
- ___ (5) Buyer agrees that the deed to be issued by the Tax Collector to the Buyer may contain certain conditions deemed necessary to effect compliance with this Agreement, including a condition that the real property be used for the public use specified in the Agreement.
- ___ (6) Buyer will provide to the Seller, Certified Copies of the Articles of Incorporation and the by-laws of the non-profit organization, plus the original executed Resolution authorizing the purchase of the property along with the original executed Purchase Agreement. Five full sets must be supplied.

In witness to this Agreement, the Buyer and the Seller have subscribed the signature of their officers who are duly authorized to complete such document.

ATTEST:

BOARD OF SUPERVISORS:

By _____

Chair

Self-Help Enterprises
A California Corporation

Self-Help Enterprises
A California Corporation

By _____

By _____

Secretary

President/CEO

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code, the Controller agrees to the selling price therein before set forth and pursuant to the provisions of Section 3795 approves the foregoing Agreement this _____ day of _____, _____.

BETTY T YEE, CALIFORNIA STATE CONTROLLER

By: _____

AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY: EXHIBIT A

APN:	FIRST YEAR DEFAULTED	DEFAULT NUMBER	PURCHASE PRICE
021-430-064-000	2012	415	\$7,550*

DESCRIPTION

Lot 311 of ELK MEADOWS UNIT NO. 3, according to Map thereof recorded in Book 6 at page 36 of Licensed Surveyor Plats.

**plus all costs and expenses of sale proceedings and title transfer*

INTENDED USE
Low-Income Housing

NOTE: TO BE MADE PART OF EACH CHAPTER 8 AGREEMENT



A Nonprofit Housing and Community Development Organization

January 30, 2019

Kings County Board of Supervisors
c/o Kings County Tax Collector
Government Center-Bldg. 7
1400 W. Lacey Blvd.
Hanford, CA 93230

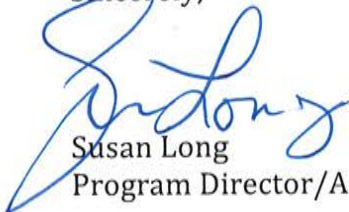
RE: Objection to Sale of Property due to Default Property Taxes
Property: APN 011-100-052-000, 1145 Parkside Drive, Hanford

As a nonprofit agency in the business of providing decent safe and affordable housing to low-income people, Self-Help Enterprises (SHE) objects to the auction sale for default taxes of the property identified above. Should the current property owner not redeem the property prior to March 7, 2019 SHE requests to purchase the property directly from the County for back taxes plus all costs and expenses of sale proceedings and title transfer.

The purpose of the purchase will be to fulfill our mission of providing decent, safe and affordable housing to low-income people seeking homeownership in the County of Tulare, while also preserving neighborhoods. Upon purchase of the unit, a full inspection will be conducted to identify any health, safety or code violations, as well as to insure that all major systems are operating properly. All deficiencies will be corrected, repaired or replaced. Upon issuance of a certificate of occupancy by the local building department, the unit will be placed on the market for purchase by people with a total household income not exceeding 80% of the County area median income.

We look forward to providing additional opportunities for our low-income families to obtain decent, affordable housing while improving neighborhoods within Kings County.

Sincerely,



Susan Long
Program Director/Asst. Secretary

APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by Agreement Sale from the County of Kings under applicable provision of California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

For County use only:

Date application received: 2/22/2019 2. If applicable, date written objection to Chapter 7 tax sale was received: 1/30/2019

Applicant must complete Sections A through D.

A. Purchaser Information

1. Name of Organization: Self-Help Enterprises
2. Corporate Structure – check the appropriate box below and provide corresponding information:
 - Nonprofit – provide Articles of Incorporation
 - Public Agency (**please select type of agency**)
 - A taxing agency, revenue district, or special district
 - The State or County

B. Property Status and use Information

1. Is the parcel currently approved for a Chapter 7 tax sale as of the date of this application?
 - Yes NoIf yes, a written objection must be included with the application. If a written objection was submitted to the county prior to application, what was the date of the objection? (1/30/2019)
2. The purpose of the purchase: (check one box only).
 - For low-income housing
 - To preserve open space
 - For public purpose: (describe public purpose)
 - To otherwise serve low income persons
 - To preserve a lien

C. Property Information

Provide the following information. If more space is needed exhibits may be attached)

1. County where the parcel(s) is located: Kings County, State of California
2. Assessor's Parcel Number (APN): 011-100-052-000

D. Acknowledgement

Identification and signature of the purchasing entity's authorized officer:

Susan Long
Print Name

Authorized Signature

Assistant Secretary
Print Title

1/30/19
Date

AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY: EXHIBIT A

APN:	FIRST YEAR DEFAULTED	DEFAULT NUMBER	PURCHASE PRICE
011-100-052-000	2012	161	\$10,600*

DESCRIPTION: Lot 68 of PARKSIDE ESTATES NO. 2, County Tract No. 185-2, in the City of Hanford, County of Kings, State of California, according to map thereof recorded in book 6 at Page 39 of Licensed Surveyor Plats.

**plus all costs and expenses of sale proceedings and title transfer*

INTENDED USE
Low-Income Housing

NOTE: TO BE MADE PART OF EACH CHAPTER 8 AGREEMENT



**RESOLUTION 2019 - 12
SIGNATURE AUTHORITY FOR
REAL ESTATE TRANSACTION**

WHEREAS Self-Help Enterprises, hereinafter referred to as "SHE," is a nonprofit corporate entity established under the laws of California as a 501(c)3 and empowered to own property, borrow money, and give security for loans; and

WHEREAS SHE wishes to purchase from County of Kings tax default properties for the purpose of providing decent, safe and affordable housing opportunities for low-income household within Kings County.

NOW, THEREFORE BE IT RESOLVED THAT SHE is hereby authorized to purchase the following property for the purposes of either rehabilitating and selling or constructing and selling residential dwellings to low-income persons.

APN: 011-100-052-000 – Lot 68 of PARKSIDE ESTATES NO. 2, County Tract No. 185-2, in the City of Hanford, County of Kings, State of California, according to map thereof recorded in book 6 at Page 39 of Licensed Surveyor Plats.

EXCEPTING THEREFROM all oil, gas, hydrocarbon substances and/or minerals therein or thereunder, provided however, that the Grantors shall have no right to use the surface and or subsurface for a depth of 500 feet below the surface thereof for exploration, development, extraction or removal of oil, gas, hydrocarbon substances and/or minerals, in, upon and under said land, without surrendering, however, and right which the Grantors may have to drill slanted wells from adjacent lands into and through the subsurface of said land below a depth of 500 feet under the surface thereof for the purpose of recovering said reserved products from said land and from other properties as excepted and reserved in the Deed from M. K. Vosburgh and Olivia Vosburgh, husband and wife, to Donald H. Jinnett, recorded December 5, 1960 in Book 770 at Page 522 of Official Records, as Document No. 13457.

APN: 011-100-052-000 Commonly known as 1145 Parkside Drive, Hanford, CA

FURTHER RESOLVED that the President, Secretary and Assistant Secretaries are hereby authorized to execute notes, deeds of trust, deeds, and any other documents or instruments required to buy and sell land and other real property in accordance with the purposes of the Corporation as stated in the Articles of Incorporation and By-Laws. Any one person in Category B must sign with any one person in Category A.

Category A

Elizabeth McGovern Garcia, Asst. Secretary
(AKA: Betsy McGovern-Garcia)
Susan Long, Asst. Secretary
Paul Boyer, Asst. Secretary
Ricky J. Gonzalez, Asst. Secretary

Category B

Thomas J. Collishaw, President
Kathryn Long-Pence, Secretary
Ethan Dutton, Asst. Secretary


The above resolution was adopted at a regular meeting of the Board of Directors on February 26, 2019,

BY THE FOLLOWING VOTE:

AYES 11 NAYS 0 ABSENT: 2 ABSTAIN 0

The undersigned does hereby attest and certify that the foregoing is a true and full copy of a resolution which has not been altered, amended or repealed.

2/27/19
Date


Kathryn L. Long-Pence, Secretary

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement by and between the KINGS COUNTY BOARD OF SUPERVISORS, (Seller) and Self-Help Enterprises, (Buyer), a Nonprofit Corporation organized in accordance with provisions of California law, as identified in Exhibit "A" of this Agreement, for the purpose of either rehabilitating and selling or constructing and selling residential dwellings to low-income persons, is made this _____ day of _____, _____.

Kings County (seller), subject to the approval of the California State Controller, does hereby agree to sell to Self-Help Enterprises (nonprofit corporation Buyer) that real property described in Exhibit "A" of this Agreement, which was tax-defaulted for nonpayment of taxes and is now subject to the Tax Collector's Power of Sale.

Self-Help Enterprises (Buyer) agrees to pay the sum of \$ 10,600 for the real property described in Exhibit "A", plus all costs and expenses of sale proceedings and title transfer, within fourteen (14) days after the date this Agreement becomes effective. Upon payment of said sum to the Tax Collector, the Tax Collector shall execute and deliver a deed conveying title to said property to Self-Help Enterprises (Purchaser)

Terms and Conditions of Sale:

- ___ (1) Buyer will provide a Certified Document proving the intended use for each parcel is consistent with the local community development plan.
- ___ (2) Buyer will complete all repairs, construction and other development necessary to rehabilitate or complete the residence(s) and will sell the property to low-income persons, as such persons are defined in Section 50093 of the California Health and Safety Code.
- ___ (3) Buyer will obtain, from the appropriate building or housing agencies, a certificate that the residence is suitable for human habitation and is not a substandard building as defined in Section 17920.3 of the California Health and Safety Code.
- ___ (4) Buyer will promptly provide proof of progress toward compliance in accordance with the terms established by Kings County Board of Supervisors.
- ___ (5) Buyer agrees that the deed to be issued by the Tax Collector to the Buyer may contain certain conditions deemed necessary to effect compliance with this Agreement, including a condition that the real property be used for the public use specified in the Agreement.
- ___ (6) Buyer will provide to the Seller, Certified Copies of the Articles of Incorporation and the by-laws of the non-profit organization, plus the original executed Resolution authorizing the purchase of the property along with the original executed Purchase Agreement. Five full sets must be supplied.

In witness to this Agreement, the Buyer and the Seller have subscribed the signature of their officers who are duly authorized to complete such document.

ATTEST:

BOARD OF SUPERVISORS:

By _____

Chair

Self-Help Enterprises
A California Corporation

Self-Help Enterprises
A California Corporation

By _____

By _____

Secretary

President/CEO

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code, the Controller agrees to the selling price therein before set forth and pursuant to the provisions of Section 3795 approves the foregoing Agreement this _____ day of _____, _____.

BETTY T YEE, CALIFORNIA STATE CONTROLLER

By: _____

AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY: EXHIBIT A

APN:	FIRST YEAR DEFAULTED	DEFAULT NUMBER	PURCHASE PRICE
011-100-052-000	2012	161	\$10,600*

DESCRIPTION: Lot 68 of PARKSIDE ESTATES NO. 2, County Tract No. 185-2, in the City of Hanford, County of Kings, State of California, according to map thereof recorded in book 6 at Page 39 of Licensed Surveyor Plats.

**plus all costs and expenses of sale proceedings and title transfer*

INTENDED USE
Low-Income Housing

NOTE: TO BE MADE PART OF EACH CHAPTER 8 AGREEMENT



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 16, 2019

SUBMITTED BY: Fire Department – Clay Smith/Amanda Verhaege

SUBJECT: SPECIALIZED MISSION VEHICLE AND TRANSPORT TRAILER CAPITAL ASSET PURCHASE REQUEST

SUMMARY:

Overview:

The Kings County Office of Emergency Management is requesting approval to purchase an all-terrain vehicle from Boulder Boats California and a trailer from Trailer Barn, Inc. to transport the vehicle.

Recommendation:

1. Approve the purchase of one (1) all-terrain vehicle, and one (1) trailer; 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. (4/5's vote required)

Fiscal Impact:

The total purchase of \$28,975 shall be funded from the Fire Fund, Office of Emergency Management Budget Unit 243000. These funds were originally budgeted in the Office of Emergency Management's Regular Employees Budget Unit (82110010). The Office of Emergency Management is requesting to transfer the funds to the Office of Emergency Management's Fixed Assets Account (82460000).

BACKGROUND:

The Office of Emergency Management (OEM) annually received the Emergency Management Performance Grant, a federal grant, which passes through the State of California down to the local operational areas. The goal of this grant is to provide funding for emergency management staff, as well as trainings and equipment in support of local operational area emergency management goals and functions.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SPECIALIZED MISSION VEHICLE AND TRANSPORT TRAILER CAPITAL ASSET PURCHASE REQUEST

April 16, 2019

Page 2 of 2

This purchase will expand emergency response capabilities at both large-scale planned special events and in rural locations by equipping responders with a vehicle capable of reaching remote locations, size small enough to be staged within an event instead of on the perimeter, as well as provide greater maneuverability within large area special events that are most common in Kings County. A mounted unit will be added to the vehicle that will increase capabilities of the unit for responding to both fire and medical emergencies, but Kings County OEM will return to the Board to request that purchase at a later date, as quotes for that part of the project are being solicited. The trailer will support the deployment of the all-terrain vehicle, but it provides an additional benefit to support the movement of other emergency supplies during events. Bids were solicited and the recommended awards are agreed upon by the Purchasing Manager.

Agenda Item

**SPECIALIZED MISSION VEHICLE AND TRANSPORT TRAILER CAPITAL ASSET
PURCHASE REQUEST**

April 16, 2019

Page 3 of 2



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 16, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: HEALTH INSURANCE RENEWAL FOR FY 2019-2020

SUMMARY:

Overview:

The County's employee self-insured Health Insurance Plan is scheduled to renew on July 1, 2019. The Health Insurance Advisory Committee has met over several months with its broker/consultants, Gallagher Benefit Services, to review plan experience and explore options to modify the plan administration and benefits. The Committee's recommendations are presented below.

Recommendation:

Approve the Fiscal Year 2019-2020 Health Insurance renewal rate with a zero percent (0%) increase. Included in the Fiscal Year 2019-2020 renewal is a continuation of the Wellness Program, with a \$50 incentive to be paid to eligible employees and their dependents (over age 18) who participate in the blood draw.

Fiscal Impact:

There will be no fiscal impact for the employees' or the County's contribution.

BACKGROUND:

The County's Health Insurance Plan has been self-funded for the past 14 fiscal years. Each year, the Health Insurance Advisory Committee, comprised of representatives from each bargaining unit plus unrepresented management, meets with the County's Broker and staff to review claims experience and recommend any necessary changes to the plan to the Board of Supervisors. These meetings constitute the meet and confer process for this benefit.

Based primarily on claims coming in under projection, administrative costs and projected trend increases for
(Cont'd.)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

HEALTH INSURANCE RENEWAL FOR FY 2019/2020

April 16, 2019

Page 2 of 2

next year, there is a zero percent (0%) projected increase for Fiscal Year 2019-2020. The Committee voted at a meeting held on April 4, 2019 to recommend the renewal of the Kings County Health Insurance Plan with the following changes to the current plan, and to approve the attached premium matrix.

Medical Plan: The Committee voted to keep the Medical Plan as is with no changes.

Dental Plan: The Committee voted to change providers from Premier Access to Delta Dental. There is a 2 year fixed cost (admin fee) savings of \$15,600. With Delta Dental, the County will receive the added benefit of waived diagnostic and preventive costs. This means that Delta Dental will allow employees to have x-rays, cleanings and exams done that will not accrue against their plan year maximums. Therefore, after they have their diagnostic and preventive treatments, they will still have the \$2,000 benefit to spend on other needed dental services, including implants. The \$2,000 per person lifetime benefit for orthodontics will remain the same.

Prescription Plan: The Committee voted to keep the Prescription Plan as is with no changes.

Vision Plan: The Committee voted to change providers from VSP to EyeMed. There is a 4 year fixed cost (admin fee) savings of \$79,188. With EyeMed, the County will receive a benefit known as "Freedom Pass" which allows employees to obtain any available frame at Target or Sears optical for \$0 regardless of retail price when purchasing a complete pair of glasses. The Freedom Pass also provides an additional \$20 discount on contacts when purchasing online. Another benefit for those employees required to wear safety glasses, members can obtain prescription safety eyewear at a 40-60% discount without sacrificing their regular prescription glasses benefit. EyeMed is also willing to do a "Pop-up" clinic which means they will set up a clinic for five days and perform comprehensive exams for up to 23 members per day. Members can then choose from hundreds of brand name frames, sunglasses and contacts then easily apply their benefits at checkout.

Mental Health: The Committee voted to keep the Mental Health Plan as is with no changes.

Conclusion

The attached matrix shows the current and proposed plan totals and costs by plan level and bargaining unit. This matrix also shows the cost for retirees and COBRA participants who may participate in the plan but pay the full cost. Costs for the Waste Management Authority employees, Kings In-Home Supportive Services Public Authority, Kings Area Rural Transit and Kings County Association of Governments are also reflected as they are also participants in the County's plan but those costs are not borne by the County.

County of Kings
Rate Matrix Effective July 1, 2019

EMPLOYEE CLASS	Current 2018/19 Plan Year					Renewal (no increase) 2019/20 Plan Year					
	Employee Share	Reserve Contribution	Employee Total	Employer Share	Total	Employee Share	Reserve Contribution	Employee Total	Employer Share	Total	
MGMT 1	22	0.00	0.00	596.12	596.12	0.00	0.00	0.00	596.12	596.12	
MGMT 2	52	0.00	0.00	1,085.36	1,085.36	0.00	0.00	0.00	1,085.36	1,085.36	
MGMT 3+	115	0.00	0.00	1,633.14	1,633.14	0.00	0.00	0.00	1,633.14	1,633.14	
SUPERVISORS 1	17	177.20	0.00	177.20	418.92	177.20	0.00	177.20	418.92	596.12	
SUPERVISORS 2	20	322.68	0.00	322.68	762.68	322.68	0.00	322.68	762.68	1,085.36	
SUPERVISORS 3+	24	485.56	0.00	485.56	1,147.58	485.56	0.00	485.56	1,147.58	1,633.14	
PROS 1	9	30.86	0.00	30.86	565.26	30.86	0.00	30.86	565.26	596.12	
PROS 2	4	56.20	0.00	56.20	1,029.16	56.20	0.00	56.20	1,029.16	1,085.36	
PROS 3+	5	84.56	0.00	84.56	1,548.58	84.56	0.00	84.56	1,548.58	1,633.14	
SHERIFF/DPO 1	34	177.20	0.00	177.20	418.92	177.20	0.00	177.20	418.92	596.12	
SHERIFF/DPO 2	21	322.68	0.00	322.68	762.68	322.68	0.00	322.68	762.68	1,085.36	
SHERIFF/DPO 3+	58	485.56	0.00	485.56	1,147.58	485.56	0.00	485.56	1,147.58	1,633.14	
FIRE 1	12	177.20	0.00	177.20	418.92	177.20	0.00	177.20	418.92	596.12	
FIRE 2	7	322.68	0.00	322.68	762.68	322.68	0.00	322.68	762.68	1,085.36	
FIRE 3+	35	485.56	0.00	485.56	1,147.58	485.56	0.00	485.56	1,147.58	1,633.14	
GENERAL 1	305	177.20	0.00	177.20	418.92	177.20	0.00	177.20	418.92	596.12	
GENERAL 2	128	322.68	0.00	322.68	762.68	322.68	0.00	322.68	762.68	1,085.36	
GENERAL 3+	115	485.56	0.00	485.56	1,147.58	485.56	0.00	485.56	1,147.58	1,633.14	
DET DEP 1	62	177.20	0.00	177.20	418.92	177.20	0.00	177.20	418.92	596.12	
DET DEP 2	22	322.68	0.00	322.68	762.68	322.68	0.00	322.68	762.68	1,085.36	
DET DEP 3+	34	485.56	0.00	485.56	1,147.58	485.56	0.00	485.56	1,147.58	1,633.14	
BLUE COLLAR 1	12	177.20	0.00	177.20	418.92	177.20	0.00	177.20	418.92	596.12	
BLUE COLLAR 2	14	322.68	0.00	322.68	762.68	322.68	0.00	322.68	762.68	1,085.36	
BLUE COLLAR 3+	15	485.56	0.00	485.56	1,147.58	485.56	0.00	485.56	1,147.58	1,633.14	
KCWMA 1	11	182.90	0.00	182.90	413.22	182.90	0.00	182.90	413.22	596.12	
KCWMA 2	7	344.74	0.00	344.74	740.62	344.74	0.00	344.74	740.62	1,085.36	
KCWMA 3+	3	528.12	0.00	528.12	1,105.02	528.12	0.00	528.12	1,105.02	1,633.14	
Ret/COBRA 1	52	596.12	0.00	596.12	0.00	596.12	0.00	596.12	0.00	596.12	
Ret/COBRA 2	20	1,085.36	0.00	1,085.36	0.00	1,085.36	0.00	1,085.36	0.00	1,085.36	
Ret/COBRA 3+	5	1,633.14	0.00	1,633.14	0.00	1,633.14	0.00	1,633.14	0.00	1,633.14	
All Others 1	18	205.04	0.00	205.04	391.08	205.04	0.00	205.04	391.08	596.12	
All Others 2	11	373.30	0.00	373.30	712.06	373.30	0.00	373.30	712.06	1,085.36	
All Others 3+	9	561.70	0.00	561.70	1,071.44	561.70	0.00	561.70	1,071.44	1,633.14	
Dental/Vision (for Military Only)											
Employee Only	1	14.10	0.00	14.10	28.92	43.02	0.00	14.10	28.92	43.02	
Employee + 1	9	26.48	0.00	26.48	54.28	80.76	0.00	26.48	54.28	80.76	
Family	9	41.64	0.00	41.64	85.38	127.02	0.00	41.64	85.38	127.02	
TOTALS (adjusted for current enrollment)	1297	4,373,500	0	4,373,500	11,789,734	16,163,234	4,373,500	0	4,373,500	11,789,734	
		16,163,234			0.00%		16,163,234			0.00%	
Total County of Kings Contribution					\$11,789,734	Total County of Kings Contribution					\$11,789,734