

Board Members

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



Staff

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

Board of Supervisors Regular Meeting Agenda

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

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

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

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

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

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

- **Web Access:** To access the meeting via computer, please go to the County's homepage (<https://www.countyofkings.com/>) and click on the link that says **Join Meeting**. You may also participate from your smart phone by downloading the **WebEx Meetings app** to your smartphone. After opening the app, click on **Join Meeting**, and then enter the meeting information. The **meeting number is 289 685 659** and the **password is KingsBOS**.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 289 685 659#**.
- For members of the public who wish to participate, but are unable to do so virtually, you may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either Catherine.Venturella@co.kings.ca.us or Melanie.Curtis@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to:

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



- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – By Invitation
PLEDGE OF ALLEGIANCE
- II. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
- III. APPROVAL OF MINUTES**
Approval of the minutes from the April, 7 2020 regular meeting.
- IV. CONSENT CALENDAR**
- A. Human Services Agency:**
1. Consider:
 - a. Approving the purchase of Sit-to-Stand desk/Workstations and Office furniture to replace existing desks and furniture within the Human Services Agency; and
 - b. Authorizing the Purchasing Manager to sign the Purchase Orders; and
 - c. Approving the budget change. **(4/5 vote required)**
- V. REGULAR AGENDA ITEMS**
- A. Human Services Agency – Sanja Bugay**
1. Consider:
 - a. Approving an Emergency Housing Agreement with Jagdish Patel, owner of Holiday Lodge and America’s Best Value Inn to provide shelter options from April 15, 2020 to June 30, 2020; and
 - b. Approving the budget change. **(4/5 vote required)**
- B. Administration – Rebecca Campbell**
Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.
- VI. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS**
On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).
- ◆ Board Correspondence
 - ◆ Upcoming Events
 - ◆ Information on Future Agenda Items



VII. ADJOURNMENT

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

VIII. 10:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

IX. 10:30 AM IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY SPECIAL MEETING

<i>FUTURE MEETINGS AND EVENTS</i>		
April 21	9:00 AM	Regular Meeting
April 28	9:00 AM	Regular Meeting
May 5	9:00 AM	Regular Meeting cancelled
May 12	9:00 AM	Regular Meeting
May 19	9:00 AM	Regular Meeting

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

Board Members

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



Staff

Rebecca Campbell, County Administrative Officer
Roger Bradley, Assistant CAO
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board
Melanie Curtis, Deputy Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, April 7, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

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



I. 9:00 AM CALL TO ORDER

**ROLL CALL – Clerk of the Board
INVOCATION – Jo Ann Hawkins
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT**

II. UNSCHEDULED APPEARANCES

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

Rebecca Campbell, CAO read a letter from Gene Pensiero, Jr., a Kings County resident, into the record on his concerns about the Board’s recent declaration of a stay in place order and the related statements made by Supervisor Valle in his March 31, 2020 Facebook Live video.

Keith Fagundes, Kings County District Attorney stated that he was following up on the report out from the Board of Supervisors meeting on March 31, 2020 regarding potential layoffs of County employees and asked the Board to keep Department Heads informed as to information that may affect their departments.

III. APPROVAL OF MINUTES

Approval of the minutes from the March 30, 2020 special meeting and the March 31, 2020 regular meeting.

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

IV. CONSENT CALENDAR

A. Agriculture Department:

Consider authorizing the Chairman to sign a Cooperative Agreement with the California Department of Food and Agriculture for the County’s Asian Citrus Psyllid Detection Program. **[Agmt 20-019]**

B. Department of Public Health:

1. Consider approving the Children’s Medical Services Plan and Budget retroactively for Fiscal Year 2019-2020. **[Agmt 20-020]**

2. Consider approving an Agreement with the West Hills Community College District to utilize interns during the novel coronavirus 2019 (COVID-19) emergency response efforts. **[Agmt 20-021]**

C. Human Services Agency:

1. Consider:

- a. Approving the purchase of six Ford Explorers and one Transit Passenger Wagon from the lowest dealer’s quote that have vehicles in stock from either Keller Ford or Wondries Fleet Group; and
- b. Approving the budget change. **(4/5 vote required)**

ITEM WAS PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA

D. Public Works:

1. Consider approving an Agreement with EMCOR Mesa Energy Systems, for the upgrade of the County’s Building Automation System, and authorize the Purchasing Manager to sign the Agreement. **[Agmt 20-022]**

2. Consider adopting a Resolution containing the projects planned to be constructed utilizing Fiscal Year 2020-2021 Senate Bill 1 funding. **[Reso 20-023]**

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



V.

REGULAR AGENDA ITEMS

A. Elections Department – Lupe Villa

Consider accepting the Certified Statement of the Votes, as submitted by the Registrar of Voters for the March 3, 2020 Presidential Primary Election.

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

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

Consider adopting a Resolution proclaiming the week of April 6-12, 2020 as National Public Health Week. [Reso 20-024]

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

C. Administration – Rebecca Campbell

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

THE BOARD RECEIVED AN UPDATE AND NO ACTION WAS TAKEN

D. County Counsel – Lee Burdick

Consider adopting a Resolution ordering all Kings County residents to comply with the State's Stay at Home orders. [Reso 20-025]

ACTION: APPROVED AS AMENDED (RV, CP, DV –Aye; JN, RF -No)

VI.

BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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

Supervisor Valle stated that he has been participating in the Corcoran Howl at 8:00 p.m. nightly for 2 minutes residents are encouraged to participate and acknowledge that we are all in this together.

Supervisor Fagundes stated that he has been staying home and only going to meetings he has to attend.

Supervisor Neves stated that he has been participating in teleconference meetings and navigating all the different programs that are being used is definitely a challenge.

Supervisor Pedersen stated that he was going to participate in the Commission on Aging food bank drive through but had to accommodate some flight requests.

Supervisor Verboon stated that he worked with small business owners in his district in navigating the relief applications through the State and Federal programs available to them over the weekend.

- ♦ **Board Correspondence: Rebecca Campbell stated that the Board received a letter from the California Department of Education State Superintendent of Schools stating that all schools will be closed to students returning for the remainder of the school year and they will focus on distance learning. She stated that a notice was received from the Monterey Peninsula Water Management District that they will serve as lead agency, in preparing the Environmental Impact Report for the Potential Acquisition of Monterey Water Supply and District Boundary Adjustment project.**



- ◆ Upcoming Events: **Rebecca Campbell stated that the COVID-19 community page is being updated and Kings Community Action Organization is holding food distribution and locations are listed for the Month of April on the website. She stated that the National Crime Victim Rights week will be held on April 18-25, 2020 and staff is working on how to accommodate the event and participants virtually.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated the following items would be on a future agenda: COVID-19 update and public service employee recognition resolution.**

VII. CLOSED SESSION

- ◆ **Personnel Matter: [Govt. Code Section 54957(b)(1)]**
Public Employee Discipline/Dismissal/Release
Multiple Cases
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Detentions Deputy Association
 - Prosecutor’s Association
 - Management
 - General - CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar – SEUI
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association

REPORT OUT: Lee Burdick, County Counsel reported that by a 5-0 consensus , the Board of Supervisors authorized the County Administrative Officer to implement a hiring freeze on recruitments for all vacant positions, subject to CAO review and approval on a case-by-case basis and placing emphasis on promotional and transfer recruitments from within the County.

VIII. ADJOURNMENT

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

FUTURE MEETINGS AND EVENTS

April 14	9:00 AM	Regular Meeting
April 21	9:00 AM	Regular Meeting
April 28	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 14, 2020

SUBMITTED BY: Human Services Agency – Sanja Bugay/Jay Wood

SUBJECT: SIT-TO-STAND WORKSTATIONS AND OFFICE FURNITURE PURCHASE

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to purchase office equipment that includes Allsteel, 60”W X 48”H X 24”D Sit-to-Stand Desk/Workstations and other office furniture such as tables and partitions.

Recommendation:

- a. Approve the purchase of Sit-to-Stand desk/Workstations and Office furniture to replace existing desks and furniture within the Human Services Agency.
- b. Authorize the Purchasing Manager to sign the Purchase Orders; and
- c. Approve the budget change. (4/5 vote required)

Fiscal Impact:

There is no increase to net County Cost associated with this purchase. The total costs for workstation replacement and requested office furniture will not exceed \$337,000. This purchase will be applied to HSA's Social Services allocations to draw down applicable federal and state funds. This purchase will be applied to HSA's Administrative 510000 Budget Unit (Account 92018 Office Equipment). HSA is requesting approval to transfer \$337,000 from Budget Unit 510000, Account 91000 Regular Employees to Budget Unit 510000, Account 92018 Office Equipment.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SIT-TO-STAND WORKSTATIONS AND OFFICE FURNITURE PURCHASE

April 14, 2020

Page 2 of 2

BACKGROUND:

The requested workstations will benefit HSA's staff located within the Child Welfare Services Division, Foster Care, Adult Protective Services, and In-Home Home Supportive Services. This is phase four and the last major phase of replacing HSA office furniture, the Board approved the third phase of this work on April 9, 2019.

During the past several years, workstations have been reduced to 60 by 66 inches, as workers no longer need to have large filing cabinets for storage cases with the implementation of scanning and elimination of case paper files. However, as programs implemented phone interviewing to complete applications and to take case actions, most workers are now spending an increased amount of time at their desks without the ability to leave the workstation. Therefore, HSA has started transitioning to sit-to-stand desks to improve ergonomics of each workstation. To mitigate the costs of all workstation replacement, HSA has worked on this project in phases; to date, Customer Call Center, Eligibility Ongoing, Eligibility Intake, Processing Clerical, Fiscal, and the Employment and Training workstations have been replaced with sit-to-stand workstations.

HSA, in agreement with the Purchasing Manager, is utilizing the competitively bid national contract for Allsteel products through Omnia Partners (formerly US Communities), with Cal Bennett's as the authorized manufacturer representative. HSA has established a "standard" workstation, and all phases that have been completed to date were done using the "standard" workstation with Cal Bennett's being the vendor. Standardizing workstations and office furniture will expedite and easily accommodate future agency staff moves.

This purchase has been reviewed and approved as to form by the Purchasing Manager.

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

Auditor Use Only	
Date _____	
J/E No. _____	
Page _____	of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

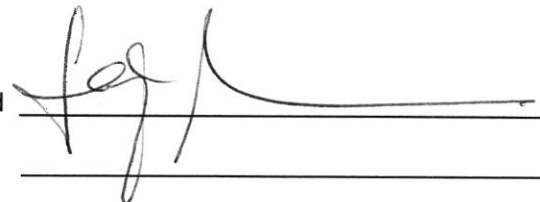
Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General Fund	Human Services Agency	Reg Employee	001	510000	91000	337,000
TOTAL						337,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General Fund	Human Services Agency	Office Equipment	001	510000	92018	337,000
TOTAL						337,000

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

Dept. of Finance Approval _____ Department Head 

Administration Approval _____ Board Approval _____

BOS meeting 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 14, 2020

SUBMITTED BY: Human Services Agency – Sanja Bugay

SUBJECT: PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT WITH JAGDISH PATEL, OWNER OF HOLIDAY LODGE AND AMERICA'S BEST VALUE INN

SUMMARY:

Overview:

Project Room Key is a program put in place across the State of California to allow for homeless population to shelter in place, and comply with the Governor's executive order that was released on March 19, 2020. The Human Services Agency (HSA) is requesting approval to contract with Jagdish Patel, owner of Holiday Lodge and America's Best Value Inn, to provide motel rooms as non-congregate shelter options for the sick and medically vulnerable due to the Novel Coronavirus Disease 2019 (COVID-19) Epidemic Public Health Emergency.

Recommendation:

- a. Approve an Emergency Housing Agreement with Jagdish Patel, owner of Holiday Lodge and America's Best Value Inn to provide shelter options from April 15, 2020 to June 30, 2020; and
- b. Approve the budget change. (4/5 vote required)

Fiscal Impact:

No increase to net County Cost associated with this recommended agreement. The cost of the agreement is \$413,400, which will be a claimed expense to the Federal Emergency Management Agency (FEMA) or reimbursement program. FEMA will reimburse the County for 75% of all eligible expenditures. County will offset the 25% match with California Department of Social Services (CDSS) Project Room Key Funds.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT WITH JAGDISH PATEL, OWNER OF HOLIDAY LODGE AND AMERICA'S BEST VALUE INN

April 14, 2020

Page 2 of 3

This purchase will be applied to HSA's Administrative 510000 Budget Unit (Account 92132 Professional & Special Services- COVID19). HSA is requesting approval to transfer \$413,400 from Budget Unit 510000, Account 91000 Regular Employees to Budget Unit 510000, Account 92132 Professional & Special Services- COVID19.

BACKGROUND:

The State of California is acting quickly to protect public health and safety to respond to COVID-19, and is mobilizing every level of government to prepare for and respond to spread of the virus. This emergency housing agreement has been created pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020; the County of Kings Proclamation of Emergency dated March 17, 2020; the County of Kings Declaration of Local Health Emergency; Executive Orders N-25-20, N-33-20, and guidance issued by the California Department of Public Health in response to COVID-19. This is also directly related to the emergency, which is necessary for the preservation of public health and safety.

The County of Kings has a demonstrated the need for hotel or motel rooms to immediately provide non-congregate shelter options for the sick and medically vulnerable. Individuals lacking stable housing are more likely to use hospital emergency rooms. In some places, individuals experiencing homelessness made up 20% to 30% of all adult hospital emergency room visits. Patients experiencing homelessness are admitted to inpatient units five (5) times more often, and have average lengths of stay that are longer than people who have stable housing. Protecting individuals experiencing homelessness will relieve pressure on the hospital system by separating high-risk individuals who are homeless from COVID-19 positive or persons under investigation (PUI), in order to protect public health and safety for the duration of this Public Health Emergency.

On March 18, 2020, the Governor announced a significant investment to support this urgent need. This includes:

- \$100 million directly to local governments and Continuums of Care for shelter support and emergency housing to address COVID-19 among the homeless population, administered by the Business, Consumer Services and Housing Agency; and
- \$50 million available to establish occupancy agreements to secure rooms in hotels, motels, and other facilities including trailers, which is administered by the California Department of Social Services (CDSS).

The goal of this effort is to provide non-congregate shelter options for people experiencing homelessness, to protect human life, and minimize strain on health care system capacity. The majority of Project Room Key expenditures are federally reimbursable under the Federal Emergency Management Agency (FEMA), for both hotel/motel room occupancy agreements and operating services, at 75 percent federal share of cost.

Based upon the latest public health guidance, it is recommended that persons known to be COVID-19 positive or known to have been exposed to COVID-19 but not requiring hospitalization, and those with high-risk factors such as age over 65, chronic health conditions, and respiratory issues, be separated from other people.

Agenda Item

PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT WITH JAGDISH PATEL, OWNER OF HOLIDAY LODGE AND AMERICA'S BEST VALUE INN

April 14, 2020

Page 3 of 3

Individual living arrangements, such as private rooms at hotels and motels, are recommended for these populations. Congregate care is not recommended at this time.

The CDSS has encouraged counties to use all available local, state, and federal funding to secure hotel/motel rooms, and to provide the onsite supportive services needed to support these properties as emergency housing for immediate protection. Occupancy agreements with property owners allow the owners to continue to operate the property, while allowing the County to focus its resources on the provision of site supervision, security, laundry, sanitation, and other services, as applicable and necessary to successfully achieve the goals of these efforts. HSA will begin providing non-congregate shelter for persons noted above with an occupancy agreement with Jagdish Patel, owner of Holiday Lodge, located at 8749 E. Lacey Boulevard, Hanford, CA 93230, and America's Best Value Inn, located at 918 E. Lacey Boulevard, Hanford, CA 93230.

Local efforts have been closely coordinated with applicable local partners, including the Kings County Department of Public Health, the Kings/Tulare Homeless Alliance (homeless Continuum of Care), Kings County Behavioral Health, and nonprofit community organizations with experience servicing this population.

HSA and other organizations involved will follow the State's guidance for homeless assistance providers that was published on March 18, 2020 by the Business and Consumer Services and Housing (BCSH) Agency. This and other resources provide guidance, and identify how to prevent disease spread among clients and staff in shelters, provides considerations for sheltering individuals who are at risk of infection, including in hotel/motels, and outlines available funding resources.

The agreement was provided by CDSS to help counties establish occupancy agreements with local property owners to secure emergency housing to keep people experiencing homelessness safe from COVID-19. The agreement includes legal agreements, which reflect FEMA requirements.

This agreement was reviewed and approved as to form by County Counsel.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

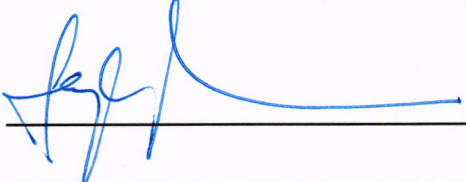
Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General Fund	Human Services Agency	Reg Employee	001	510000	91000	413,400
TOTAL						413,400

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General Fund	Human Services Agency	Prof&Spec Service-COVID 19	001	510000	92132	413400
TOTAL						413,400

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

Dept. of Finance Approval _____ Department Head 

Administration Approval _____ Board Approval _____

BOS meeting date: _____

COUNTY OF KINGS

EMERGENCY OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT COVERING PREMISES
LOCATED AT:

America's Best Value Inn

918 E. Lacey Blvd.
Hanford, CA 93230

OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:
EEN# 770351979

TENANT:
County of KINGS

Contract No: _____

Preamble

THIS OCCUPANCY AGREEMENT, made and entered into this Ninth day of April 2020 by and between

Jagdish Patel

hereinafter called the Owner, without distinction as to number or gender, and the County of Kings, acting by and through the Board of Supervisors, hereinafter called the County. **This occupancy agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, the County of Kings Proclamation of Emergency dated March 17, 2020, the County of Kings Declaration of Local Health Emergency, Executive Orders N-25-20, and N-33-20 and guidance issued by the California Department of Public Health in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.**

WITNESSETH

Description

1. The Owner hereby authorizes the County and the County hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the City of Hanford, County of Kings, State of California, and more particularly described as follows:

The Holiday Lodge (up to 65 Rooms) located at, 918 E. Lacey Blvd., Hanford, CA 93230 as outlined in red on the attached Exhibit "A" aerial site plan, consisting of one (1) page, dated April 6, 2020, said Exhibit "A", hereby being incorporated into this occupancy agreement, and including all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. The County shall occupy a fluctuating number of rooms, up to sixty-five (65), and pay for rooms based on the actual daily occupancy. The County shall have exclusive access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

County shall utilize rooms provided under this contract to house the following individuals: (1) Individuals who test positive for COVID-19 that do not require hospitalization, but need isolation or quarantine (including those exiting from hospitals); (2) Individuals who have been exposed to COVID-

19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and (3) Individuals who are asymptomatic, but are at "high-risk," such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure. The County shall have discretion, exercised on a case-by-case basis, to allow these individuals to occupy the provided rooms with their pets.

Term

2. The term of this occupancy agreement shall commence on April 15, 2020, and shall continue month to month, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The County may terminate this occupancy agreement at any time by giving written notice to the Owner at least thirty (30) days prior to the date when such termination shall become effective. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

Rent

4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THE DAILY ROOM RATE SHALL BE EIGHTY-FIVE AND 00/100 DOLLARS (\$85.00) DURING THE TERM OF THIS OCCUPANCY AGREEMENT.

Owner shall provide a monthly invoice to the County at the address below based on each room occupied, multiplied by the number of days actually occupied in that month, and then multiplied by the daily room rate. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Invoices to County shall be sent to: Esam Abed
1400 W. Lacey Blvd., Bldg., 8
Hanford, CA 93230

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

If to County

Esam Abed
1400 W. Lacey Blvd., Bldg., 8
Hanford, CA 93230

Phone No.: 559-852-4247
FAX No.:
Email: Esam.Abed@co.kings.ca.us

If to Owner

Jagdish Patel
8749 E. Lacey Blvd.
Hanford, CA 93230

Phone No.: 559-707-4181
Hotel Phone No.: 559-582-1006
Email:

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
COUNTY AND PREMISES ADDRESS

Rental warrants shall be made payable to: Jagdish Patel

and mailed to: 8749 E. Lacey Blvd.
Hanford, CA 93230

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces, upon commencement and during the term of the occupancy agreement, shall be unobstructed and completely accessible for County's use.

**Services,
Utilities, and
Supplies**

7. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
- D. Pool, pool area, and pool equipment, if any.
- E. Linen/terry and laundry services.
- F. Standard hotel housekeeping/janitorial services not less than every 3 days.

All housekeeping/janitorial services, as well as linen/terry and laundry services shall be provided in accordance with any applicable, current health and safety protocols established by public health officials.

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Repair and
Maintenance**

8. During the term of this occupancy agreement, the Owner shall maintain the occupied premises in good repair and tenantable condition.

**Independent
Contractor**

9. The parties mutually understand and agree that this occupancy agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association. County shall have no right to control or supervise or direct the manner or method by which Owner shall perform its work and function; provided, Owner shall satisfy and comply with its obligations as set forth herein.

Assignment

10. The County shall have the ability to assign this occupancy agreement. Furthermore, County shall have the ability to permit and allow members of the public to occupy the premises as part of the County's response to the COVID-19 outbreak.

**Quiet
Possession**

11. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

Destruction

12. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

**Subrogation
Waived**

13. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

**Prevailing
Wage
Provision**

14. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

Fair Employment Practices

15. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, 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. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County to implement such article.

Holding Over

16. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

Surrender of Possession

17. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and in substantially the same condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

Time of Essence, Binding upon Successors

18. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

19. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

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

A. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

B. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

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

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

Hazardous Substance

21. County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County's obligations and occupancy under this occupancy agreement or which were not caused by the County, Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and Owner for all efforts and expenses thereto.

Restoration of Premises

22. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Upon vacating the premises, County and Owner together shall conduct a walkthrough of the premises to determine if there is any damage attributable to the County that must be repaired. County agrees to repair or pay for such damage to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities, including California Government Code §8655. County shall reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts.

Access 23. Owner shall allow County or its agents to enter the premises as of 7:00 A.M. on April 15, 2020, to stage and prepare the property for occupants, or other parties, or for any other purpose County deems necessary.

Indemnification 24. Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

County shall not be liable to Owner, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the premises unknown to the County, its officers, agents or employees.

Taxes 25. Owner is solely responsible for all tax liabilities, including property taxes.

Exclusive Use 26. Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the term of the County's occupancy of the premises.

Occupancy of Premises 27. Owner and County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the premises. Owner and County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or County within the meaning of California Civil Code section 1940.

Remedies 28. In the event of a breach by the Owner of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

Choice of Law 29. The Parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Owner hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

Severability 30. If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

No Third-Party Beneficiaries 31. County and Owner are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

Entire Agreement of the Parties 32. This Agreement, including its Preamble and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Owner other than those contained herein.

Contributions of Both Parties 33. The Parties agree that each Party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

Imaged Agreement 34. An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

FEDERAL PROVISIONS

Clean Air Act 35. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

36. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

37. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act 38. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

39. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

40. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension Clause 41. This Occupancy Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

42. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

43. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

44. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

45. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By



Date

4-9-20

**Procurement
of Recovered
Materials**

46. In the performance of this Occupancy Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

47. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

48. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to
Records**

49. The following access to records requirements apply to this Occupancy Agreement:

- i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

50. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance
with Federal
Law,
Regulations,
and Executive
Orders**

51. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation
by Federal
Government**

52. The Federal Government is not a party to this Occupancy Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program
Fraud and
False or
Fraudulent
Statements or
Related Acts**

53. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Occupancy Agreement.

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

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

COUNTY
COUNTY OF KINGS

By: _____
Doug Verboon, Chairman

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:


Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____

Exhibits/Attachments:
Exhibit A: Site Map

OWNER
JAGDISH PATEL

By:  _____
Jagdish Patel



COUNTY OF KINGS

EMERGENCY OCCUPANCY AGREEMENT

<u>OCCUPANCY AGREEMENT COVERING PREMISES</u> <u>LOCATED AT:</u> Holiday Lodge 8749 E. Lacey Blvd. Hanford, CA 93230
<u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:</u> EEN# 770351979
<u>TENANT:</u> County of KINGS

Contract No: _____

Preamble THIS OCCUPANCY AGREEMENT, made and entered into this Ninth day of April 2020 by and between

Jagdish Patel

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Description 1. The Owner hereby authorizes the County and the County hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the City of Hanford, County of Kings, State of California, and more particularly described as follows:

The Holiday Lodge (up to 65 Rooms) located at, 918 E. Lacey Blvd., Hanford, CA 93230 as outlined in red on the attached Exhibit "A" aerial site plan, consisting of one (1) page, dated April 6, 2020, said Exhibit "A", hereby being incorporated into this occupancy agreement, and including all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. The County shall occupy a fluctuating number of rooms, up to sixty-five (65), and pay for rooms based on the actual daily occupancy. The County shall have exclusive access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

County shall utilize rooms provided under this contract to house the following individuals: (1) Individuals who test positive for COVID-19 that do not require hospitalization, but need isolation or quarantine (including those

exiting from hospitals); (2) Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and (3) Individuals who are asymptomatic, but are at "high-risk," such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure. The County shall have discretion, exercised on a case-by-case basis, to allow these individuals to occupy the provided rooms with their pets.

Term

2. The term of this occupancy agreement shall commence on April 15, 2020, and shall continue month to month, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The County may terminate this occupancy agreement at any time by giving written notice to the Owner at least thirty (30) days prior to the date when such termination shall become effective. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

Rent

4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THE DAILY ROOM RATE SHALL BE EIGHTY-FIVE AND 00/100 DOLLARS (\$85.00) DURING THE TERM OF THIS OCCUPANCY AGREEMENT.

Owner shall provide a monthly invoice to the County at the address below based on each room occupied, multiplied by the number of days actually occupied in that month, and then multiplied by the daily room rate. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Invoices to County shall be sent to: Esam Abed
1400 W. Lacey Blvd., Bldg., 8
Hanford, CA 93230

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

If to County

Esam Abed
1400 W. Lacey Blvd., Bldg., 8
Hanford, CA 93230

Phone No.: 559-852-4247
FAX No.:
Email: Esam.Abed@co.kings.ca.us

If to Owner

Jagdish Patel
8749 E. Lacey Blvd.
Hanford, CA 93230

Phone No.: 559-707-4181
Hotel Phone No.: 559-582-1006
Email:

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
COUNTY AND PREMISES ADDRESS

Rental warrants shall be made payable to: Jagdish Patel

and mailed to: 8749 E. Lacey Blvd.
Hanford, CA 93230

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces, upon commencement and during the term of the occupancy agreement, shall be unobstructed and completely accessible for County's use.

**Services,
Utilities, and
Supplies**

7. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
- D. Pool, pool area, and pool equipment, if any.
- E. Linen/terry and laundry services.
- F. Standard hotel housekeeping/janitorial services not less than every 3 days.

All housekeeping/janitorial services, as well as linen/terry and laundry services shall be provided in accordance with any applicable, current health and safety protocols established by public health officials.

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Repair and
Maintenance**

8. During the term of this occupancy agreement, the Owner shall maintain the occupied premises in good repair and tenantable condition.

**Independent
Contractor**

9. The parties mutually understand and agree that this occupancy agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association. County shall have no right to control or supervise or direct the manner or method by which Owner shall perform its work and function; provided, Owner shall satisfy and comply with its obligations as set forth herein.

Assignment

10. The County shall have the ability to assign this occupancy agreement. Furthermore, County shall have the ability to permit and allow members of the public to occupy the premises as part of the County's response to the COVID-19 outbreak.

**Quiet
Possession**

11. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

Destruction

12. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

Subrogation Waived

13. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

14. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair
Employment
Practices**

15. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, 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. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County to implement such article.

Holding Over

16. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

**Surrender of
Possession**

17. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and in substantially the same condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

**Time of
Essence,
Binding upon
Successors**

18. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral
Agreements**

19. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

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

A. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

B. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

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

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

Hazardous Substance

21. County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County's obligations and occupancy under this occupancy agreement or which were not caused by the County, Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and Owner for all efforts and expenses thereto.

Restoration of Premises

22. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Upon vacating the premises, County and Owner together shall conduct a walkthrough of the premises to determine if there is any damage attributable to the County that must be repaired. County agrees to repair or pay for such damage to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities, including California Government Code §8655. County shall reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts.

Access

23. Owner shall allow County or its agents to enter the premises as of 7:00 A.M. on April 15, 2020, to stage and prepare the property for occupants, or other parties, or for any other purpose County deems necessary.

Indemnification

24. Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

County shall not be liable to Owner, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the premises unknown to the County, its officers, agents or employees.

Taxes

25. Owner is solely responsible for all tax liabilities, including property taxes.

Exclusive Use

26. Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the term of the County's occupancy of the premises.

Occupancy of Premises

27. Owner and County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the premises. Owner and County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or County within the meaning of California Civil Code section 1940.

Remedies

28. In the event of a breach by the Owner of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

Choice of Law

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

Severability

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

No Third-Party Beneficiaries

31. County and Owner are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

Entire Agreement of the Parties 32. This Agreement, including its Preamble and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Owner other than those contained herein.

Contributions of Both Parties 33. The Parties agree that each Party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

Imaged Agreement 34. An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

FEDERAL PROVISIONS

Clean Air Act 35. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

36. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

37. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act 38. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

39. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

40. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension Clause 41. This Occupancy Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

42. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

43. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

44. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

45. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By

Date



4-9-20

**Procurement
of Recovered
Materials**

46. In the performance of this Occupancy Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

47. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

48. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to
Records**

49. The following access to records requirements apply to this Occupancy Agreement:

- i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

50. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance
with Federal
Law,
Regulations,
and Executive
Orders**

51. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation
by Federal
Government**

52. The Federal Government is not a party to this Occupancy Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program
Fraud and
False or
Fraudulent
Statements or
Related Acts**

53. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Occupancy Agreement.

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

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

COUNTY
COUNTY OF KINGS

By: _____
Doug Verboon, Chairman

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

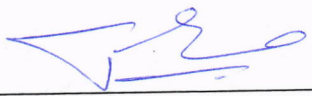
Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____

Exhibits/Attachments:
Exhibit A: Site Map

OWNER
JAGDISH PATEL

By:  _____
Jagdish Patel



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 14, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: NOVEL CORONAVIRUS COUNTY UPDATE

SUMMARY:

Overview:

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020 the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

Recommendation:

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

Fiscal Impact:

The fiscal impact to the County is unknown at this time. The County is tracking all of its costs related to the emergency.

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission,

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS (COVID-19) COUNTY UPDATE

April 14, 2020

Page 2 of 2

the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.