

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, June 23, 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.

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- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 133 038 9034#**.
- 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 – Brian Kleinhammer
PLEDGE OF ALLEGIANCE**

II. UNSCHEDULED APPEARANCES

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

III. APPROVAL OF MINUTES

A. Approval of the minutes from the June 16, 2020 regular meeting.

IV. CONSENT CALENDAR

A. Department of Child Support Services:

1. Consider approving the Memorandum of Understanding between the Department of Child Support Services and the Job Training Office for sharing information about participants utilizing Case Management System, CALJOBS.
2. Consider approving a Memorandum of Understanding between the Department of Child Support Services and Department of Public Works to ensure that all delegated or contracted out Title IV-D functions are performed.
3. Consider approving the Intra-County Plan of Cooperation between the Department of Child Support Services and the Information Technology Department.

B. Community Development Agency:

1. Consider approving five Agreements of Indemnification and Reimbursement of Extraordinary Costs between Foster Farms, LLC. and the County of Kings dated May 28, 2020.
2. Consider:
 - a. Finding that notice of non-renewals are categorically exempt from environmental review (CEQA Guidelines Section 15317); and
 - b. Authorizing the Chairman to sign the Non-Renewal and Partial Non-Renewals for Land Conservation "Williamson Act" Contract Numbers 621, 1205 and 1206.

C. Department of Public Health:

1. Consider:
 - a. Approving the Memorandum of Understanding with the California Family Resource Association for Coronavirus 2019 relief funds to provide services and support to foster, tribal, and at-risk families in Kings County; and
 - b. Authorizing the First 5's Executive Director to sign the Memorandum of Understanding.

D. Administration:

1. Consider approving the second amendment to the Agreement with Innovative Claim Solutions for Workers' Compensation Services effective July 1, 2020 through June 30, 2022.
2. Consider authorizing the County Administrative Officer to sign agreements with Tonya Lee, Marianne Gilbert, William Fjellbo, Karen Butler, Melinda Benninghoff, Hugo Gomez-Vidal, Jim A. Trevino, Robert Stover, Ismael Rodriguez, Shani Jenkins, James Oliver, Michael Woodbury, Greg Blevins, Carlos Navarrete, Jared Ramirez, Afreen Kaelble, Cheryl Harbottle, Robert Bartlett, Ralph Kaelble, Eric Hamilton, Jason Taylor, James Harbottle, Jeffrey Boggs and Kevin Thompson to provide indigent defense services as specified.



V.

REGULAR AGENDA ITEMS

A. Department of Finance - James Erb/Rob Knudson

Consider adopting and waiving the second reading of an Ordinance establishing booking fees for Fiscal Year 2020-2021.

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

1. Consider:

- a. Approving an Agreement with the California Department of Public Health, California Core Sexually Transmitted Disease Program grant for Fiscal Years 2019-2024; and
- b. Authorizing the Director of Public Health to sign any subsequent documents related to this grant.

**C. Public Works Department – Kevin McAlister/Dominic Tyburski
Sheriff’s Office – David Robinson**

1. Consider:

- a. Approving the Plans and Specifications, and authorizing the Public Works Department to advertise the Operations Building for the Kings County Sheriff’s Office Site Bid Package; and
- b. Approving the Plans and Specifications, and authorizing the Public Works Department to advertise the Operations Building for the Kings County Sheriff’s Office Modular Building Bid Package.

D. Public Works Department - Kevin McAlister

Consider approving the Joint Use Agreement with the California High Speed Rail Authority and Southern California Edison for the relocation of Southern California Edison underground facilities.

E. Administration - Rebecca Campbell/Domingo Cruz

Consider authorizing the County Administrative Officer to accept and sign the necessary grant documents for the Coronavirus Emergency Supplemental Funding Program.

**F. Administration - Rebecca Campbell
Department of Public Health - Edward Hill**

1. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State’s roadmap for modifying the statewide order and take action as necessary.

VI. 10:00 AM PUBLIC HEARINGS

**A. Administration – Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot**

1. a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for 1st and Kern Apartments, LP for the 1st and Kern Apartments.
2. a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for Bidwell Place, LP for the Bidwell Place Apartments.
3. a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for 1717 University Associates, LLC for The Bosco Apartments.



VII. 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

VIII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for June 30, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

June 30	9:00 AM	Regular Meeting
July 7	9:00 AM	Regular Meeting
July 14	9:00 AM	Regular Meeting
July 21	9:00 AM	Regular Meeting
July 27	9:00 AM	Board of Equalization Hearings
July 28	9:00 AM	Regular Meeting
August 4	9:00 AM	Regular Meeting

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

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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 Action Summary

Date: Tuesday, June 16, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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



- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Mark Curts
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

II. **UNSCHEDULED APPEARANCES**

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

Barbara Martin, Kings County resident and member of Kings County Complete Count stated that there will be car parades with information on the census driving around Kettleman City and Stratford on Friday, June 19, 2020 and in Home Garden and Armona on Saturday, June 20, 2020 to get the word out to increase the number of Kings County residents completing the census questionnaire.

Rebecca Campbell, County Administrative Officer, stated that she spoke with San Luis Obispo County Administrative Officer Wade Horton, and he thanked the Sheriff's Office and Kings County for their participation and response to the pursuit of a suspect in Paso Robles, California.

III. **APPROVAL OF MINUTES**

- A. Approval of the minutes from the June 9, 2020 regular meeting.
ACTION: APPROVED AS PRESENTED (JN, CP, RV, RF, DV-Aye)

IV. **CONSENT CALENDAR**

A. **Department of Finance:**

Consider authorizing the Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of the County Ledgers. **(4/5 vote required)**

B. **Fire Department:**

1. Consider:

- a. Authorizing the Fire Department to declare one fire engine as surplus; and
- b. Authorizing the Purchasing Manager to sell the surplus fire engine at public auction; and
- c. Authorizing the Fire Department or Purchasing Manager to donate the fire engine if it does not sell at auction.

2. Consider adopting a Resolution authorizing the County Administrative Officer, Director of Finance, and Purchasing Manager to sign and submit documents to obtain financial assistance provided by the Federal Department of Homeland Security/Federal Emergency Management Agency, and sub-granted through the State of California for the County of Kings. **[Reso.]**

C. **Sheriff's Office:**

Consider approving an Agreement with Microcorre Diagnostic Laboratory for the provision of forensic autopsy services. **[Agmt 20-038]**

D. **Administration:**

1. Consider:

- a. Approving the Medi-Cal County Inmate Program Participation Agreement 20-MCIPKINGS-16 with the California Department of Health Care Services for the Medi-Cal County Inmate Program effective July 1, 2020; and **[Agmt 20-039]**
- b. Approving the Medi-Cal County Inmate Program Agreement for Administrative Services 20-10222 with the California Department of Health Care Services for the term of July 1, 2020 through June 30, 2023. **[Agmt 20-040]**

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



V.

REGULAR AGENDA ITEMS

A. Department of Finance - James Erb/Rob Knudson

1. Consider adopting a Resolution establishing the appropriation limits for Fiscal Year 2020-2021. **[Reso 20-043]**

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

2. Consider introducing and waiving the first reading of an Ordinance establishing booking fees for Fiscal Year 2020-2021.

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

B. Fire Department - Clay Smith/Rick Levy

Consider:

- a. Accepting the donation of \$444,689 from Aquamarine Westside, LLC to purchase a 2020 HME Type III fire apparatus and related equipment; and
- b. Approving the purchase of a 2020 HME Type III fire apparatus and related equipment, with the funding donated by Aquamarine Westside, LLC for this purpose; and
- c. Approving the Agreement with HME, Incorporated for the purchase of a 2020 HME Type III fire apparatus; and **[Agmt 20-041]**
- d. Authorizing the Fire Chief to complete the California Department of Motor Vehicles transfer to the Kings County Fire Department.

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

C. Human Services Agency - Sanja Bugay/Monica Connor

Consider adopting a Resolution proclaiming the month of June 2020, as "Elder Abuse Awareness" month in Kings County. **[Reso 20-044]**

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

D. Department of Public Health - Edward Hill/Clarissa Ravelo

1. Consider retroactively approving the following agreements for the First 5 Children & Families Commission for Fiscal Year 2019-2020:
 - a. An Agreement with EMT Associates, Inc. for evaluation services; and
 - b. An Agreement with United Cerebral Palsy of Central California (Parent & Me) for School Readiness Initiative services; and
 - c. An Agreement with United Cerebral Palsy of Central California (Special Needs) for School Readiness Initiative services; and
 - d. An Agreement with Kings County Office of Education for Family Resource Center Initiative services; and
 - e. An Agreement with Kings County Office of Education for Early Learning Education services; and
 - f. An Agreement with Kings Community Action Organization for Family Resource Center Initiative services; and
 - g. An Agreement with Recreation Association of Corcoran for Family Resource Center Initiative services; and
 - h. An Agreement with West Hills Community College District for Family Resource Center Initiative services; and
 - i. An Agreement with Kings United Way for New Project Initiatives services.

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



E. Public Works Department - Kevin McAlister

1. Consider authorizing the Director of Public Works to sign concurrence forms for the applications filed by the California High Speed Rail Authority with the California Public Utilities Commission for any high speed rail work that intersects with County roads.

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

2. Consider approving the Plans and Specifications, and authorize the Public Works Department to advertise the Senate Bill - 1 Funded Kings County Roadway Improvement project.

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

F. Administration - Rebecca Campbell

Department of Public Health - Edward Hill

1. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State's roadmap for modifying the statewide order, the County's variance to the statewide order, and take action as necessary.

ACTION: THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN

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 Pedersen thanked our local law enforcement personnel who helped out in the pursuit of a suspect in Paso Robles in San Luis Obispo County and put their lives on the line everyday.

Supervisor Neves stated that he participated in the CalViva meeting on June 10, 2020, participated in the CalVans meeting on June 11, 2020, the Behavioral Health Advisory Committee meeting and the Homelessness Collaborative meeting on June 15, 2020.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **None**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Admin – Covid-19 update, Admin – ICS amended contract, Admin – Defense of the accused contract renewal, Public Works – Deferred improvement agreement for Cornerstone Community AOD Recovery systems, Inc., Behavioral Health - Mental Health Services act 3-year program & expenditure plan & annual update, Sheriff – Re-advertise bids for Operations Building, CDA – Non renewals of Williamson Act Land Management contract, Child Support – MOU with Child Support and Public Works, Child Support – Intra-County Plan of Cooperation between Child Support and IT, Admin – Proposed budget.**

VII. CLOSED SESSION

- ◆ **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

- Deputy Sheriff's Association

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

VIII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for June 23, 2020, at 9:00 a.m.



XI. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

FUTURE MEETINGS AND EVENTS

June 23	9:00 AM	Regular Meeting
June 30	9:00 AM	Regular Meeting
July 7	9:00 AM	Regular Meeting
July 14	9:00 AM	Regular Meeting
July 21	9:00 AM	Regular Meeting
July 28	9:00 AM	Regular Meeting
August 4	9:00 AM	Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Child Support Services – Marie Waite

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND KINGS COUNTY JOB TRAINING OFFICE

SUMMARY:

Overview:

The Department of Child Support Services (DCSS) has entered into a Memorandum of Understanding (MOU) with the Job Training Office (JTO) to establish an effective and efficient interdepartmental means of sharing information about Kings County DCSS Participants.

Recommendation:

Approve the Memorandum of Understanding between the Department of Child Support Services and the Job Training Office for sharing information about participants utilizing the Case Management System, CALJOBS.

Fiscal Impact:

The Department of Child Support Services is funded through reimbursement from intergovernmental revenue with 34% coming from the State and 66% from the Federal government. As a result, there will be no impact to the General Fund with this action.

The costs incurred are paid from Budget Unit 326000, account 91000 through 91013 and are reimbursed from JTO to DCSS each pay period, not to exceed \$142,029 in year one. The initial expenditure is included in the Requested budget for Fiscal Year 2020-2021.

(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.

**MEMORANDUM OF UNDERSTANDING BETWEEN KINGS COUNTY DEPARTMENT OF
CHILD SUPPORT SERVICES AND KINGS COUNTY JOB TRAINING OFFICE**

June 23, 2020

Page 2 of 2

BACKGROUND:

JTO is part of America's Job Centers of California's network, a collection of access points to match potential workers with available jobs, and assist workers to gain the skills needed to succeed in today's workplace. The MOU with the Job Training Office is being established as an effective and efficient interdepartmental means of sharing information about DCSS participants. The sharing of information will allow DCSS access to JTO's Case Management System, CalJOBS, for program follow-up. The purpose of this MOU is to safeguard such sharing of information and ensure the Participant's information remains confidential while allowing DCSS and JTO to effectively and efficiently maintain their caseloads.

The MOU between Department of Child Support Services and Job Training Office is in effect beginning June 29, 2020 and continue until July 1, 2023, unless sooner terminated.

Staff respectfully requests that your Board approve the MOU and authorize that it be signed by the Chairman.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KINGS COUNTY JOB TRAINING OFFICE
AND
KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between the Kings County Job Training Office (hereinafter referred to as "KCJTO") and the Kings County Department Child Support Services (hereinafter referred to as "KDCSS").

1. PURPOSE

The purpose of this MOU is to establish an effective and efficient interdepartmental MOU between KCJTO and KDCSS to share information about KDCSS Participants. The sharing of information will allow KDCSS access to KCJTO's Case Management System (herein referred to as "CalJOBS") for program follow-up. The purpose of this MOU is to safeguard such sharing of information and ensure the Participant's information remains confidential.

2. TERM

The term of this MOU shall commence on June 29, 2020 and continue until July 1, 2023, unless sooner terminated in accordance with section entitled "TERMINATION" as set forth elsewhere in this MOU.

3. SCOPE OF WORK

Parties agree to share information in KCJTO's CalJOBS system in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this MOU.

EXHIBIT A: CalJOBS System Access Request Form
EXHIBIT B: Personal Identifiable Information (Privacy Policy)

KCJTO RESPONSIBILITIES

- a. KCJTO shall provide KDCSS view only on-line access to the CalJOBS System as specified herein, on the condition that KCJTO receives from KDCSS a completed (i) CalJOBS System Access Request Form for every KDCSS employee that will have access and (ii) both parties agree to comply with Exhibit B.
- b. The appropriate level of access (view only) with CalJOBS System will be mutually agreed upon by KCJTO and KDCSS to ensure both parties' needs are met.

- c. KCJTO, via email, shall provide KDCSS with an electronic version of the CalJOBS System Access Request Form and Personal Identifiable Information (Privacy Policy).
- d. KCJTO will also provide KDCSS staff assigned to a joint KCJTO/KDCSS workgroup training in the following:
 - a. Overview of program eligibility (including supporting materials) for the following programs:
 - i. Youth;
 - ii. Adult; and,
 - iii. Dislocated Workers.
 - b. CalJOBS participant registration; and,
 - c. CalJOBS pre-application.
- e. KCJTO shall designate a single point of contact as a liaison with KDCSS to provide assistance as necessary. The single point of contact shall maintain regular communication with their KDCSS counterpart.

KDCSS RESPONSIBILITIES

- a. KDCSS shall request access to the CalJOBS Systems by providing with a complete (i) CalJOBS System Access Request Form and Personal Identifiable Information (Privacy Policy), for every new KDCSS employee that may require such access. KDCSS shall email completed forms to DWI's Program Manager.

Note: KDCSS should only access the customers that KDCSS referred to KCJTO, otherwise, KDCSS access to CalJOBS will be revoked.
- b. KDCSS shall refer participants to KCJTO Workforce Innovation and Opportunity Act services, if applicable.
- c. KDCSS shall designate a single point of contact as a liaison with KCJTO to provide assistance if necessary. The single point of contact shall maintain regular communication with their KCJTO counterpart.
- d. KDCSS shall provide to KCJTO written communication within five (5) business days upon an employee departure from employment with KDCSS or when employee's duties no longer require access to information on the CalJOBS System. This notice shall be in a CalJOBS System Access Request Form, and deliverable to the KCJTO single point of contact via e-mail.

4. COMPENSATION

In order to rapidly ramp up this program, KCJTO shall provide funding as available and contingent upon funding levels from federal/state/local allocations for two full time positions to be embedded in KDCSS with a total cost not to exceed \$142,029 for one year only. Funding is to start June 29, 2020, and will terminate the last pay period of fiscal year 2020-2021. Any additional funding would require further review and assessment beyond the initial one year period.

5. CONFIDENTIALITY

KDCSS shall maintain the confidentiality of information and records pertaining to individuals pursuant to the Workforce Innovation and Opportunity Act (WIOA) section 683.220 and Department of Labor Training and Employment Guidance Letter (TEGAL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information (PII)." KCJTO and KDCSS will share information pertaining to mutual Participants on a need to know basis and information shall be relevant to the services being provided.

In performance of this MOU, KCJTO will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur during the exchange of information between KDCSS and KCJTO. It is incumbent upon KCJTO to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon KCJTO to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. KCJTO will immediately, but no later than 24 hours, contact KDCSS upon identification of a possible issue involving FTI. KCJTO should not wait to conduct an internal investigation to determine if FTI was involved.

6. TERMINATION

This MOU, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

7. MODIFICATION

Notwithstanding any of the provision of this MOU, the parties may agree to amend this MOU. No alteration or variation of the term of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

8. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees, agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fee, or claim for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such legality, loss, expense, attorney's fee, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

9. NOTICES

All notices, requests, demands or other communication under this MOU shall be in writing and may be communicate via electronic mail. Notice shall be sufficiently given for all purpose if delivered via electronic mail.

10. ENTIRE AGREEMENT

This MOU and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this MOU or any part thereof shall have any validity or bind any of the parties hereto.

11. COUNTERPARTS

This MOU may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. This MOU shall be deemed executed when it has be signed by both parties.

Signatures on Next Page

SIGNATURES

KINGS COUNTY BOARD OF
SUPERVISORS

Signature

Print Name

Date

Title

KINGS COUNTY DEPARTMENT
OF CHILD SUPPORT SERVICES

Marie Waite

Signature
Marie Waite

Print Name
6/12/2020

Date
Director

Title

APPROVED AS LEGAL FORM
KINGS COUNTY COUNSEL

[Signature]

Signature
Carrie R. Woodley

Print Name
June 17, 2020

Date
Assistant County Counsel

Title

KINGS COUNTY JOB TRAINING
OFFICE

[Signature]

Signature
Gene Lippincott

Print Name
6/12/2020

Date
Director

Title

EXHIBIT "A"

CalJOBSSM System Access Request Form

KINGS COUNTY JOB TRAINING OFFICE

KNG

<i>Requested Accounts</i>	User 1	User 2	User 3
* <i>Type:</i> (Add/Change/Delete)	Add	Add	Add
* <i>First Name:</i>			
* <i>Last Name:</i>			
* <i>Subgrantee Name</i>			
* <i>Job Title:</i>			
* <i>ZIP:</i>			
* <i>County:</i>			
* <i>Email:</i>			
* <i>Phone:</i>			
* <i>Address</i>			
* <i>Position:</i>	<input type="checkbox"/> Supervisor <input type="checkbox"/> Staff	<input type="checkbox"/> Supervisor <input type="checkbox"/> Staff	<input type="checkbox"/> Supervisor <input type="checkbox"/> Staff
Requestor Information			
* <i>Requestor Name:</i>			
* <i>Requestor Email:</i>			
* <i>Phone Number:</i>			
* <i>Office Name:</i>			
* <i>CalJOBSSM Office ID:</i>			
	Requested Usernames and Passwords will be sent to Requestor by Email		

Return to: CalJOBS Operations Unit at caljobsadmin@edd.ca.gov

cc: **Regional Advisor / Project Manager email**

For assistance:

caljobsadmin@edd.ca.gov

916-653-0202

RETURN BY: _____

EXHIBIT "B"

March 7, 2019

Personal Identifiable Information Policy (Privacy Policy)

Policy: The Kings County Workforce Development Board (KCWDB) is committed to protecting privacy and uses systems/technology that provides a safe experience. This policy applies to the Kings County Job Training Office (JTO), web site and governs data collection and usage. Accessing the JTO Resource Center, website, or services, participants consent to the data practices described in this statement. Participants shall include job seekers and employers.

Password Protection

Unique passwords are used by employees to access client information in CalJOBS and/or the CalJOBS Customer Relations Management (CRM). Passwords are to be kept confidential and will not be shared with anyone but the Kings County CalJOBS Management Information Systems Administrator or Director/designee as necessary.

Collection of Personal Information

The Kings County Job Training Office collects personally identifiable information, such as e-mail address, name, home or work address or telephone number. JTO also collects anonymous demographic information, which is not unique to participants, such as ZIP code, age, gender. This information is used by the Job Training Office for the operation of the service, to maintain quality of service, and to provide general statistics regarding usage of services through JTO.

Security of Personal Information

The Kings County Job Training Office secures personal information from unauthorized access, use or disclosure. JTO secures the personally identifiable information provided on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure.

All client information submitted over the internet is protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Participant's social security numbers are stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. JTO may receive participant social security numbers or other confidential information in the course of business. An image of the social security card and other identifying documents may be contained in the participant's hard-copy file for the duration of enrollment plus any mandatory retention period (typically three to five years) after the last date of service, unless duration is specified in a contract. Some contracts may specify an initial retention period of up to five years after the last service.

If a subcontractor obtains confidential information as an agent of JTO, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information.

The Kings County Workforce Development Board will:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Kings County Job Training Office is managing the Federal/State award in compliance with Federal/State statutes, regulations, and the terms and conditions of the Federal award. These internal controls are in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Tread way Commission (COSO).
- (b) Comply with Federal/State statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor the subcontractor’s compliance with statute, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, and local laws regarding privacy and obligations of confidentiality.
- (f) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontracts.

References: Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, Proposed Rules Section 683.220.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Child Support Services – Marie Waite

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND KINGS COUNTY DEPARTMENT OF PUBLIC WORKS

SUMMARY:

Overview:

The Department of Child Support Services has annually entered into a Memorandum of Understanding (MOU) with the Department of Public Works. This MOU ensures that all delegated or contracted Title IV-D, Child Support and Establishment of Paternity functions are performed as prescribed by State and Federal Laws, regulations, and directives, per Plan of Cooperation (POC) between the Local Child Support Agency (LCSA) and the State of California Department of Child Support Services.

Recommendation:

Approve a Memorandum of Understanding between Department of Child Support Services and Department of Public Works to ensure that all delegated or contracted out Title IV-D functions are performed.

Fiscal Impact:

The Department of Child Support Services is completely funded through reimbursement from intergovernmental revenue with 34% coming from the state and 66% from the Federal government. As a result, there will be no impact to the General Fund with this action. The costs for Public Works services for Fiscal Year 2020-2021 have been submitted in the Proposed Budget, Budget Unit 326000, in the amount of \$8,500 for motor pool/fleet services and \$20,000 for janitorial cleaning and supplies. These figures are based on the forecast provided by Public Works, and are subject to change in the event of unexpected rate increases and needs for services.

(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

MEMORANDUM OF UNDERSTANDING BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND KINGS COUNTY DEPARTMENT OF PUBLIC WORKS

June 23, 2020

Page 2 of 2

BACKGROUND:

The MOU with Public Works has been established to provide a written agreement between the LCSA and Public Works to ensure that all delegated or contracted Title IV-D, Child Support and Paternity Establishment functions are performed as prescribed by State and Federal laws, regulations and directives, per the POC between the LCSA and the State of California Department of Child Support Services.

The MOU between Kings County Department of Child Support Services and Public Works is in effect beginning July 1, 2020 and may be extended beyond Fiscal Year 2020-2021 upon written approval of the LCSA and Public Works within 30 days of fiscal year end.

Staff respectfully requests that your Board approve the MOU and authorize that it be signed by the Chairman.

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

**Memorandum of Understanding
Kings County Public Works &
Kings County Department of Child Support Services**

This Memorandum of Understanding (hereinafter “MOU”) shall begin effective July 1, 2020, by and between Kings County Department of Child Support Services and Kings County Public Works Department (hereinafter called “Public Works”). For the purpose of clarity, the Kings County Department of Child Support Services will be referred to as Local Child Support Agency (hereinafter called “LCSA”).

LCSA and Public Works are departments of the County of Kings, and both are overseen by the Kings County Board of Supervisors. LCSA is funded by Federal and State government allocations with the responsibility of administering the Title IV-D Child Support Program for residents of Kings County. Public Works is funded by various Local, State, and Federal funding sources with various divisions in Kings County, including the Building Maintenance Division and Fleet Management Division. LCSA utilizes services provided by these two Public Works divisions to operate the Title IV-D Child Support Program.

The intent of this MOU is to provide a written cooperative agreement between the LCSA and Public Works to ensure that all delegated or contracted out Title IV-D functions are performed as prescribed by State and Federal laws, regulations, and directives, per the Plan of Cooperation (POC) between the LCSA and the State of California Department of Child Support Services. Particularly, section III, titled LCSA Program Responsibilities, Operations and Performance, listed under General Program Operations – Contracting to Perform Title IV-D Program Functions, Section 2, which states:

[W]hen delegating or contracting out Title IV-D activities to other county departments, public agencies or private vendors, the LCSA shall retain ultimate responsibility and accountability for such services under written cooperative agreements or contracts approved by the LCSA Director. The LCSA shall ensure all delegated or contracted out Title IV-D functions are performed as prescribed by State and Federal laws, regulations, directives, and the POC.

Therefore, the parties hereto mutually agree as follows:

PARAGRAPH 1: Public Works agrees to:

- A. Staff a janitor daily for up to 3 hours per day, Monday through Friday, excluding County observed holidays.
- B. Provide daily, weekly, and annual janitorial services per specifications in Exhibit A.
- C. Purchase supplies as needed and bill LCSA for actual costs. Additional fee will apply in all instances of after hours services related to deep cleaning carpets and wax/buff of flooring.
- D. Provide fuel, vehicle repairs, and vehicle maintenance for vehicles purchased with Title IV-D funding.

- E. Provide County motor pool services to LCSA on an as needed basis.
- F. Provide timely invoices by the 30th day following each quarter. To ensure the LCSA has sufficient data available to meet audit requirements, invoicing for actual costs will include the Name and Employee ID number, upon request.
- G. Provide budget forecasts for services prior to County budget submission deadlines.
- H. Provide services at a cost that is charged equally to all users in accordance with the countywide cost allocation plan and (OMB) Super Circular.
- I. Not disclose any child support and/or Internal Revenue Service (IRS) information that Public Works staff may inadvertently be exposed to during the performance of this MOU with the LCSA, as outlined in Exhibit E.

PARAGRAPH 2: LCSA agrees to:

- A. Provide payment to Public Works for these services limited to the maximum FY 2020-21 budgeted amounts of:
 - 1. \$ 8,500 for motor pool/fleet services.
 - 2. \$20,000 for janitorial cleaning and supplies.

These figures are based on the forecast provided by Public Works and are subject to change in the event of unexpected rate increases by Public Works. These figures are also contingent upon LCSA's funding sources and need for services.

- B. Maintain an accounting system and supporting fiscal records adequate to ensure that claims for Federal funds are in accordance with applicable Federal and State requirements. All expenditures, to be eligible for Federal Financial Participation, must be claimed as outlined in 45 CFR parts 74, 45 CFR 304, and Manual of Policies and Procedures Division 25.

PARAGRAPH 3: Term:

- A. This MOU commences on July 1, 2020, and may be extended beyond fiscal year 2020-2021 upon the written approval of the LCSA and Public Works within thirty days of fiscal year end.
- B. LCSA may, by written notice to Public Works, terminate the whole or any part of this agreement immediately if Public Works fails to perform the tasks called for under the terms of this Agreement.
- C. Public Works may, by written notice to the LCSA, terminate the whole or any part of this agreement immediately if the LCSA fails to perform the tasks called for under the terms of this Agreement.
- D. Either party may terminate this MOU with thirty days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this MOU hereto, upon the date first above written.

COUNTY OF KINGS

DATED: 6/12/2020

BY

Marie Waite

Marie Waite, Director
Kings County Department of Child Support Services

DATED: 6/11/20

BY

Kevin McAlister

Kevin McAlister, Director
Kings County Public Works Department

DATED: _____

BY

Doug Verboon, Chairman
Board of Supervisors

PL: 319742

Exhibit A

Services Required		Frequency					
		Daily	Weekly	Monthly	Quarterly	Annual	As Needed
Area / Item	Work Description						
General:							
Trash Containers	Empty & Line all containers	X					
Recycle Containers	Empty & Line all containers						X
Laminate Floors	Sweep, mop	X					
Ceramic Floors	Sweep, mop	X					
Carpet	Vacuum	X					
Doors/Frames	Spot wipe smudges		x	X			
Entrances / Offices:							
Light switches	Spot wipe smudges	X					
Walls	Spot wipe smudges			X			
Furniture	Dust/Wipe		X				
Entrances / Interview / Breakroom:							
Sinks	Clean/Wipe	X					
Countertops	Clean/Wipe	X					
Partition Glass	Clean/Wipe	X					
Ceiling	Remove cobwebs				X		
Janitor Storage Area	Clean/Maintain	X					
Restroom:							
Toilet Bowl	Clean, Sanitize, Polish	X					
Sinks	Clean, Sanitize, Polish	X					
Mirrors	Clean, Polish	X					
Restroom Fixtures	Clean, Polish	X					
Walls	Clean, Wipe		X				
Trash / Napkin Containers	Empty, Line, Clean, Sanitize	X					
Floors	Sweep, Mop	X					
Dispensers - Soap, Towel, Tissue	Fill, Clean, Sanitize	X					
Floor Drain	Seal, Clean						X
Other:							
Chairs	Wipe, Vacuum				X		
Floor Mats	Mop		X				
File Cabinets	Dust			X			
Air Vents	Dust						X
Baseboards	Clean/Wipe					X	
Deep Cleaning:							
Carpet	Shampoo					X	
Interior Windows	Clean/Wipe					X	
Flooring	Wax/Buff					X	

EXHIBIT E

INFORMATION SECURITY REQUIREMENTS

In the performance of this contract, the Kings County Public Works Department (herein referred to as "CONTRACTOR") will not disclose any child support and/or Internal Revenue Service (IRS) information they may inadvertently be exposed to during the performance of this contact with the Local Child Support Agency (LCSA), (herein referred to as "LCSA").

I. ADMINISTRATIVE SAFEGUARDS

1. **CONTACTS:** Information security contacts responsible for security and confidentiality responsibilities related to this agreement:

LCSA Information	Contractor Information
Kings County Local Child Support Office 312 W. 7 th St., Suite 201 Hanford, CA 93230 Phone: 559-852-2520 linda.warford@co.kings.ca.us	Kings County Public Works Department 1400 W. Lacey Blvd Hanford, CA 93230 Phone: 559-852-2700 kevin.mcalister@co.kings.ca.us

2. **DATA OWNERSHIP:** The LCSA will ensure all persons under this contract are not exposed to child support information in any form; this includes Federal Tax Information (FTI).
3. **INCIDENT REPORTING:** All unauthorized or suspected unauthorized access, uses and/or disclosures of information obtained under this agreement shall be thoroughly reviewed by each agency. Each agency shall comply with the incident reporting requirements in accordance with Civil Code Section 1798.29 and California State Administrative Manual section 5350 and DCSS Information Security Manual, Security Incident Management Standard, Section 3100. CONTRACTOR will immediately notify the LCSA of any information security breach involving information accessed or obtained under this agreement as soon as practical, but no more than one (1) hour after a security event is detected. The LCSA must notify the Department of Child Support Services, Information Security Office (ISO) at info.security@dcss.ca.gov or 916-464-5045, immediately.

II. PHYSICAL SECURITY SAFEGUARDS

1. **ACCESS AUTHORIZATION RECORDS:** Ensure all persons who enter the building where child support information is accessed and/or stored, sign in using the appropriate security logs.
2. **SECURE AREAS:** Ensure computer monitors, printers, hard copy printouts or any other forms of DCSS information are placed so that they may not be viewed by the public or other unauthorized persons as described in this contract.

III. INTERNAL REVENUE SERVICES SECURITY (IRS) RESTRICTIONS

The IRS requires the following security language for inclusion in service contracts with vendors with in advertent or incidental access to FTI, i.e. guards, janitors, process server.

1. In performance of this contract, the Contractor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)-1.
2. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
3. Timely notification of an unauthorized disclosure of FTI is the most important factor. The contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The contractor should not wait to conduct an internal investigation to determine if FTI was involved. Per IRS Publication, Section 10.4.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Child Support Services – Marie Waite

SUBJECT: INTRA-COUNTY PLAN OF COOPERATION BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND KINGS COUNTY INFORMATION TECHNOLOGY DEPARTMENT

SUMMARY:

Overview:

The Department of Child Support Services has annually entered into an Intra-County Plan of Cooperation (POC) with the Information Technology Department (IT). This plan outlines the responsibilities of both parties for securing financial support for minor children. The primary responsibility of IT is to maintain and monitor the computer system used by Child Support Services.

Recommendation:

Approve the Intra-County Plan of Cooperation between the Department of Child Support Services and the Information Technology Department

Fiscal Impact:

The Department of Child Support Services is 100% funded through reimbursement from intergovernmental revenue with 34% reimbursed by the state and 66% from the Federal (66%) government. As a result, there will be no impact to the General Fund with this action. The costs for IT services for fiscal year 20/21 have been submitted in the proposed budget, Budget Unit 326000, for \$183,793. With \$115,846 designated for IT and \$67,947 for Central Services/Purchasing/Phone System.

BACKGROUND:

The Intra-County POC with the Information Technology Department was established to outline the responsibilities and guidelines for securing child support for minor children. In this regard, IT has several

(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.

**INTRA-COUNTY PLAN OF COOPERATION BETWEEN KINGS COUNTY CHILD
SUPPORT SERVICES AND KINGS COUNTY INFORMATION TECHNOLOGY
DEPARTMENT**

June 23, 2020

Page 2 of 2

Responsibilities in monitoring and maintaining the computers and computer system used by Child Support Services. All child support information is considered confidential. IT maintains strict confidentiality controls over child support enforcement data files. IT additionally ensures office system and network support for the child support computer system. When necessary, IT will assign one of their staff to visit Child Support Services to solve any troubleshooting problems.

The Intra-County POC between the Kings County Department of Child Support Services and the Kings County Information Technology Department will be effective beginning July 1, 2020 and ending June 30, 2021.

Staff respectfully requests that your Board approve the Intra-County POC, and authorize the Chairman to sign it.

Intra-County POC has been reviewed and approved by County Counsel as to form.

INTRACOUNTY PLAN OF COOPERATION

I

PURPOSE

The following Intra-County Plan of Cooperation is entered into between the Department of Child Support Services and Department of Information Technology (hereinafter called IT) and approved by the Board of Supervisors on behalf of the County of Kings for the coordination of their respective efforts and delineation of responsibilities relating to the Title IV-D Program. For the purpose of clarity the Kings County Department of Child Support Services will be referred to as Local Child Support Agency (hereinafter called LCSA) throughout this Plan of Cooperation (hereinafter called Plan). The purpose of this Plan is to establish responsibilities and guidelines for an effective program for the securing of financial support for minor children, including, but not limited to, identification and location of absent parents, determination of paternity of children born out of wedlock, determination of the absent parent's ability to support their minor children, establishment of support obligations and enforcement of support obligations.

II

CONFIDENTIALITY

The use or disclosure of information concerning applicants and recipients will be limited to purposes directly connected with the administration of the State Plan for establishing paternity and establishing, enforcing, and modifying child support obligations pursuant to Federal and State Laws and regulations. This includes, but is not necessarily limited to, the release of information obtained in connection with establishing eligibility; determining amounts of assistance; identifying and locating putative or deserting parents; establishing paternity; enforcing support obligations; investigating welfare fraud; and any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of the State Plan. No information which identifies any applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body. IT is responsible for safeguarding all information in accordance with 45 CFR section 303.21, 45 CFR section 303.70, and 26 U.S.C. section 6103 (p) (4).

III

STANDARDS

The parties to this Plan shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible under the State Plan or this Plan. In addition, the parties must meet the standards for program operations in accordance with 45 CFR sections 302 through 303.109, inclusive.

IV

RESPONSIBILITIES

The LCSA may enter into cooperative arrangements with other county departments as necessary to carry out the responsibilities imposed by the State Plan. When such a delegation of duties is made, the LCSA shall be responsible and accountable for the execution of such duties within the county and shall ensure that all such functions are being carried out properly, efficiently, and effectively.

Both parties to this Plan agree to comply with Title IV-D of the Social Security Act, implementing regulations and all Federal and State regulations and requirements promulgated thereunder.

The LCSA shall have the following responsibilities:

1. LCSA will coordinate with IT a yearly budget estimate of data processing requirements for which LCSA can reasonably project a need during that year.
2. LCSA agrees to hold IT harmless for failure to provide services due to circumstances beyond IT's control, provided that data processing service to LCSA will be made on a best effort basis by IT. IT shall, however, to the extent feasible and possible, attempt to obtain backup computer support from state or other sources in the event of prolonged equipment failure to enable it to meet it's commitment to LCSA.
3. LCSA will have the authority, to the extent necessary to meet its responsibilities, to request available technical assistance from IT in planning, developing, installing, and operating Child Support Enforcement program systems.

The Kings County Information Technology Department shall have the following responsibilities:

1. Cooperate and coordinate efforts with LCSA personnel as requested in order to provide for continued smooth, effective operations.

Other purchases of service priorities of either a continuing or special nature should not disrupt the schedule or due dates.

2. Service and rate schedules for State Fiscal Year 2020-21 are shown below and include:

Office System Support
Network Support
Network Applications
E-mail
County Web System
Service Desk System

IT TOTAL \$115,846

Central Services:

Postage/Mail Handling \$ 34,986

Print Shop \$ 1,821

Purchasing \$ 2,963

Phone System: \$ 28,177

Total Information Technology Costs: \$183,793

- a. Billings for services performed by IT Department, including System Support shall be provided to LCSA not less than monthly. Billing will be based upon a mutually agreed cost allocation that will apply equally to all other agencies and customers of IT. Billings will be submitted in the form of an itemized invoice.

Billings shall show summary charges, unless detail charges are requested, for each service performed, elapsed computer time, personnel handling, keying, or any other services for which costs incurred will be reimbursed under this Plan. LCSA will pay all costs for services rendered under this Plan in accordance with county rules and regulations. In the event of contested billings, both parties to this Plan shall enter into discussions to resolve existing or alleged differences.

- b. All service requests will be documented using IT's Service Desk request tracking system. The majority of service requests will be handled through the IT help desk using remote access software tools. Additionally, onsite support will be provided by IT when deemed necessary by IT or the LCSA.

All direct costs shall be supported by documentation identifying the service or support provided. For all labor components of service not covered in IT's standard service rates, time study information will be provided by IT to the LCSA with the monthly billing in order to qualify for reimbursement through the Budget Expenditure Claiming Application.

All direct costs relating to training IT staff, which is initiated by the LCSA and required for IT to provide required services, will be absorbed by the LCSA.

All IT Help Desk staff will participate in the annual mandatory Security Awareness for Everyone (SAFE) training. A hard copy or email of the certificate will be forwarded to the LCSA for documentation of completion.

3. All payments made to IT are subject to state and federal audit. Any portion of payment made to IT determined by audit to be ineligible for federal reimbursement shall be resolved between LCSA and the state or federal agency involved.
4. IT will assign staff most knowledgeable in LCSA applications within IT staffing limitations.
5. In the event of a rate change by IT, a separate rate schedule providing the new rates will be submitted promptly to LCSA. The new rate schedule will become an addendum to this Plan and in no way change the validity of said Plan.
6. IT will distribute overhead costs that cannot be directly charged under this agreement in accordance with approved state cost allocation plans.
7. IT shall maintain strict confidentiality controls over Child Support Enforcement data files. Information in the computer system as well as access, use, and disposal will be in accordance with the provision of 45 CFR section 205.05. The use or disclosure of information concerning the applicants and recipients of child support services shall require LCSA approval and shall be limited to persons directly connected with IT administrative and data processing functions.
8. IT shall, within resource limitations, produce end products (i.e., computer output) of such quality, accuracy, and completeness as to meet documented State and Federal requirements in so far as the input provided by LCSA is accurate and complete.
9. IT shall, in conjunction with LCSA, obtain prior approval from the State Department of Child Support Services before acquiring services or equipment that is used primarily for child support enforcement program. IT will comply with 45 CFR section 95.600 *et seq.* and 45 CFR sections 74.4 through 74.48, inclusive, in conducting procurements.
10. IT is an equal opportunity employer. IT shall not discriminate against employees on the basis of their race, sex, religion or age.

V

FINANCIAL PROVISIONS

The LCSA shall maintain an accounting system and supporting fiscal records adequate to ensure that claims for Federal funds are in accordance with applicable Federal and State requirements. All expenditures, to be eligible for Federal Financial Participation must be claimed as outlined in 45 CFR sections 304.1 through 304.95, inclusive and Manual of Policies and Procedures division 25.

VI

TERM

This Plan shall begin effective July 1, 2020, and end effective June 30, 2021. It shall be renewed upon the same terms for additional periods of 12 months contingent upon written agreement of both parties. Amendments may be made at any time including during renewal negotiations and shall be incorporated into this Plan through a writing signed by all parties.

Should IT be found deficient in any aspects of performance under this Plan or fail to perform under the agreed standards, IT will have the responsibility of submitting a proposed corrective action plan to LCSA. The corrective action plan shall identify specific action to be taken to correct the deficient performance areas and be submitted within 45 days after notification of the deficiencies. Should IT fail to present a corrective action plan as required or fail to take appropriate corrective action, this Plan will automatically terminate.

VII

GENERAL PROVISIONS

All records and documentation shall be maintained in accordance with Federal and State requirements and shall be made available to State and Federal personnel for the purpose of conducting audits of the program.

Exhibit A outlines further safeguarding procedures now required by Federal guidelines. Exhibit A is incorporated into this Plan by this reference as though fully set forth. IT is designated as "contractor" and the LCSA is designated as agency in Exhibit A.

Marie Waite 6-12-2020

Marie Waite Date
Director
Department of Child Support Services

John Devlin 6-11-2020

John Devlin Date
Chief Information Officer
Information Technology
Department

Approved By: County of Kings

By: Doug Verboon, Chairman
Kings County Board of Supervisors

Attest:

Catherine Venturella
Clerk of the Board

EXHIBIT A
(Original contract language as outlined in Exhibit 7, IRS Publication 1075)

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Community Development Agency- Greg Gatzka/Alex Hernandez

SUBJECT: AGREEMENTS BETWEEN FOSTER FARMS, LLC AND THE COUNTY OF KINGS FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

SUMMARY:

Overview:

Five (5) agreements for Indemnification and Reimbursement for Extraordinary Costs between Foster Farms, LLC. and the County of Kings for Conditional Use Permits Nos. 20-03, 20-04, 20-05, 20-06, 20-07. The County enters into these agreements to allow staff time and extraordinary costs that relate to these projects to be reimbursed.

Recommendation:

Approve five (5) Agreements of Indemnification and Reimbursement of Extraordinary Costs between Foster Farms, LLC. and the County of Kings dated May 28, 2020.

Fiscal Impact:

None to the General Fund. The Indemnification and Reimbursement agreements allow the County to charge for extraordinary costs (i.e. staff time, county counsel review etc.) that relate to these projects so it doesn't impact the General Fund.

BACKGROUND:

Foster Farms, LLC. applied for five conditional use permits (CUP No. 20-03, 20-04, 20-05, 20-06, 20-07) on May 6, 2020 for an expansion of five existing poultry farms located in Kings County ("the Project"). The environmental document for the Conditional Use Permits is in the process of review and revision. Authorization of the Indemnification and Reimbursement for Extraordinary Costs Agreement between FOSTER FARMS, LLC. and the County will put the financial responsibilities and liability for costs that has and will occur during the Project solely upon FOSTER FARMS, LLC. which includes, but is not limited to, the California Environmental Quality Act (CEQA) process and the Conditional Use Permit approval process for the Project.

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.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND Foster Farms, LLC FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 28th day of May, 2020 by and between Foster Farms, LLC (collectively referred to herein as “Applicant”) and the County of Kings, a political subdivision of the State of California (hereinafter referred to as “County”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Applicant has applied to the County for a conditional use permit for a Poultry Farm (CUP 20-03) located at 43501 6th Ave, Corcoran APN: 046-270-004 & 035 (hereinafter referred to as the “Project”); and

WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Conditions to the Project Approval and Processing. The processing of Project documents by County and the effectiveness of all approvals, permits and consents for the Project by the County are expressly conditioned upon performance by Applicant of the following terms and conditions:

1.1. Full performance of all conditions imposed in connection with the applicable Project or the Project review.

1.2. Full compliance with the terms, conditions, provisions and requirements of the Project review process.

1.3. Posting of all applicable fees for CEQA review required by the provisions of California Fish & Game Code section 711.4, which at the time of execution of this Agreement are in the amount of \$2,406.75 for a negative declaration and \$3,343.25 for an environmental impact report.

1.4. Full performance of the terms and conditions of this Agreement.

1.5. Compliance with all required mitigation measures of an approved CEQA environmental document for the Project.

1.6. Payment of all deposits, if required by the County, for fulfillment of any of the above-described terms and conditions.

1.7. Timely payment by Applicant of all amounts invoiced by County under Section 6 below and of all demands made by County for deposit of funds under Section 7 below.

2. Obligation for Extraordinary Costs. In the event the Project requires, or appears likely to require, processing in excess of ordinary time and resource allocation, additional fees will be charged to cover the costs of such extraordinary processing (hereinafter referred to as "Extraordinary Costs"). Applicant shall be responsible for all Extraordinary Costs in connection with Project processing and all necessary environmental review processing and for all Extraordinary Costs associated with Project preparation, review, and approval and all litigation arising therefrom. In the event that Applicant refuses to make deposits or to pay amounts incurred and invoiced for such Extraordinary Costs, the County may terminate the Project processing and may recover from Applicant the costs incurred.

3. Extraordinary Events. The following are examples of Extraordinary Events which shall give rise to Applicant's obligation to pay for Extraordinary Costs under the terms of this Agreement:

3.1. Incomplete or inaccurate information provided by Applicant.

3.2. A change in the Project scope by means of an amendment, correction or similar circumstance.

3.3. Significant opposition to the Project by any person, group, organization or entity.

3.4. Any appeal of a Project decision.

3.5. Non-compliance in whole or in part by Applicant with a condition of Project approval.

3.6. Significant delays in processing the Project caused by Applicant or Applicant's agents.

3.7. Unique, novel or irregular demands or requests by Applicant.

3.8. Litigation involving or challenging the Project, or arising in any way from the Project's consideration, review, negotiation or approval by County.

3.9. Other circumstances or events outside of the County's control that significantly increase the workload of County staff to process the Project.

3.10. Preparation of an environmental impact report or mitigated negative declaration under CEQA, including all costs of outside consultants and legal counsel employed by County or Applicant for the preparation of such environmental documents.

The determination by County that an Extraordinary Event has occurred and that Applicant shall thereafter be responsible for the payment of Extraordinary Costs shall be in the sole and absolute discretion of County.

4. Charging for Extraordinary Costs. County shall charge Applicant for Extraordinary Costs as hereinafter set forth. Applicant shall pay for all Extraordinary Costs either through the Deposit Process described in Section 7 below, or as and when invoiced by County, under the Invoice Process described in Section 6 below. The determination as to whether to utilize the Deposit Process or the Invoice Process shall be at the sole and absolute discretion of the County, after consultation with Applicant.

4.1. Extraordinary Cost Schedule. Extraordinary Costs shall include, but shall not be limited to, the following and shall be billed by County as set forth below:

4.1.1. All damages, costs and/or attorneys' fees awarded against County, or any of County's officers, agents, employees or representatives, or against Applicant by a court in the course of litigation challenging the Project.

4.1.2. Costs incurred in preparation of CEQA documents by Consultants and outside counsel.

4.1.3. Costs incurred by County Staff, Consultants, County Counsel and outside counsel employed by County to defend litigation filed against the County and/or

Applicant arising out of, purporting to arise out of, or relating in any manner to the Project approval process and/or the CEQA process for the project.

4.2. Rates for Charges. The rates at which Applicant shall be billed for Extraordinary Costs shall be as follows:

Planning Staff	Gross salary per hour of each employee x hours Billed.
County Counsel	Gross salary per hour of each employee x hours Billed.
County Counsel Staff	Gross salary per hour of each employee x hours Billed.
Special Counsel	As billed to County.
Consultants	As billed to County.
Other Costs	As authorized by County Ordinance or Resolution.

Extraordinary Costs shall also include the total dollar amount of all other County Department employees' time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County to such individual employees), all fees and costs charged by outside consultants and Project personnel, and all amounts expended by County for photocopies, telephone calls, facsimile charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other direct costs incurred or expended by the County in connection with the Project.

As used herein, "gross salary" means a County employee's standard cost recovery billing rate, which includes salary, benefits, and a proportionate share of office overhead.

5. Notice of Extraordinary Event. In the event that one or more Extraordinary Events arises, or is reasonably foreseen to arise, the Director of the Kings County Community Development Agency (the "Director" and the "Agency" respectively) shall after consultation with Applicant give written notice thereof to Applicant together with either a request for deposit of Extraordinary Costs or a statement that the County intends to utilize the Invoice Process described in Section 6 below. Deposits shall be made as set forth in this Section and in Section 7 below.

5.1. Submission of Initial Deposit. Upon receipt of a Notice of Extraordinary Event which demands deposit, Applicant shall within ten (10) days deposit the sums requested in the Notice. Failure to comply with a deposit demand shall be governed by Subsection 7.6 below.

5.2. Obligation After Deposit. In the event Applicant decides to proceed with the application and makes the initial deposit as requested, the County shall proceed with

processing the Project, and Applicant shall thereafter be responsible for all Extraordinary Costs incurred, whether or not the latter are covered by or included in the Initial Deposit.

6. Invoices. As an alternative to the Deposit Process described in Sections 5 and 7 herein, County may in its sole and absolute discretion determine that it will directly invoice Applicant in arrears for Extraordinary Costs. County shall invoice Applicant for such costs within thirty days of County's receipt of invoice therefor, or, in the case of such costs for which an invoice would not ordinarily be submitted to County, within thirty days of the last day of the month in which such costs are actually incurred. Applicant agrees to make payment to County for such invoiced amounts within thirty days of the date on which County places the invoice in the mail to Applicant addressed as specified in Section 25.

7. Deposits. Deposits shall be made by Applicant and handled by County pursuant to the terms of this Section. All Deposits made by Applicant shall be deposited in an interest bearing account, and all interest shall accrue to the account of Applicant. Interest amounts shall either be applied to the payment of Extraordinary Costs or shall be credited to Applicant to be ultimately returned pursuant to the provisions of Subsection 7.7 below at the conclusion of the Project.

7.1. Initial Deposit. Applicant shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "County of Kings" as set forth in Section 5.1 above.

7.2. Incremental Deposits. The County may request deposits in advance of expenditures or obligations for expenditures. Depending on the nature and size of the project, and except for requests for deposit on consulting or outside legal service Projects, individual deposit requests shall generally not exceed \$100,000.

7.3. Additional Deposits. If the deposit or any increase therein is inadequate to pay for costs actually incurred by the County, Applicant will be notified of the need to supplement the deposit. Applicant shall make payments of additional deposits within thirty days of receipt of notice of the need to supplement the deposit. Further deposit will be required in the full amount of any Project or Projects for consulting services. Any request for Applicant to make deposit to the County must be made in writing and mailed, emailed or telefaxed to Applicant, in accord with "Notices" set forth in Section 25.

7.4. Use of Deposits. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. County may use the Initial Deposit funds and all future deposit funds to cover all Extraordinary Costs, including qualifying expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by Applicant.

7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or “detail of billings” pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency’s normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the withdrawal is approved by the Planning Commission or the Board of Supervisors, whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further

action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

10. Indemnification. Applicant shall indemnify, defend and hold the County, its officers, agents, and employees harmless from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all Extraordinary Costs as defined herein and all direct and administrative costs, attorneys' fees, including, but not limited to county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including, but not limited to, notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and Applicant shall make a deposit in the amount requested by the Director in the initial amount which shall not exceed fifty thousand dollars (\$50,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to Applicant by warrant made payable to Applicant as they mutually advise in writing. Any special counsel hired to defend County under the provisions of this Agreement must be approved by the Board of Supervisors. The litigation deposit, provided for under the provisions of this Section, are additional to and supplemental to any other deposit or deposits required under the terms of this Agreement. It is intended as security only and it is in no way intended to limit, and shall not be construed to limit, the obligations of Applicant to fully reimburse County for all Extraordinary Costs.

11. Bonding Requirement. If the County determines that an additional Reimbursement Agreement and/or an Indemnification Agreement is required for litigation, the Applicant will be required to provide a bond in an amount sufficient to remedy any failure of the Applicant to provide the County with required reimbursements for the extraordinary cost of the application review and processing under the terms of the Reimbursement Agreement and to ensure that the Applicant's indemnification of the County is sufficient to protect the public interest in case of challenges to the process or action of the County related to the project under the Indemnification Agreement. The form, nature and amount of the bond and/or bonds required under the terms of these provisions shall be determined

by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

13. Assignment. This Agreement constitutes a contract for personal services and neither party shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

14. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes the entire agreement of the parties relating to the subject matter hereof. Unless set forth herein, neither party shall be liable for any representations made express or implied.

15. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

16. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief which such party may be entitled.

17. Rules of Construction. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.1. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.2. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.3. Mandatory and Permissive. The terms "shall" and "will" and "agrees" are mandatory. "May" is permissive.

17.4. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

17.5 Ambiguities Not Construed Against Drafter. This Agreement represents the contributions of both parties, who each have the ability to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

18. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which it is given.

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

21. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Jurisdiction and Venue. It is agreed by the parties hereto that unless otherwise expressly waived by them in writing, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California, notwithstanding Code of Civil Procedure section 394.

24. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

To County:
Chairman, Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
Justin Kosta
Foster Farms, LLC
1333 Swan Street, P.O. Box 831
Livingston, California 95334

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

With a copy to Applicant's Consultant:

26. Incorporation of Exhibits. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

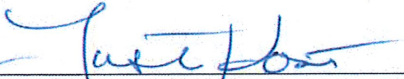
27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties and is effective as of the date and year first set forth above.

APPLICANT

Date: 5/20/2020


DIRECTOR, ENVIRONMENTAL AFFAIRS


COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:


Diane Walker Freeman, Deputy
County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND Foster Farms, LLC FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 28th day of May, 2020 by and between Foster Farms, LLC (collectively referred to herein as “Applicant”) and the County of Kings, a political subdivision of the State of California (hereinafter referred to as “County”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Applicant has applied to the County for a conditional use permit for a Poultry Farm (CUP 20-04) located at 17432 18th Ave, Lemoore APN: 026-060-007 (hereinafter referred to as the “Project”); and

WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Conditions to the Project Approval and Processing. The processing of Project documents by County and the effectiveness of all approvals, permits and consents for the Project by the County are expressly conditioned upon performance by Applicant of the following terms and conditions:

1.1. Full performance of all conditions imposed in connection with the applicable Project or the Project review.

1.2. Full compliance with the terms, conditions, provisions and requirements of the Project review process.

1.3. Posting of all applicable fees for CEQA review required by the provisions of California Fish & Game Code section 711.4, which at the time of execution of this Agreement are in the amount of \$2,406.75 for a negative declaration and \$3,343.25 for an environmental impact report.

1.4. Full performance of the terms and conditions of this Agreement.

1.5. Compliance with all required mitigation measures of an approved CEQA environmental document for the Project.

1.6. Payment of all deposits, if required by the County, for fulfillment of any of the above-described terms and conditions.

1.7. Timely payment by Applicant of all amounts invoiced by County under Section 6 below and of all demands made by County for deposit of funds under Section 7 below.

2. Obligation for Extraordinary Costs. In the event the Project requires, or appears likely to require, processing in excess of ordinary time and resource allocation, additional fees will be charged to cover the costs of such extraordinary processing (hereinafter referred to as “Extraordinary Costs”). Applicant shall be responsible for all Extraordinary Costs in connection with Project processing and all necessary environmental review processing and for all Extraordinary Costs associated with Project preparation, review, and approval and all litigation arising therefrom. In the event that Applicant refuses to make deposits or to pay amounts incurred and invoiced for such Extraordinary Costs, the County may terminate the Project processing and may recover from Applicant the costs incurred.

3. Extraordinary Events. The following are examples of Extraordinary Events which shall give rise to Applicant's obligation to pay for Extraordinary Costs under the terms of this Agreement:

3.1. Incomplete or inaccurate information provided by Applicant.

3.2. A change in the Project scope by means of an amendment, correction or similar circumstance.

3.3. Significant opposition to the Project by any person, group, organization or entity.

3.4. Any appeal of a Project decision.

3.5. Non-compliance in whole or in part by Applicant with a condition of Project approval.

3.6. Significant delays in processing the Project caused by Applicant or Applicant's agents.

3.7. Unique, novel or irregular demands or requests by Applicant.

3.8. Litigation involving or challenging the Project, or arising in any way from the Project's consideration, review, negotiation or approval by County.

3.9. Other circumstances or events outside of the County's control that significantly increase the workload of County staff to process the Project.

3.10. Preparation of an environmental impact report or mitigated negative declaration under CEQA, including all costs of outside consultants and legal counsel employed by County or Applicant for the preparation of such environmental documents.

The determination by County that an Extraordinary Event has occurred and that Applicant shall thereafter be responsible for the payment of Extraordinary Costs shall be in the sole and absolute discretion of County.

4. Charging for Extraordinary Costs. County shall charge Applicant for Extraordinary Costs as hereinafter set forth. Applicant shall pay for all Extraordinary Costs either through the Deposit Process described in Section 7 below, or as and when invoiced by County, under the Invoice Process described in Section 6 below. The determination as to whether to utilize the Deposit Process or the Invoice Process shall be at the sole and absolute discretion of the County, after consultation with Applicant.

4.1. Extraordinary Cost Schedule. Extraordinary Costs shall include, but shall not be limited to, the following and shall be billed by County as set forth below:

4.1.1. All damages, costs and/or attorneys' fees awarded against County, or any of County's officers, agents, employees or representatives, or against Applicant by a court in the course of litigation challenging the Project.

4.1.2. Costs incurred in preparation of CEQA documents by Consultants and outside counsel.

4.1.3. Costs incurred by County Staff, Consultants, County Counsel and outside counsel employed by County to defend litigation filed against the County and/or

Applicant arising out of, purporting to arise out of, or relating in any manner to the Project approval process and/or the CEQA process for the project.

4.2. Rates for Charges. The rates at which Applicant shall be billed for Extraordinary Costs shall be as follows:

Planning Staff	Gross salary per hour of each employee x hours Billed.
County Counsel	Gross salary per hour of each employee x hours Billed.
County Counsel Staff	Gross salary per hour of each employee x hours Billed.
Special Counsel	As billed to County.
Consultants	As billed to County.
Other Costs	As authorized by County Ordinance or Resolution.

Extraordinary Costs shall also include the total dollar amount of all other County Department employees' time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County to such individual employees), all fees and costs charged by outside consultants and Project personnel, and all amounts expended by County for photocopies, telephone calls, facsimile charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other direct costs incurred or expended by the County in connection with the Project.

As used herein, "gross salary" means a County employee's standard cost recovery billing rate, which includes salary, benefits, and a proportionate share of office overhead.

5. Notice of Extraordinary Event. In the event that one or more Extraordinary Events arises, or is reasonably foreseen to arise, the Director of the Kings County Community Development Agency (the "Director" and the "Agency" respectively) shall after consultation with Applicant give written notice thereof to Applicant together with either a request for deposit of Extraordinary Costs or a statement that the County intends to utilize the Invoice Process described in Section 6 below. Deposits shall be made as set forth in this Section and in Section 7 below.

5.1. Submission of Initial Deposit. Upon receipt of a Notice of Extraordinary Event which demands deposit, Applicant shall within ten (10) days deposit the sums requested in the Notice. Failure to comply with a deposit demand shall be governed by Subsection 7.6 below.

5.2. Obligation After Deposit. In the event Applicant decides to proceed with the application and makes the initial deposit as requested, the County shall proceed with

processing the Project, and Applicant shall thereafter be responsible for all Extraordinary Costs incurred, whether or not the latter are covered by or included in the Initial Deposit.

6. Invoices. As an alternative to the Deposit Process described in Sections 5 and 7 herein, County may in its sole and absolute discretion determine that it will directly invoice Applicant in arrears for Extraordinary Costs. County shall invoice Applicant for such costs within thirty days of County's receipt of invoice therefor, or, in the case of such costs for which an invoice would not ordinarily be submitted to County, within thirty days of the last day of the month in which such costs are actually incurred. Applicant agrees to make payment to County for such invoiced amounts within thirty days of the date on which County places the invoice in the mail to Applicant addressed as specified in Section 25.

7. Deposits. Deposits shall be made by Applicant and handled by County pursuant to the terms of this Section. All Deposits made by Applicant shall be deposited in an interest bearing account, and all interest shall accrue to the account of Applicant. Interest amounts shall either be applied to the payment of Extraordinary Costs or shall be credited to Applicant to be ultimately returned pursuant to the provisions of Subsection 7.7 below at the conclusion of the Project.

7.1. Initial Deposit. Applicant shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "County of Kings" as set forth in Section 5.1 above.

7.2. Incremental Deposits. The County may request deposits in advance of expenditures or obligations for expenditures. Depending on the nature and size of the project, and except for requests for deposit on consulting or outside legal service Projects, individual deposit requests shall generally not exceed \$100,000.

7.3. Additional Deposits. If the deposit or any increase therein is inadequate to pay for costs actually incurred by the County, Applicant will be notified of the need to supplement the deposit. Applicant shall make payments of additional deposits within thirty days of receipt of notice of the need to supplement the deposit. Further deposit will be required in the full amount of any Project or Projects for consulting services. Any request for Applicant to make deposit to the County must be made in writing and mailed, emailed or telefaxed to Applicant, in accord with "Notices" set forth in Section 25.

7.4. Use of Deposits. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. County may use the Initial Deposit funds and all future deposit funds to cover all Extraordinary Costs, including qualifying expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by Applicant.

7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or “detail of billings” pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency’s normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the withdrawal is approved by the Planning Commission or the Board of Supervisors, whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further

action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

10. Indemnification. Applicant shall indemnify, defend and hold the County, its officers, agents, and employees harmless from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all Extraordinary Costs as defined herein and all direct and administrative costs, attorneys' fees, including, but not limited to county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including, but not limited to, notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and Applicant shall make a deposit in the amount requested by the Director in the initial amount which shall not exceed fifty thousand dollars (\$50,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to Applicant by warrant made payable to Applicant as they mutually advise in writing. Any special counsel hired to defend County under the provisions of this Agreement must be approved by the Board of Supervisors. The litigation deposit, provided for under the provisions of this Section, are additional to and supplemental to any other deposit or deposits required under the terms of this Agreement. It is intended as security only and it is in no way intended to limit, and shall not be construed to limit, the obligations of Applicant to fully reimburse County for all Extraordinary Costs.

11. Bonding Requirement. If the County determines that an additional Reimbursement Agreement and/or an Indemnification Agreement is required for litigation, the Applicant will be required to provide a bond in an amount sufficient to remedy any failure of the Applicant to provide the County with required reimbursements for the extraordinary cost of the application review and processing under the terms of the Reimbursement Agreement and to ensure that the Applicant's indemnification of the County is sufficient to protect the public interest in case of challenges to the process or action of the County related to the project under the Indemnification Agreement. The form, nature and amount of the bond and/or bonds required under the terms of these provisions shall be determined

by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

13. Assignment. This Agreement constitutes a contract for personal services and neither party shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

14. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes the entire agreement of the parties relating to the subject matter hereof. Unless set forth herein, neither party shall be liable for any representations made express or implied.

15. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

16. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief which such party may be entitled.

17. Rules of Construction. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.1. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.2. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.3. Mandatory and Permissive. The terms "shall" and "will" and "agrees" are mandatory. "May" is permissive.

17.4. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

17.5 Ambiguities Not Construed Against Drafter. This Agreement represents the contributions of both parties, who each have the ability to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

18. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which it is given.

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

21. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Jurisdiction and Venue. It is agreed by the parties hereto that unless otherwise expressly waived by them in writing, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California, notwithstanding Code of Civil Procedure section 394.

24. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

To County:
Chairman, Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
Justin Kosta
Foster Farms, LLC
1333 Swan Street, P.O. Box 831
Livingston, California 95334

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

With a copy to Applicant's Consultant:

26. Incorporation of Exhibits. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

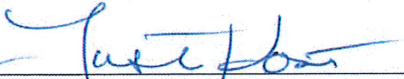
27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties and is effective as of the date and year first set forth above.

APPLICANT

Date: 5/20/2020


DIRECTOR, ENVIRONMENTAL AFFAIRS


COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:


Diane Walker Freeman, Deputy
County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board

AGREEMENT NO. _____

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AND Foster Farms, LLC FOR INDEMNIFICATION AND
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WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

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7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or “detail of billings” pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency's normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the withdrawal is approved by the Planning Commission or the Board of Supervisors, whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further

action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

10. Indemnification. Applicant shall indemnify, defend and hold the County, its officers, agents, and employees harmless from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all Extraordinary Costs as defined herein and all direct and administrative costs, attorneys' fees, including, but not limited to county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including, but not limited to, notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and Applicant shall make a deposit in the amount requested by the Director in the initial amount which shall not exceed fifty thousand dollars (\$50,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to Applicant by warrant made payable to Applicant as they mutually advise in writing. Any special counsel hired to defend County under the provisions of this Agreement must be approved by the Board of Supervisors. The litigation deposit, provided for under the provisions of this Section, are additional to and supplemental to any other deposit or deposits required under the terms of this Agreement. It is intended as security only and it is in no way intended to limit, and shall not be construed to limit, the obligations of Applicant to fully reimburse County for all Extraordinary Costs.

11. Bonding Requirement. If the County determines that an additional Reimbursement Agreement and/or an Indemnification Agreement is required for litigation, the Applicant will be required to provide a bond in an amount sufficient to remedy any failure of the Applicant to provide the County with required reimbursements for the extraordinary cost of the application review and processing under the terms of the Reimbursement Agreement and to ensure that the Applicant's indemnification of the County is sufficient to protect the public interest in case of challenges to the process or action of the County related to the project under the Indemnification Agreement. The form, nature and amount of the bond and/or bonds required under the terms of these

provisions shall be determined by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

13. Assignment. This Agreement constitutes a contract for personal services and neither party shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

14. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes the entire agreement of the parties relating to the subject matter hereof. Unless set forth herein, neither party shall be liable for any representations made express or implied.

15. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

16. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief which such party may be entitled.

17. Rules of Construction. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.1. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.2. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.3. Mandatory and Permissive. The terms "shall" and "will" and "agrees" are mandatory. "May" is permissive.

17.4. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

17.5 Ambiguities Not Construed Against Drafter. This Agreement represents the contributions of both parties, who each have the ability to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

18. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which it is given.

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

21. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Jurisdiction and Venue. It is agreed by the parties hereto that unless otherwise expressly waived by them in writing, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California, notwithstanding Code of Civil Procedure section 394.

24. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

To County:
Chairman, Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
Justin Kosta
Foster Farms, LLC
1333 Swan Street, P.O. Box 831
Livingston, California 95334

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

With a copy to Applicant's Consultant:

26. Incorporation of Exhibits. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

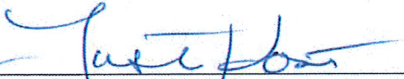
27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties and is effective as of the date and year first set forth above.

APPLICANT

Date: 5/20/2020


DIRECTOR, ENVIRONMENTAL AFFAIRS


COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:


Diane Walker Freeman, Deputy
County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND Foster Farms, LLC FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 28th day of May, 2020 by and between Foster Farms, LLC (collectively referred to herein as “Applicant”) and the County of Kings, a political subdivision of the State of California (hereinafter referred to as “County”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Applicant has applied to the County for a conditional use permit for a Poultry Farm (CUP 20-06) located at 19744 Kent Ave, Lemoore APN: 024-170-073 (hereinafter referred to as the “Project”); and

WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Conditions to the Project Approval and Processing. The processing of Project documents by County and the effectiveness of all approvals, permits and consents for the Project by the County are expressly conditioned upon performance by Applicant of the following terms and conditions:

1.1. Full performance of all conditions imposed in connection with the applicable Project or the Project review.

1.2. Full compliance with the terms, conditions, provisions and requirements of the Project review process.

1.3. Posting of all applicable fees for CEQA review required by the provisions of California Fish & Game Code section 711.4, which at the time of execution of this Agreement are in the amount of \$2,406.75 for a negative declaration and \$3,343.25 for an environmental impact report.

1.4. Full performance of the terms and conditions of this Agreement.

1.5. Compliance with all required mitigation measures of an approved CEQA environmental document for the Project.

1.6. Payment of all deposits, if required by the County, for fulfillment of any of the above-described terms and conditions.

1.7. Timely payment by Applicant of all amounts invoiced by County under Section 6 below and of all demands made by County for deposit of funds under Section 7 below.

2. Obligation for Extraordinary Costs. In the event the Project requires, or appears likely to require, processing in excess of ordinary time and resource allocation, additional fees will be charged to cover the costs of such extraordinary processing (hereinafter referred to as "Extraordinary Costs"). Applicant shall be responsible for all Extraordinary Costs in connection with Project processing and all necessary environmental review processing and for all Extraordinary Costs associated with Project preparation, review, and approval and all litigation arising therefrom. In the event that Applicant refuses to make deposits or to pay amounts incurred and invoiced for such Extraordinary Costs, the County may terminate the Project processing and may recover from Applicant the costs incurred.

3. Extraordinary Events. The following are examples of Extraordinary Events which shall give rise to Applicant's obligation to pay for Extraordinary Costs under the terms of this Agreement:

3.1. Incomplete or inaccurate information provided by Applicant.

3.2. A change in the Project scope by means of an amendment, correction or similar circumstance.

3.3. Significant opposition to the Project by any person, group, organization or entity.

3.4. Any appeal of a Project decision.

3.5. Non-compliance in whole or in part by Applicant with a condition of Project approval.

3.6. Significant delays in processing the Project caused by Applicant or Applicant's agents.

3.7. Unique, novel or irregular demands or requests by Applicant.

3.8. Litigation involving or challenging the Project, or arising in any way from the Project's consideration, review, negotiation or approval by County.

3.9. Other circumstances or events outside of the County's control that significantly increase the workload of County staff to process the Project.

3.10. Preparation of an environmental impact report or mitigated negative declaration under CEQA, including all costs of outside consultants and legal counsel employed by County or Applicant for the preparation of such environmental documents.

The determination by County that an Extraordinary Event has occurred and that Applicant shall thereafter be responsible for the payment of Extraordinary Costs shall be in the sole and absolute discretion of County.

4. Charging for Extraordinary Costs. County shall charge Applicant for Extraordinary Costs as hereinafter set forth. Applicant shall pay for all Extraordinary Costs either through the Deposit Process described in Section 7 below, or as and when invoiced by County, under the Invoice Process described in Section 6 below. The determination as to whether to utilize the Deposit Process or the Invoice Process shall be at the sole and absolute discretion of the County, after consultation with Applicant.

4.1. Extraordinary Cost Schedule. Extraordinary Costs shall include, but shall not be limited to, the following and shall be billed by County as set forth below:

4.1.1. All damages, costs and/or attorneys' fees awarded against County, or any of County's officers, agents, employees or representatives, or against Applicant by a court in the course of litigation challenging the Project.

4.1.2. Costs incurred in preparation of CEQA documents by Consultants and outside counsel.

4.1.3. Costs incurred by County Staff, Consultants, County Counsel and outside counsel employed by County to defend litigation filed against the County and/or

Applicant arising out of, purporting to arise out of, or relating in any manner to the Project approval process and/or the CEQA process for the project.

4.2. Rates for Charges. The rates at which Applicant shall be billed for Extraordinary Costs shall be as follows:

Planning Staff	Gross salary per hour of each employee x hours Billed.
County Counsel	Gross salary per hour of each employee x hours Billed.
County Counsel Staff	Gross salary per hour of each employee x hours Billed.
Special Counsel	As billed to County.
Consultants	As billed to County.
Other Costs	As authorized by County Ordinance or Resolution.

Extraordinary Costs shall also include the total dollar amount of all other County Department employees' time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County to such individual employees), all fees and costs charged by outside consultants and Project personnel, and all amounts expended by County for photocopies, telephone calls, facsimile charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other direct costs incurred or expended by the County in connection with the Project.

As used herein, "gross salary" means a County employee's standard cost recovery billing rate, which includes salary, benefits, and a proportionate share of office overhead.

5. Notice of Extraordinary Event. In the event that one or more Extraordinary Events arises, or is reasonably foreseen to arise, the Director of the Kings County Community Development Agency (the "Director" and the "Agency" respectively) shall after consultation with Applicant give written notice thereof to Applicant together with either a request for deposit of Extraordinary Costs or a statement that the County intends to utilize the Invoice Process described in Section 6 below. Deposits shall be made as set forth in this Section and in Section 7 below.

5.1. Submission of Initial Deposit. Upon receipt of a Notice of Extraordinary Event which demands deposit, Applicant shall within ten (10) days deposit the sums requested in the Notice. Failure to comply with a deposit demand shall be governed by Subsection 7.6 below.

5.2. Obligation After Deposit. In the event Applicant decides to proceed with the application and makes the initial deposit as requested, the County shall proceed with

processing the Project, and Applicant shall thereafter be responsible for all Extraordinary Costs incurred, whether or not the latter are covered by or included in the Initial Deposit.

6. Invoices. As an alternative to the Deposit Process described in Sections 5 and 7 herein, County may in its sole and absolute discretion determine that it will directly invoice Applicant in arrears for Extraordinary Costs. County shall invoice Applicant for such costs within thirty days of County's receipt of invoice therefor, or, in the case of such costs for which an invoice would not ordinarily be submitted to County, within thirty days of the last day of the month in which such costs are actually incurred. Applicant agrees to make payment to County for such invoiced amounts within thirty days of the date on which County places the invoice in the mail to Applicant addressed as specified in Section 25.

7. Deposits. Deposits shall be made by Applicant and handled by County pursuant to the terms of this Section. All Deposits made by Applicant shall be deposited in an interest bearing account, and all interest shall accrue to the account of Applicant. Interest amounts shall either be applied to the payment of Extraordinary Costs or shall be credited to Applicant to be ultimately returned pursuant to the provisions of Subsection 7.7 below at the conclusion of the Project.

7.1. Initial Deposit. Applicant shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "County of Kings" as set forth in Section 5.1 above.

7.2. Incremental Deposits. The County may request deposits in advance of expenditures or obligations for expenditures. Depending on the nature and size of the project, and except for requests for deposit on consulting or outside legal service Projects, individual deposit requests shall generally not exceed \$100,000.

7.3. Additional Deposits. If the deposit or any increase therein is inadequate to pay for costs actually incurred by the County, Applicant will be notified of the need to supplement the deposit. Applicant shall make payments of additional deposits within thirty days of receipt of notice of the need to supplement the deposit. Further deposit will be required in the full amount of any Project or Projects for consulting services. Any request for Applicant to make deposit to the County must be made in writing and mailed, emailed or telefaxed to Applicant, in accord with "Notices" set forth in Section 25.

7.4. Use of Deposits. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. County may use the Initial Deposit funds and all future deposit funds to cover all Extraordinary Costs, including qualifying expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by Applicant.

7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or “detail of billings” pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency’s normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the withdrawal is approved by the Planning Commission or the Board of Supervisors, whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further

action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

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by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

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County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
Justin Kosta
Foster Farms, LLC
1333 Swan Street, P.O. Box 831
Livingston, California 95334

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

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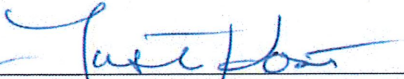
27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties and is effective as of the date and year first set forth above.

APPLICANT

Date: 5/20/2020


DIRECTOR, ENVIRONMENTAL AFFAIRS


COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:


Diane Walker Freeman, Deputy
County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND Foster Farms, LLC FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 28th day of May, 2020 by and between Foster Farms, LLC (collectively referred to herein as “Applicant”) and the County of Kings, a political subdivision of the State of California (hereinafter referred to as “County”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Applicant has applied to the County for a conditional use permit for a Poultry Farm (CUP 20-07) located at 9507 Niles Ave, Corcoran APN: 044-030-036 (hereinafter referred to as the “Project”); and

WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Conditions to the Project Approval and Processing. The processing of Project documents by County and the effectiveness of all approvals, permits and consents for the Project by the County are expressly conditioned upon performance by Applicant of the following terms and conditions:

1.1. Full performance of all conditions imposed in connection with the applicable Project or the Project review.

1.2. Full compliance with the terms, conditions, provisions and requirements of the Project review process.

1.3. Posting of all applicable fees for CEQA review required by the provisions of California Fish & Game Code section 711.4, which at the time of execution of this Agreement are in the amount of \$2,406.75 for a negative declaration and \$3,343.25 for an environmental impact report.

1.4. Full performance of the terms and conditions of this Agreement.

1.5. Compliance with all required mitigation measures of an approved CEQA environmental document for the Project.

1.6. Payment of all deposits, if required by the County, for fulfillment of any of the above-described terms and conditions.

1.7. Timely payment by Applicant of all amounts invoiced by County under Section 6 below and of all demands made by County for deposit of funds under Section 7 below.

2. Obligation for Extraordinary Costs. In the event the Project requires, or appears likely to require, processing in excess of ordinary time and resource allocation, additional fees will be charged to cover the costs of such extraordinary processing (hereinafter referred to as "Extraordinary Costs"). Applicant shall be responsible for all Extraordinary Costs in connection with Project processing and all necessary environmental review processing and for all Extraordinary Costs associated with Project preparation, review, and approval and all litigation arising therefrom. In the event that Applicant refuses to make deposits or to pay amounts incurred and invoiced for such Extraordinary Costs, the County may terminate the Project processing and may recover from Applicant the costs incurred.

3. Extraordinary Events. The following are examples of Extraordinary Events which shall give rise to Applicant's obligation to pay for Extraordinary Costs under the terms of this Agreement:

3.1. Incomplete or inaccurate information provided by Applicant.

3.2. A change in the Project scope by means of an amendment, correction or similar circumstance.

3.3. Significant opposition to the Project by any person, group, organization or entity.

3.4. Any appeal of a Project decision.

3.5. Non-compliance in whole or in part by Applicant with a condition of Project approval.

3.6. Significant delays in processing the Project caused by Applicant or Applicant's agents.

3.7. Unique, novel or irregular demands or requests by Applicant.

3.8. Litigation involving or challenging the Project, or arising in any way from the Project's consideration, review, negotiation or approval by County.

3.9. Other circumstances or events outside of the County's control that significantly increase the workload of County staff to process the Project.

3.10. Preparation of an environmental impact report or mitigated negative declaration under CEQA, including all costs of outside consultants and legal counsel employed by County or Applicant for the preparation of such environmental documents.

The determination by County that an Extraordinary Event has occurred and that Applicant shall thereafter be responsible for the payment of Extraordinary Costs shall be in the sole and absolute discretion of County.

4. Charging for Extraordinary Costs. County shall charge Applicant for Extraordinary Costs as hereinafter set forth. Applicant shall pay for all Extraordinary Costs either through the Deposit Process described in Section 7 below, or as and when invoiced by County, under the Invoice Process described in Section 6 below. The determination as to whether to utilize the Deposit Process or the Invoice Process shall be at the sole and absolute discretion of the County, after consultation with Applicant.

4.1. Extraordinary Cost Schedule. Extraordinary Costs shall include, but shall not be limited to, the following and shall be billed by County as set forth below:

4.1.1. All damages, costs and/or attorneys' fees awarded against County, or any of County's officers, agents, employees or representatives, or against Applicant by a court in the course of litigation challenging the Project.

4.1.2. Costs incurred in preparation of CEQA documents by Consultants and outside counsel.

4.1.3. Costs incurred by County Staff, Consultants, County Counsel and outside counsel employed by County to defend litigation filed against the County and/or

Applicant arising out of, purporting to arise out of, or relating in any manner to the Project approval process and/or the CEQA process for the project.

4.2. Rates for Charges. The rates at which Applicant shall be billed for Extraordinary Costs shall be as follows:

Planning Staff	Gross salary per hour of each employee x hours Billed.
County Counsel	Gross salary per hour of each employee x hours Billed.
County Counsel Staff	Gross salary per hour of each employee x hours Billed.
Special Counsel	As billed to County.
Consultants	As billed to County.
Other Costs	As authorized by County Ordinance or Resolution.

Extraordinary Costs shall also include the total dollar amount of all other County Department employees' time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County to such individual employees), all fees and costs charged by outside consultants and Project personnel, and all amounts expended by County for photocopies, telephone calls, facsimile charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other direct costs incurred or expended by the County in connection with the Project.

As used herein, "gross salary" means a County employee's standard cost recovery billing rate, which includes salary, benefits, and a proportionate share of office overhead.

5. Notice of Extraordinary Event. In the event that one or more Extraordinary Events arises, or is reasonably foreseen to arise, the Director of the Kings County Community Development Agency (the "Director" and the "Agency" respectively) shall after consultation with Applicant give written notice thereof to Applicant together with either a request for deposit of Extraordinary Costs or a statement that the County intends to utilize the Invoice Process described in Section 6 below. Deposits shall be made as set forth in this Section and in Section 7 below.

5.1. Submission of Initial Deposit. Upon receipt of a Notice of Extraordinary Event which demands deposit, Applicant shall within ten (10) days deposit the sums requested in the Notice. Failure to comply with a deposit demand shall be governed by Subsection 7.6 below.

5.2. Obligation After Deposit. In the event Applicant decides to proceed with the application and makes the initial deposit as requested, the County shall proceed with

processing the Project, and Applicant shall thereafter be responsible for all Extraordinary Costs incurred, whether or not the latter are covered by or included in the Initial Deposit.

6. Invoices. As an alternative to the Deposit Process described in Sections 5 and 7 herein, County may in its sole and absolute discretion determine that it will directly invoice Applicant in arrears for Extraordinary Costs. County shall invoice Applicant for such costs within thirty days of County's receipt of invoice therefor, or, in the case of such costs for which an invoice would not ordinarily be submitted to County, within thirty days of the last day of the month in which such costs are actually incurred. Applicant agrees to make payment to County for such invoiced amounts within thirty days of the date on which County places the invoice in the mail to Applicant addressed as specified in Section 25.

7. Deposits. Deposits shall be made by Applicant and handled by County pursuant to the terms of this Section. All Deposits made by Applicant shall be deposited in an interest bearing account, and all interest shall accrue to the account of Applicant. Interest amounts shall either be applied to the payment of Extraordinary Costs or shall be credited to Applicant to be ultimately returned pursuant to the provisions of Subsection 7.7 below at the conclusion of the Project.

7.1. Initial Deposit. Applicant shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "County of Kings" as set forth in Section 5.1 above.

7.2. Incremental Deposits. The County may request deposits in advance of expenditures or obligations for expenditures. Depending on the nature and size of the project, and except for requests for deposit on consulting or outside legal service Projects, individual deposit requests shall generally not exceed \$100,000.

7.3. Additional Deposits. If the deposit or any increase therein is inadequate to pay for costs actually incurred by the County, Applicant will be notified of the need to supplement the deposit. Applicant shall make payments of additional deposits within thirty days of receipt of notice of the need to supplement the deposit. Further deposit will be required in the full amount of any Project or Projects for consulting services. Any request for Applicant to make deposit to the County must be made in writing and mailed, emailed or telefaxed to Applicant, in accord with "Notices" set forth in Section 25.

7.4. Use of Deposits. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. County may use the Initial Deposit funds and all future deposit funds to cover all Extraordinary Costs, including qualifying expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by Applicant.

7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or “detail of billings” pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency’s normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the withdrawal is approved by the Planning Commission or the Board of Supervisors, whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further

action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

10. Indemnification. Applicant shall indemnify, defend and hold the County, its officers, agents, and employees harmless from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all Extraordinary Costs as defined herein and all direct and administrative costs, attorneys' fees, including, but not limited to county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including, but not limited to, notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and Applicant shall make a deposit in the amount requested by the Director in the initial amount which shall not exceed fifty thousand dollars (\$50,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to Applicant by warrant made payable to Applicant as they mutually advise in writing. Any special counsel hired to defend County under the provisions of this Agreement must be approved by the Board of Supervisors. The litigation deposit, provided for under the provisions of this Section, are additional to and supplemental to any other deposit or deposits required under the terms of this Agreement. It is intended as security only and it is in no way intended to limit, and shall not be construed to limit, the obligations of Applicant to fully reimburse County for all Extraordinary Costs.

11. Bonding Requirement. If the County determines that an additional Reimbursement Agreement and/or an Indemnification Agreement is required for litigation, the Applicant will be required to provide a bond in an amount sufficient to remedy any failure of the Applicant to provide the County with required reimbursements for the extraordinary cost of the application review and processing under the terms of the Reimbursement Agreement and to ensure that the Applicant's indemnification of the County is sufficient to protect the public interest in case of challenges to the process or action of the County related to the project under the Indemnification Agreement. The form, nature and amount of the bond and/or bonds required under the terms of these provisions shall be determined

by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

13. Assignment. This Agreement constitutes a contract for personal services and neither party shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

14. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes the entire agreement of the parties relating to the subject matter hereof. Unless set forth herein, neither party shall be liable for any representations made express or implied.

15. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

16. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief which such party may be entitled.

17. Rules of Construction. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.1. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.2. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.3. Mandatory and Permissive. The terms "shall" and "will" and "agrees" are mandatory. "May" is permissive.

17.4. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

17.5 Ambiguities Not Construed Against Drafter. This Agreement represents the contributions of both parties, who each have the ability to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

18. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which it is given.

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

21. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Jurisdiction and Venue. It is agreed by the parties hereto that unless otherwise expressly waived by them in writing, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California, notwithstanding Code of Civil Procedure section 394.

24. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

To County:
Chairman, Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
Justin Kosta
Foster Farms, LLC
1333 Swan Street, P.O. Box 831
Livingston, California 95334

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

With a copy to Applicant's Consultant:

26. Incorporation of Exhibits. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

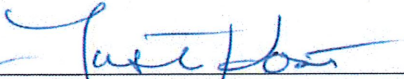
27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties and is effective as of the date and year first set forth above.

APPLICANT

Date: 5/20/2020


DIRECTOR, ENVIRONMENTAL AFFAIRS


COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:


Diane Walker Freeman, Deputy
County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Community Development Agency – Greg Gatzka/Kao Nou Yang

SUBJECT: PROPERTY OWNER INITIATED NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NUMBER 621 AND 1206 AND A NON-RENEWAL OF LAND CONSERVATION CONTRACT NUMBER 1205

SUMMARY:

Overview:

The County has received requests for a non-renewal and two (2) partial non-renewal for three (3) Land Conservation “Williamson Act” Contracts. The request will remove approximately 326.50 acres of Land Conservation “Williamson Act” contracted land from the Williamson Act program.

Recommendation:

1. Find that notice of non-renewals are categorically exempt from environmental review (*CEQA Guidelines Section 15317*); and
2. Authorize the Chairman to sign the Non-Renewal and Partial Non-Renewals for Land Conservation “Williamson Act” Contract Numbers 621, 1205 and 1206.

Fiscal Impact:

The Non-Renewal of Land Conservation “Williamson Act” Contract No. 1205 will remove approximately 78.62 acres of land from the County’s Land Conservation “Williamson Act” Program over the next nine years. The Partial Non-Renewal of Land Conservation “Williamson Act” Contract 621 will remove 80 acres of land and the Partial Non-Renewal of Land Conservation “Williamson Act” Contract 1206 will remove 167.88 acres of land from the County’s Land Conservation “Williamson Act” Program over the next nine years. Approval of the Non-Renewal and the Partial Non-Renewals will cause the taxes on the properties to increase incrementally up to market value until they are no longer under contract.

(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

PROPERTY OWNER INITIATED NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NUMBER 621 AND 1206 AND A NON-RENEWAL OF LAND CONSERVATION CONTRACT NUMBER 1205

June 23, 2020

Page 2 of 2

BACKGROUND:

Pursuant to Section 51245 of the *Government Code*, the landowner may choose to not renew a Land Conservation contract provided that written notice of non-renewal is served ninety (90) days prior to the annual renewal date (January 1st). However, if the Board chooses to implement AB 1265 *Government Code* Section 51244(b), this will allow the County to reduce the length of contract terms from ten years to nine years, and extend the 60 day deadline to provide written Notice of Non-Renewal. The application was received on May 26, 2020 prior to the annual deadline; therefore, the non-renewals will be retroactively effective on January 1, 2020 resulting in a phasing out of the Williamson Act Contract on January 1, 2029. Please see the attached maps for the site locations.

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Planning Dept.
Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 1205**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 1205 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and SANTA ROSA RANCHERIA TACHI-YOKUT TRIBE (OWNER), recorded DECEMBER 29, 1970, as Instrument No. 15905, in Book 963, Pages 297-298 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2030. Approval of said non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on _____.

IN WITNESS WHEREOF, the Chairperson of the Kings County Board of Supervisors has executed this Notice of Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Doug Verboon
Chairperson of the Board of Supervisors

Leo Sisco, Chairman
Santa Rosa Rancheria, Tachi Tribe (OWNERS)

STATE OF CALIFORNIA
COUNTY OF KINGS

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

Clerk of said Board

_____ Clerk

EXHIBIT "A"

NOTICE OF NON-RENEWAL OF LAND CONSERVATION CONTRACT NO. 1205

1. APN 024-110-068, DESCRIBED AS:

LOT 11 IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP OF JACOB RANCHO, SHEET NO. 1, RECORDED IN BOOK 2 AT PAGE 14 OF LICENSED SURVEYOR PLATS, KINGS COUNTY RECORDS.

2. APN 024-110-076, DESCRIBED AS:

THAT PORTION OF LOT 12 IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP OF JACOB RANCHO, SHEET NO. 1, RECORDED IN BOOK 2 AT PAGE 14 OF LICENSED SURVEYOR PLATS MORE PARTICULARLY DESCRIBED AS PARCEL 2 OF PARCEL MAP RECORDED IN BOOK 12 OF PARCEL MAPS AT PAGE 65, KINGS COUNTY RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS IN AND UNDER SAID LAND, AS SAVED, EXCEPTED AND RESERVED IN THAT CERTAIN DEED DATED OCTOBER 8, 1946 EXECUTED BY SHIRLEY L. BENEDICT, ET AL., TO JOHN P. OLIVEIRA, ET UX., RECORDED NOVEMBER 27, 1946 IN BOOK 363 AT PAGE 134 OF OFFICIAL RECORDS, AS DOCUMENT NUMBER 10396.

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Planning Dept.
Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 621**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 621 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and SANTA ROSA RANCHERIA TACHI-YOKUT TRIBE (OWNER), recorded MARCH 3, 1970, as Instrument No. 3131, in Book 950, Pages 544-545 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2030. Approval of said non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on _____.

IN WITNESS WHEREOF, the Chairperson of the Kings County Board of Supervisors has executed this Notice of Partial Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Doug Verboon
Chairperson of the Board of Supervisors

Leo Sisco, Chairman
Santa Rosa Rancheria, Tachi Tribe (OWNERS)

**STATE OF CALIFORNIA
COUNTY OF KINGS**

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

Clerk of said Board

_____ Clerk

EXHIBIT "A"

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NO. 621

1. APN 026-070-003, DESCRIBED AS:

LOT 1 IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP ENTITLED "MAP SHOWING SUBDIVISION OF JACOB RANCHO" RECORDED JANUARY 5, 1909 IN BOOK 2, PAGE 14 OF LICENSED SURVEYOR PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OF THE OIL, GAS, AND OTHER MINERALS AND MINERAL RIGHTS WHETHER METALLIC OR NON-METALLIC, ON, IN, AND UNDER THE AFORE DESCRIBED REAL PROPERTY WITH THE PERPETUAL RIGHT OF INGRESS AND EGRESS TO AND FROM SAID REAL PROPERTY FOR THE PURPOSE OF DRILLING, EXPLORING, AND MINING, AND IN EVERY WAY OPERATION FOR AND REMOVING SUCH OIL, GAS, AND MINERALS AND WITH THE SOLE AND EXCLUSIVE RIGHT TO SO DRILL, EXPLORE, MINE, OPERATED AND REMOVE THE SAME, AS RESERVED BY JOE E. BRAZIL AND PERPETUA A. BRAZIL, HUSBAND AND WIFE, IN THE DEED RECORDED APRIL 5, 1950 IN BOOK 453, PAGE 15 AS DOCUMENT NO. 2498 OF OFFICIAL RECORDS.

2. APN 026-070-023, DESCRIBED AS:

PARCEL 3 OF PARCEL MAP 18-24, IN THE UNINCORPORATED AREA, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 13, 2006 IN BOOK 18, PAGE 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

3. APN 026-070-024, DESCRIBED AS:

PARCEL 4 OF PARCEL MAP 18-24, IN THE UNINCORPORATED AREA, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 13, 2006 IN BOOK 18, PAGE 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Planning Dept.
Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 1206**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 1206 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and SANTA ROSA RANCHERIA TACHI – YOKUT TRIBE (OWNER), recorded MAY 14, 1971, as Instrument No. 6613, in Book 970, Pages 539-541 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2030. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on _____.

IN WITNESS WHEREOF, the Chairperson of the Kings County Board of Supervisors has executed this Notice of Partial Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Doug Verboon
Chairperson of the Board of Supervisors

Leo Sisco, Chairman
Santa Rosa Rancheria, Tachi Tribe (OWNERS)

STATE OF CALIFORNIA
COUNTY OF KINGS

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

Clerk of said Board

_____ Clerk

EXHIBIT "A"

NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NO. 1206

1. APN 024-110-061, DESCRIBED AS:

LOT 13 IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP OF JACOB RANCHO, SHEET NO. 1, RECORDED IN BOOK 2 AT PAGE 14 OF LICENSED SURVEYOR PLATS, KINGS COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED 50% OF THE GAS, OIL, AND MINERAL RIGHTS AS RESERVED BY FRANK C. MORTIMER, BUILDING AND LOAN COMMISSIONER OF STATE OF CALIFORNIA, BY DEED RECORDED MAY 19, 1945 IN BOOK 329 AT PAGE 262 OF OFFICIAL RECORDS AS DOCUMENT NO. 3160.

2. APN 024-110-062, DESCRIBED AS:

LOT 14 IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP OF JACOB RANCHO, SHEET NO. 1, RECORDED IN BOOK 2 AT PAGE 14 OF LICENSED SURVEYOR PLATS, KINGS COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED 50% OF THE GAS, OIL, AND MINERAL RIGHTS AS RESERVED BY FRANK C. MORTIMER, BUILDING AND LOAN COMMISSIONER OF STATE OF CALIFORNIA, BY DEED RECORDED MAY 19, 1945 IN BOOK 329 AT PAGE 262 OF OFFICIAL RECORDS AS DOCUMENT NO. 3160.

3. APN 024-110-065, DESCRIBED AS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS PARCEL OF PARCEL MAP RECORDED IN BOOK 3 AT PAGE 92 OF PARCEL MAPS, KINGS COUNTY RECORDS.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Department of Public Health/First 5- Edward Hill/Clarissa Ravelo
SUBJECT: CALIFORNIA COVID-19 FAMILY RESOURCE CENTER RELIEF FUNDS
SUMMARY:

Overview:

The First 5 Children & Families Commission requests that your Board approve the Memorandum of Understanding (MOU) with the California Family Resource Association (CFRA) for Corona Virus Disease (COVID-19) relief funds to provide services and support to foster, tribal and at-risk families in Kings County.

Recommendation:

- a. Approve the Memorandum of Understanding with the California Family Resource Association for Coronavirus 2019 relief funds to provide services and support to foster, tribal, and at-risk families in Kings County; and
- b. Authorize the First 5’s Executive Director to sign the Memorandum of Understanding.

Fiscal Impact:

There is no increase to net County Cost associated with this MOU. All expenditures are reimbursable up to the award amount of \$12,693, which will be allocated to Budget Unit 432300 Account 88049.

BACKGROUND:

On April 13, 2020, Governor Gavin Newsom announced \$3 million in funding be distributed to Family Resource Centers to provide direct support and services to foster families. On April 15, 2020, the CFRA announced a partnership with the state Office of Child Abuse Prevention (OCAP) to administer said funding through a Notice of Funding Opportunity (NOFO).

(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

CALIFORNIA COVID-19 FAMILY RESOURCE CENTER RELIEF FUNDS

June 23, 2020

Page 2 of 2

On April 29, 2020, the NOFO was released, with an application submission due date of May 5, 2020. The NOFO expanded the target population to include tribal and at-risk families. First 5 Kings County, in collaboration with Kings County Human Service Agency's Resource Family Approval Unit, various Kings County Family Resource Centers (FRCs), United Way, the Santa Rosa Rancheria/Tachi Tokut Tribe's Tribal Social Services Department, and Karing 4 Kids Foster Family Agency, submitted an application.

On May 14, 2020, First 5 staff were notified that Kings County was awarded \$12,693 through the COVID-19 FRC Relief Funding, to support 141 individuals. All services must be provided and/or delivered by June 30, 2020.

The First 5 Kings County Children & Families Commission approved the MOU for recommendation for approval to your Board at their June 2, 2020 Commission meeting.

The MOU has been 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
First Five Kings Co.	KC First Five Child & Fam	Special Dept	7400	432300 800102	92063	12,693.23
					TOTAL	12,693.23

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
First Five Kings Co.	KC First Five Child & Fam	Emergency FRC Funding	7400	432300 800102	88049	12,693.23
					TOTAL	12,693.23

(B) Budget Transfer:

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

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

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

Detailed Budget for the Emergency Family Resource Center (FRC) Funding: MOU: COVID-413-19

Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____



May 14, 2020

MOU: COVID-413-19

To: Clarissa Ravelo
First 5 Kings County

Subject: Notice of Award: Emergency Family Resource Center (FRC) Funding

This letter is regarding the application for Emergency Family Resource Center Funding issued by the California Family Resource Center (CFRA). CFRA has evaluated the applications received using a selection tool from the Child Abuse Prevention Center (CAP Center), and CFRA is announcing its award to your organization under the following terms:

Funding Award:

SERVICE CATEGORY	TOTAL AWARD
COVID-19 FRC Relief Funding	\$12,693.23

Service Numbers:

PROPOSED SERVICE NUMBER	ADJUSTED TARGET SERVICE NUMBER
275	141

Your organization will be required to comply with the awarded deliverables detailed in the Memorandum of Understanding (MOU) and complete monthly and final reports to assess satisfactory performance and compliance with the MOU requirements.

Upon receipt of your completed W9 and Budget Template, the CAP Center will be contacting your organization to execute the MOU. As provided in the Notice of Funding Opportunity (NOFO), this Notice of Award is subject to execution of a written Agreement; as a result, this Notice does NOT constitute the formation of a formal agreement between the CAP Center and your organization.

The organization shall not acquire any legal or equitable rights relative to the funded services until an agreement containing terms and conditions acceptable to the CAP Center is executed. The CAP Center further reserves the right to cancel this Notice of Award at any time prior to the execution of a written agreement.

This award is conditioned upon final approval by the CAP Center and the successful execution of the agreement. We look forward to working with your organization to administer the Emergency FRC Funding to serve at risk communities in California.

Sincerely,

Sheila Boxley, CEO
Child Abuse Prevention Center



MEMORANDUM OF UNDERSTANDING

MOU#: COVID-413-19

Funding Period
April 13, 2020 –June 30, 2020
COVID-19 California Family Resource Center Relief Fund

OVERVIEW

Family Resource Centers (FRCs) are uniquely positioned for rapid response to COVID-19. The California Family Resource Association (CFRA), an association of Prevent Child Abuse California (PCA CA), will work cooperatively with the California statewide network of FRCs to address the needs of the most vulnerable children and families in the State of California. With funding from the California Department of Social Services (CDSS), CFRA will serve as the lead agency and fiscal agent, provide programmatic oversight and coordinate the distribution of financial assistance to FRCs who will support families during California's mandated shelter-in-place order to ensure the safety of children and the well-being of families.

Organizations eligible for funding will include Family Resource Centers as defined by SB 436, "...an entity providing family-centered and family-strengthening services that are embedded in communities, culturally sensitive, and include cross-system collaboration to assist in transforming families and communities through reciprocity and asset development based on impact-driven and evidence-informed approaches with the goal of preventing child abuse and neglect and strengthening children and families. A family resource center may be located in, or administered by, different entities, including, but not limited to, a local educational agency, a community resource center, or a neighborhood resource center."

The purpose of the fund will be to address family needs and maintain continuity of services and operations during the COVID-19 crisis, with the understanding that there was a gap in prevention services and supports for families prior to COVID-19 that have been exacerbated by the COVID-19 virus. These funds are intended to help fill that gap and address the added stressors and dangers to children and families under the current conditions of isolation, health risks, and economic loss. FRCs play a critical role in preventing child abuse and neglect, strengthening children and families, and connecting families to an array of county support systems of care. During the COVID 19 pandemic and afterward, families need to be connected to community supports in spite of the stay at home order. "Social connections" is one of the most important of the protective factors that we can provide to our most vulnerable children and families.

CFRA funds to FRCs will provide direct support and services to families in need, including:

- Material items (e.g., food, diapers, cleaning supplies);
- Assistance with isolation needs (e.g., one-time costs for telehealth and remote case management technologies, staff time to provide phone/virtual home visits, connections through social media);
- Parenting resources (e.g., adaptations of parent education);
- Staff time to help link families to other local, state, and federal supports and benefits (e.g. food, housing, etc.); and
- Emergency funds to support the continued operation of FRCs and/or FRC Networks.

The FRC acknowledges that CFRA may, at its sole discretion, discontinue, modify or withhold project payments made under this Agreement if it determines that such action is necessary. The FRC acknowledges that failure to use the project funds as prescribed can result in cancellation of this Agreement by CFRA, the forfeiture by the FRC of any remaining CFRA project funds and the



requirement that the FRC refund to CFRA any project funds already spent in a manner other than as described in this Agreement within 30 days of receipt of a written termination notice.

FRC hereby acknowledges that it understands that this funding from CFRA is for the time period beginning April 13, 2020 and ending June 30, 2020 and additional funding is not implied nor guaranteed by this Agreement. The only commitment implied herein is for project funding in the amount based on CFRA funding to fund the award for the project in this Agreement. CFRA will provide the FRC with written notice of any changes in project funding at least 30 days in advance of making any such changes.

FRC hereby agrees to notify CFRA in writing in advance of any proposed changes, including but not limited to the services provided under this Agreement, the locations where the services are provided, populations to be served and, or the number of individuals to be served. The FRC hereby acknowledges that it must receive written permission from CFRA before implementing such changes. Failure to do so could result in withholding of project payments made under this Agreement.

TERMS OF MOU

I. FRC PROVISION OF SERVICES

The FRC agrees to support families at-risk during California's mandated shelter-in-place by providing an array of support to address service delivery gaps by providing direct support and services to families in need, including:

- Material items (e.g., food, diapers, cleaning supplies);
- Assistance with isolation needs (e.g., one-time costs for telehealth and remote case management technologies, staff time to provide phone/virtual home visits, connections through social media);
- Parenting resources (e.g., adaptations of parent education);
- Staff time to help link families to other local, state, and federal supports and benefits (e.g. food, housing, etc.); and
- Emergency funds to support the continued operation of FRCs and/or FRC Networks.

II. ROLE of CFRA

CFRA will perform the following activities related to the distribution of COVID-19 FRC Relief Funds:

- A. Develop procedures and application materials for a fund for FRCs;
- B. Create and distribute a Notice of Funding Availability and funding application for FRCs;
- C. Develop and execute a rubric for application review;
- D. Review applications submitted and select participating FRCs and/or FRC Networks,
- E. Distribute funds according to timely and equitable standards and procedures;
- F. Develop and execute Memoranda of Understanding (MOUs) with recipient FRCs;
- G. Monitor FRC and/or FRC Networks' compliance with project requirements and MOUs;
- H. Develop data measurements for fund recipients to document the usage of funds and numbers of families served.
- I. Develop and define data measurements, data collection tools for fund recipients to document the usage of funds and numbers of families serve and disseminate to FRCs and/or FRC Networks a data collection platform;
- J. Within the context of CFRA's own in-house expertise and capabilities, provide appropriate technical assistance, if needed, to the FRC for building or expanding its capacity as a high-performing organization or collaboration;
- K. Market the project throughout the state, highlighting the services provided and results achieved by the FRC;
- L. Assuming satisfactory or better performance by participating FRCs, and upon request by those agencies, provide references for the agency to other funders (i.e., foundations, governmental agencies and corporations).



III. PROVISIONS

In addition to providing the services to support children and families during COVID-19, FRC will be accountable for providing the following during the timeframe covered by this agreement:

- A. **Fiscal Agent** FRC shall act as the fiscal agent for its assigned responsibilities under this Agreement and, if other organizations are incorporated into the process with CFRA's written approval, shall allocate all project funds as mutually agreed upon.
- B. **Data Collection** FRC agrees to utilize the identified CFRA data collection platform, which will be provided for free by CFRA, to allocate funds and track results for the duration of the grant.
- C. **Reporting** FRC agrees to provide all required reports, including reports on process and results, in an accurate and timely manner. This includes reporting results produced by any "sub-contracting" organizations.

IV. PAYMENT PROVISIONS

- A. The maximum amount payable under this Agreement shall not exceed \$12,693.23. Upon execution of this MOU, an initial advance payment will be issued to FRC in the amount equivalent to 75% of the FRC's total funding. The remaining 25% of the amount payable will be issued within 5 days of receiving and approval of a final invoice and reporting.

2019/20	\$9,519.92	Paid within 5 days of executed MOU
2019/20	\$3,173.31	Paid within 5 days of approved invoice and data submission

- B. For services satisfactorily rendered, and upon receipt and approval of invoice(s), CFRA agrees to pay the FRC for said services in accordance with the rates specified in EXHIBIT B.
- C. Signed invoices shall be submitted to CFRA for payment to: PSMITH@THECAPCENTER.ORG

V. TERMS AND CONDITIONS

FRC and CFRA agree to the terms and conditions for funding the work described in this Agreement:

Lead Agency: First 5 Kings County
Primary Contact: Clarissa Ravelo
Phone: (559) 852-2107
Email: clarissa.ravelo@co.kings.ca.us
Street Address: 330 Campus Drive
City, State, Zip: Hanford, CA 93230

Project Period: April 13, 2020 to June 30, 2020.

VI. GOAL SETTING AND REPORTING PROCEDURES

- A. FRC agrees to work with CFRA to establish reasonable, measurable outcomes to help determine the effectiveness of the project.

VII. PROHIBITED EXPENSES

- A. Capital Expenses (any expense \$5000 or more to buy, maintain or improve fixed assets such as buildings, vehicles, equipment or land) are not allowed.
- B. Expenses incurred outside the project period are not allowed.



VIII. MISCELLANEOUS

- A. FRC agrees to continue to maintain its eligibility for this project funding during the entire period covered by this Agreement. This includes, but is not limited to, maintaining its status as an organization qualified under 501 (c)(3) of the Internal Revenue Code, State of California Nonprofit registration, and maintaining its principal place of operation within California.

- B. CFRA cannot accept legal responsibility for the project. Accordingly, the FRC agrees to indemnify and hold harmless CFRA from any and all liability which may be incurred in connection with the FRC's participation in and administration of this project. The FRC shall obtain and keep in force for the term of this MOU, comprehensive general liability insurance in an amount not less than \$1 million per occurrence insuring against bodily injury, personal injury and property damage. The FRC shall name CFRA as an additional insured party for the comprehensive general liability insurance and is responsible for guaranteeing that a copy of the Certificate of Insurance is submitted to the CFRA with this MOU.

IX. CERTIFICATION

I, the authorized representative of the First 5 Kings County certify in good faith, by initialing, that I agree to all terms and conditions as outlined in the Standard Agreement attached to this MOU.



X. SIGNATORIES

In witness whereof, this MOU has been executed by the parties hereto.

A. *First 5 Kings County*

Printed Name

Title

Signature

Date

B. *California Family Resource Association*

Sheila Boxley

Printed Name

President & Chief Executive Officer

Title

Signature

Date



EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. BACKGROUND AND PURPOSE

On April 13, 2020, Governor Gavin Newsom announced that \$3 million in funding would be distributed to Family Resource Centers (FRC) to provide direct support and services to families. On April 17, 2020, Governor Newsom issued Executive Order N-53-20, allowing for temporary waivers and other measures regarding foster youth programs to ensure continuity of care in response to the coronavirus (COVID-19) emergency. These announcements followed the March 4, 2020 Executive Order, which declared a State of Emergency related to the outbreak of coronavirus (COVID-19) illness. The State of Emergency provided, among other things, that the State must prepare for, respond to, and implement measures to mitigate the spread of coronavirus and prepare for increasing numbers of individuals requiring care. This Agreement is in response to an emergency, as defined by section 1102 of the Public Contract Code. Time is of the essence.

The California Department of Social Services (CDSS) Child Protection and Family Support Branch (CPFBS) supports the vision of the Children and Family Services Division (CFSD) to ensure that every child lives in a safe, stable, permanent home, nurtured by healthy families and strong communities. The CPFBS has primary responsibility for policy development and oversight of the Emergency Response and Family Maintenance Programs, as well as pre-placement practices within public child protection programs. The CPFBS is also responsible for statewide training and staff development programs benefiting public child welfare services workers. Lastly, CPFBS provides oversight and other supports for a wide range of community-based services, including state and local child abuse prevention programs, and intervention and treatment services that are designed to increase family strengths and capacity to provide children with a stable and supportive family environment. The work of this Branch is critical during the unprecedented emergency presented by the COVID-19 emergency and its potential impact on children, families, and caregivers.

FRCs are defined by the California Welfare and Institutions Code (WIC) Section 18951(g) as “an entity providing family-centered and family-strengthening services that are embedded in communities, culturally sensitive, and include cross-system collaboration to assist in transforming families and communities through reciprocity and asset development based on impact-driven and evidence-informed approaches with the goal of preventing child abuse and neglect and strengthening children and families. A family resource center may be located in, or administered by, different entities, including, but not limited to, a local educational agency, a community resource center, or a neighborhood resource center.” FRCs play a critical role in preventing child abuse and neglect, strengthening children and families, and connecting families to an array of supportive systems of care. During the COVID-19 emergency families need to remain connected to essential community supports, which protect California’s most vulnerable children and families.

EXHIBIT A
(Standard Agreement)

The California Family Resource Association (“CFRA”) will operate an emergency relief fund and provide technical assistance (TA) for California’s FRCs in response to the COVID-19 outbreak. The fund will ensure that FRCs can continue to address family needs and maintain continuity of service operations during the State of Emergency. As an awardee of this emergency relief fund, FRC understands and agrees to the following terms and conditions in conjunction with the Memorandum of Understanding.

B. CFRA RESPONSIBILITIES

CFRA shall provide the following services:

1. Management of Emergency Relief Fund for FRCs and/or FRC Networks;
 - 1) The Emergency Relief Fund shall prioritize funding for services and supports to foster caregivers. Funds may also be used for services and supports to families at risk.
 - 2) The Emergency Relief Fund shall fund activities related to:
 - 1) Concrete supports/materials items (e.g., food, diapers, cleaning supplies);
 - 2) Assistance with isolation needs (e.g., one-time costs for telehealth and remote case management technologies, staff time to provide phone/virtual home visits, connections through social media);
 - 3) Parenting resources (e.g., adaptations of parent education);
 - 4) Staff time to help link families to local, state, and federal supports and benefits (e.g. food, housing, etc.);
 - 5) Emergency funds to support the continued operation of FRCs and/or FRC Networks.
 - 3) If all applicant documents have been received in completed form, CFRA will distribute funds to selected FRCs and/or FRC Networks within 15 business days of NOFA distribution.
2. Technical Assistance (TA)

CFRA will provide appropriate TA to FRCs and/or FRC Networks, as needed, to access and implement the relief funds provided and to connect FRCs to other resources in order to maintain continuity of service operations during the State of Emergency.

 - 1) TA will be provided via telephone or web-conferencing platforms.

**EXHIBIT A
(Standard Agreement)**

3. Marketing

- 1) CFRA will promote the project throughout the state, highlighting the services provided and results achieved by funded FRCs and/or FRC Network.

4. Data, Performance Monitoring, and Reporting

- 1) In consultation with CDSS, CFRA shall develop and define data measurements and data collection tools for fund recipients to document the usage of funds and number of families served and disseminate these tools via a data collection platform to FRCs and/or FRC Networks.

C. FRC RESPONSIBILITIES

FRC shall:

1. Designate a Project Representative to work with CFRA and serve as a single point of contact regarding services provided under this Agreement.
2. Provide guidance, information, and access to CFRA staff as required to provide services under this Agreement.
3. Organize meetings, site-visits, phone calls, and other interactions that will serve to guide the implementation of the project under this Agreement.
4. Provide CFRA with a monthly report no more than 10 business days following the end of each month, in addition to a final report with aggregated data no more than 20 business days following the end of the contract period, including, but not limited to, the following information:
 - 1) Monthly total of all unduplicated individual beneficiaries served (including Indian Tribe Beneficiaries, Foster Family Beneficiaries and all other families);
 - 2) Monthly number of unduplicated Indian Tribe Beneficiaries served;
 - 3) Monthly number of unduplicated Foster Family Beneficiaries served;
 - 4) Monthly number of unduplicated individual beneficiaries receiving material goods;
 - 5) Monthly number of unduplicated individual beneficiaries receiving assistance with isolation needs;
 - 6) Monthly number of unduplicated individual beneficiaries receiving parenting resources; and

**EXHIBIT A
(Standard Agreement)**

- 7) Monthly number of unduplicated individual beneficiaries receiving link with local, state or Federal benefits.

D. PROJECT REPRESENTATIVE

The Project Representative during the term of this Agreement shall be:

CFRA Project Representative

Merritt Beckett
California Family Resource Association
4700 Roseville Road
North Highlands, CA 95660
(916)244-1941
mbeckett@thecapcenter.org

CFRA Accounts Payable

Paul Smith
Child Abuse Prevention Center
4700 Roseville Road
North Highlands, CA 95660
(916) 244-1928
psmith@thecapcenter.org

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. The maximum amount payable under this Agreement shall not exceed the amount listed in section IV of the Memorandum of Understanding.
2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CFRA agrees to pay FRC for said services in accordance with the rates specified in the final signed Budget submitted for this project.
3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) FRC will itemize travel expenses, including receipts, and submit to CFRA Project Representative for approval.

No travel outside of the State of California by FRC shall be reimbursed unless there is prior written authorization from CFRA.

5. A final invoice shall be submitted no later than July 30, 2020 and include the Invoice Period, Invoice Number and final reimbursable costs with a description of included expenses. While receipts and documentation are not required for submission with invoices, all documentation must be available upon request.

psmith@thecapcenter.org
Paul Smith, Accounts Payable
California Family Resource Association

Any invoices submitted without the above referenced information may be returned to the FRC for further re-processing.

EXHIBIT B
(Standard Agreement)

B. STATE BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CFRA shall have no liability to pay any funds whatsoever to FRC or to furnish any other considerations under this Agreement and FRC shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CFRA shall have the option to either cancel this Agreement with no liability occurring or offer an agreement amendment to FRC to reflect the reduced amount.

C. FOR CONTRACT WITH FEDERAL FUNDS

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CFRA has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Exhibits A and B of this Standard Agreement.

E. REVIEW

CFRA reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**EXHIBIT B
(Standard Agreement)**

F. FINAL BILLING

Invoices for services must be received by CFRA within 30 days following each state fiscal year, or 30 days following the end of the contract term, whichever comes first.

G. NONRESIDENT TAX WITHHOLDINGS

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

EXHIBIT C
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS**A. Dispute Provisions**

1. If the FRC disputes a decision of CFRA's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, FRC shall provide written dispute notice to the CFRA's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) FRC believes the decision of the CFRA representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support CFRA's position; and
 - d. the dollar amount in dispute, if applicable.

2. Upon receipt of the written dispute notice, the CFRA program management will examine the matter and issue a written decision to the FRC within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.

B. Termination Without Cause

This Agreement may be terminated without cause by the CFRA upon 30 days written notice to the FRC.

C. Debarment and Suspension

For federally funded agreements, FRC certifies that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. FRC also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

EXHIBIT C
(Standard Agreement)

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with FRCs who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CFRA to perform services. By signing this Agreement the FRC certifies that to the best of his or her knowledge and belief, 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. FRC shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT C
(Standard Agreement)

E. Unruh Civil Rights Act and the Fair Employment & Housing Act

Prior to bidding on, submitting a proposal for or executing an agreement or renewal for a State of California contract over \$100,000 on or after January 1, 2017, the bidder or proposer must certify compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if FRC has an internal policy against a sovereign nation or peoples recognized by the United States government, FRC certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

F. Computer Software Copyrights

FRC certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

G. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

H. Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relationship between CFRA and any subcontractors, and no subcontractor shall relieve the FRC of its responsibilities and obligations hereunder. The FRC agrees to be fully responsible to CFRA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by FRC. FRC's obligation to pay its subcontractors is an independent obligation from the obligation of CFRA to make payments to the FRC. As a result, CFRA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT C
(Standard Agreement)

I. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

EXHIBIT D
(Standard Agreement)

ADDITIONAL PROVISIONS**A. Insurance Requirements**

1. FRC, at his/her own expense, shall maintain the following insurance coverage:
 - a. Commercial General Liability – FRC shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the FRC's limit of liability.

The policy must include Prevent Child Abuse California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of FRC's utilization of subcontractors to complete the contracted scope of work, FRC shall include all subcontractors as insureds under FRC's insurance or supply evidence of insurance to CFRA equal to policies, coverages and limits required by the State of California.

- b. Automobile Liability – FRC shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include Prevent Child Abuse California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – FRC shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Memorandum of Understanding. Employer's liability limits of \$1,000,000 are required.

EXHIBIT D
(Standard Agreement)

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Prevent Child Abuse California. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

2. Certificates evidencing FRC's insurance coverage shall be filed with CFRA no later than 10 days after execution of this Agreement. Failure by the FRC to submit insurance evidence may result in a delay of the final payment and/or reimbursement of the initial payment.

B. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by CFRA at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation / Termination & Notice of Non-Renewal – FRC shall provide to CFRA within five (5) business days a copy of any notice of Cancellation/Termination or Non-renewal received by FRC for any of the required insurance policies. In the event FRC fails to keep in effect at all times the specified insurance coverage, CFRA may, in addition to any other remedies it may have, terminate this Memorandum of Understanding upon the occurrence of such event, subject to the provisions of this Standard Agreement and Memorandum of Understanding.
3. Deductible – FRC is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by CFRA.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If FRC is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by CFRA must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the FRC's obligations under the Standard Agreement and/or Memorandum of Understanding.

EXHIBIT D
(Standard Agreement)

C. Confidentiality Requirements

FRC and its employees agree to comply with California Department of Social Services' Confidentiality and Information Security Requirements as described in Exhibit D – Attachment 1.

**The California Department of Social Services
Confidentiality and Information Security Requirements
Outreach - v 2019 01**

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as “Contractor”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS.
- II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Contractor shall incorporate the contents of this Exhibit into each lower tier transaction.
- III. **Confidentiality of Information.**
 - a. **DEFINITIONS.** The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive, and/or Personal Information.
 - i. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).
 - iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).
 - iv. “Breach” is
 1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
- v. "Information Security Incident" is
1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit.
- b. CDSS CSP which may become available to Contractor as a result of the implementation of the Agreement shall be protected by Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
 - Information Practices Act - California Civil Code section 1798 et seq.
 - Public Records Act - California Government Code section 6250 et seq.
 - California Penal Code Section 502, 11140-11144, 13301-13303
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
 - Unemployment Insurance Code section 14013
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
- i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
 - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by Contractor without reference to the CDSS CSP.

IV. Contractor Responsibilities.

- a. **Training.** Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
- i. The confidential nature of the information;

- ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and Contractor and may be subject to penalties, both civil and criminal.
- b. Use Restrictions.** Contractor shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. Disclosure of CDSS CSP.** Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.
- e. Confidentiality Safeguards.** Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:
- i. Technical Security Controls**
 - 1. **Workstation/Laptop Encryption.** All Contractor-owned or managed workstations, laptops, tablets, smart phones and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDSS Information Security Office.
 - 2. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
 - 3. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

4. **Minimum Necessary.** Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
5. **Removable Media Devices.** All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
6. **Antivirus Software.** All Contractor-owned or managed workstations, laptops, , tablets, smart phones and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
7. **Patch Management.** To correct known security vulnerabilities, Contractor shall install security patches and updates in a timely manner on all Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on Contractor's risk assessment of such patches and updates, the technical requirements of Contractor's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
8. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.
9. **System Timeout.** The system providing access to the CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

ii. Paper Document Controls

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. **Escorting Visitors.** Visitors to areas where the CDSS CSP are contained shall be escorted and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross cut shredding and/or pulverizing.

4. **Removal of Information.** CDSS CSP must not be removed from the premises of Contractor except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that Contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if Contractor's fax number changes, and maintains fax machines in a secure area.
6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

V. Information Security Incidents and/or Breaches of CDSS CSP

- a. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Contractor to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify CDSS CSP within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** Contractor shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Contractor shall cooperate fully in such investigations. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. Contractor will keep CDSS fully informed of the results of any such investigation.

- e. Updates on Investigation.** Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Contractor and the CDSS Information Security and Privacy Officer. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information.
- f. Written Report.** Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, to the following:

 - i. Contractor point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
 - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
 - v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
 - vi. A description of the probable causes of the improper use or disclosure;
 - vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
 - viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.
- g. Cost of Investigation and Remediation.** Per SAM Section 5305.8, Contractor shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Incident, Breach and/or loss of data.

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

CDSS Program Contract Manager	CDSS Information Security & Privacy Officer
See the Scope of Work exhibit for Program Contract Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

- VII. Audits and Inspections.** CDSS may inspect and/or monitor compliance with the safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDSS Program Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, does not relieve Contractor of its responsibility to comply with this Exhibit.
- VIII. Termination.** An Information Security Incident and/or Breach of CDSS CSP by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.

IX. CDSS Confidentiality and Security Compliance Statement

**CALIFORNIA DEPARTMENT of SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to Contractor may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following; the California Welfare and Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code §6250 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to the CDSS CSP received.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: WORKERS’ COMPENSATION – THIRD PARTY ADMINISTRATOR –
SECOND AMENDMENT TO AGREEMENT WITH INNOVATIVE CLAIM
SOLUTIONS

SUMMARY:

Overview:

In June 2015, your Board approved a three-year contract for Third Party Administrator (TPA) for Workers’ Compensation services with Innovative Claim Solutions (ICS). The contract expired June 30, 2018, at which time your Board approved a two-year amendment (Amendment I) which expires on June 30, 2020. Kings County and ICS intend to modify the Agreement (Second Amendment) to reflect changes in ICS’s fees and extends the Agreement as amended by Amendment I, for two years, which will expire June 30, 2022.

Recommendation:

Approve the Second Amendment to the Agreement with Innovative Claim Solutions for Workers’ Compensation Services effective July 1, 2020 through June 30, 2022.

Fiscal Impact:

The annual cost for these services for Fiscal Year (FY) 2020-2021 is \$300,890 (\$25,074 monthly) from July 1, 2020 through June 30, 2021, which is a 5% increase over FY 2019-2020. For FY 2021-2022 the annual cost is \$315,935 (\$26,328 monthly) from July 1, 2021 through June 30, 2022 which is a 5% increase over FY 2020-2021. These fees are included in the Proposed FY 2020-2021 Budget.

BACKGROUND:

The County is self insured for its Workers’ Compensation program and has contracted with a third party
(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

WORKERS' COMPENSATION – THIRD PARTY ADMINISTRATOR – SECOND AMENDMENT TO AGREEMENT INNOVATIVE CLAIM SOLUTIONS

June 23, 2020

Page 2 of 2

administrator, ICS, for the past 21 years. The current contract expires June 30, 2020. Staff worked with ICS to keep the current level of services with a cost increase as minimal as possible. Staff recommends your Board approve the amended contract. County Counsel has reviewed and approved as to form the amended agreement as presented.

**SECOND AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND INNOVATIVE CLAIM SOLUTIONS, INC.**

This second amendment to Agreement #15-057 (“Amendment II”), commencing on July 1, 2015 and as amended on July 1, 2018 (“Amendment I”) is made on the on the 16th day of June, 2020, by and between the County of Kings (“County”) and Innovative Claim Solutions, Inc. (“ICS”) upon the following terms and conditions:

R E C I T A L S

WHEREAS, the County and ICS entered into that Agreement commencing July 1, 2015, for administration of workers’ compensation claims management and administrative services;

WHEREAS, the County and ICS amended the Agreement commencing July 1, 2018;

WHEREAS, as set forth in Sections 5(A)(1) and 9(A)(11) of the Agreement, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify the Agreement to reflect changes in ICS’s fees and extends the Agreement, as amended by Amendment I for two (2) years.

NOW, THEREFORE, the parties agree as follows:

1. Section 2 shall be amended as follows:

2. **Base Fee.** In consideration of services described in the Agreement, County shall pay ICS an annualized fee of \$300,890.00 for the period of July 1, 2020 through June 30, 2021, payable in equal monthly installments of \$25,074.17. The County shall pay ICS an annualized fee of \$315,934.50 for the period of July 1, 2021 through June 30, 2022, payable in equal monthly installments of \$26,432.87. All payments are due at the beginning of each month.

2. Section 5 shall be amended as follows:

5. **Term.** This Amendment II extends the term of the Agreement, as amended by Amendment I, for a period of two (2) years, commencing on July 1, 2020, and ending on June 30, 2022, unless sooner terminated pursuant to the Agreement and this Amendment II.

///

A. **Termination**

(1) Unless sooner completed or terminated as provided herein, this Agreement shall continue in force for a period of two (2) years and shall thereupon terminate unless extended in writing by both parties. All remedies and all obligations respecting confidentiality provided in the Agreement and the non-solicitation provisions of Section 8 of the Agreement shall survive the expiration of or termination of the Agreement, as extended by Amendment I and this Amendment II, the cessation of ICS's work for County, and the cessation of ICS's or County's business operations. The County shall pay ICS and other approved vendors for all services and fees incurred and makes all reimbursements owing, through the effective date of termination.

(2) Notwithstanding any other provision of the Agreement and this Amendment II, either party may terminate the Agreement at any time for any reason or for no reason by giving ninety (90) calendar days written notice to the other party.

(3) The Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party;
- (b) Dissolution or winding up of either party; or
- (c) Assignment or purported assignment of this Agreement by either party without the consent of the other

B. **Cooperation.** In the event of early termination or non-renewal, both parties will cooperate in good faith to implement a transition to a new service provider with the minimum disruption to the provision of benefits to workers. ICS will make available to County and to a new service provider, all files, summary data, records and information developed with respect to the Agreement, including all loss records and a record layout describing the format of the data tape. Such information shall be made available both electronically and in hard copy, as appropriate. The County shall assume all responsibility for open claims as of the effective date of termination.

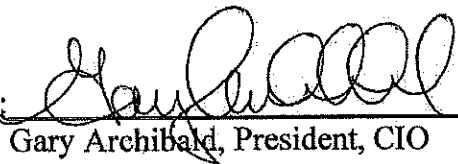
3. The recitals are an integral part of this Amendment II and are incorporated herein.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF KINGS

Innovative Claim Solutions, Inc.

By: _____
Doug Verboon, Chair,
Kings County Board of Supervisors

By: 
Gary Archibald, President, CIO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: AGREEMENTS WITH PRIVATE ATTORNEYS FOR PROVIDING DEFENSE SERVICES TO THE INDIGENT ACCUSED

SUMMARY:

Overview:

The County had 25 contracts in Fiscal Year (FY) 2019-2020 with 24 local attorneys to provide indigent defense services ranging from felonies to misdemeanors for juveniles and adults, including prison cases. One of the contracts is with Marianne Gilbert for coordinating the scheduling and activities of the various contractors providing defense work for adults in addition to her duties as a felony contractor. Included in those remaining 24 contracts is one part-time agreement with Ismael Rodriguez (1/3 allocation) which is to assist in collaborative court.

Staff is proposing to renew 25 contracts with the 24 local attorneys listed below for FY 2020-21.

Recommendation:

Authorize the County Administrative Officer to sign agreements with Tonya Lee, Marianne Gilbert, William Fjellbo, Karen Butler, Melinda Benninghoff, Hugo Gomez-Vidal, Jim A. Trevino, Robert Stover, Ismael Rodriguez, Shani Jenkins, James Oliver, Michael Woodbury, Greg Blevins, Carlos Navarrete, Jared Ramirez, Afreen Kaelble, Cheryl Harbottle, Robert Bartlett, Ralph Kaelble, Eric Hamilton, Jason Taylor, James Harbottle, Jeffrey Boggs and Kevin Thompson to provide indigent defense services as specified.

(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

AGREEMENTS WITH PRIVATE ATTORNEYS FOR PROVIDING DEFENSE SERVICES TO THE INDIGENT ACCUSED

June 23, 2020

Page 2 of 2

Fiscal Impact:

The Proposed Budget for FY 2020-2021 includes expenses anticipated with these agreements. Contracts are listed as follows:

Type

Felony Contracts (13 @ \$115,423) ¹	\$1,523,008
Misdemeanor Contracts (8 @ \$78,697) ²	\$655,806
Juvenile Contracts (3 @ \$91,035)	<u>\$273,106</u>
	<u>\$2,451,920</u>

¹ Coordination Fee included in Felony Contracts

² Rodriguez additional contract in Misdemeanor not to exceed \$26,232 annually

BACKGROUND:

Pursuant to the Trial Court Funding Act, certain services related to the trial courts were defined as either a Court or a County function. One County function is to provide for Indigent Defense Services. The term of each agreement is for 12 months commencing on July 1, 2020. A copy of each contract is on file with the Clerk of the Board.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

June 23, 2020

SUBMITTED BY: Department of Finance – James Erb/Rob Knudson

SUBJECT: BOOKING FEES FOR FISCAL YEAR 2020-2021

SUMMARY:

Overview:

Pursuant to Government Code (GC) Section 29550, each year it is necessary to reset jail booking fees by ordinance. Booking fees are calculated by the County Department of Finance and established by the Board of Supervisors. With the adoption of Government Code Sections 29551 & 29552, counties now receive funding directly from the State in lieu of charging booking fees to outside agencies. However, there are still situations where the County can recover actual booking costs. Therefore, it is necessary to establish a current rate each year. The calculated fee recommended for Fiscal Year (FY) 2020-2021 is \$131 per booking. This ordinance was introduced at the Kings County Board of Supervisors meeting on June 16, 2020.

Recommendation:

Adopt an Ordinance establishing booking fees for Fiscal Year 2020-2021, and waive the reading of the Ordinance.

Fiscal Impact:

The County will be receiving its full allocation of \$120,000 from the State, which will be the same as the FY 2019-2020 allocation. Since this is the County's full statutory allocation, cities will not be charged a fee. The County will also receive about \$50,000 from Court and Probation cases for Booking fees that were added to an individuals' fees and fines.

BACKGROUND:

Booking fees are intended to permit a county to recoup its actual costs associated with the booking of persons arrested by peace officers and brought to the County jail for booking or detention. Since 1999, there have been

(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

BOOKING FEES FOR FISCAL YEAR 2020-2021

June 23, 2020

Page 2 of 2

numerous changes to the way the County is reimbursed for these costs and how it is allowed to bill outside agencies.

Frequently, the State augments its methodology of reimbursing counties for booking costs. In 2011, the new realignment structure implemented by the Governor put more stability into their reimbursement of booking fees. The County's full statutory allocation of about \$120,000 is now included in the annual budget. Receiving the full allocation restricts the County from billing any booking fees to cities. If the County does not receive an allocation from the State, then the booking fee authority reverts to the option under GC Section 29550 of charging cities one-half of the current rate. If the County receives a partial allocation, it would continue the existing structure and charge the Fiscal Year 2005-2006 adjusted rate in proportion to the level of under-appropriation. As a result, if the County only receives 40 percent of the allocation, it would be able to charge 40% of the 2005-2006 rate. Government Code Sections 29551 & 29552 has dictated 2005-2006 as the base year.

Despite the way the County receives funding for booking costs, the Department of Finance must still calculate the actual booking fee rate each year and have the Board of Supervisors adopt an ordinance establishing this fee for the next fiscal year. The actual rate is still needed to collect booking fees from a convicted defendant. The County's ability to collect these fees from a defendant is preserved under this structure.

The proposed booking fee for FY 2020-2021 is calculated at \$131. This is a 1.6% increase from the previous year fee of \$129. The net increase is mainly due to Sheriffs-Detentions employee salary and benefit increases in FY 2019-2020. Also, the number of Records Clerk positions decreased slightly which drives up the rate. Total costs are divided by the number of employees. Therefore, if costs are higher or neutral and the number of employees decreased, the rate will increase.

This Ordinance was introduced by your Board on June 16, 2020.

ORDINANCE NO.

AN ORDINANCE RELATING TO
JAIL PROCESSING FEES

The Board of Supervisors of the County of Kings ordains as follows:

SECTION 1. This ordinance is adopted pursuant to Kings County Ordinance No. 495 and Government Code section 29550.

SECTION 2. The following fees shall be charged by the Kings County Sheriff for processing persons brought to the Kings County Jail after arrest and detention on and after July 1, 2020.

Per processing	\$131.00
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SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, shall be published with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel, a newspaper published in the County of Kings.

The foregoing ordinance was introduced at a meeting of this Board of Supervisors of the County of Kings held on June 16, 2020, and adopted at a meeting held on June 23, 2020, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

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

WITNESS my hand and seal of said Board of Supervisors this 23rd day of June, 2020.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Health Department – Ed Hill/Nancy Gerking

SUBJECT: CORE SEXUALLY TRANSMITTED DISEASE PROGRAM MANAGEMENT GRANT

SUMMARY:

Overview:

Under Health and Safety Code section 131085(a), a grant from California Department of Public Health is being provided. The purpose of the grant is to implement evidence-based public health activities to proactively address sexually transmitted diseases within the local health jurisdiction, with an emphasis on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection.

Recommendation:

- a. Approve an Agreement with the California Department of Public Health, California Core Sexually Transmitted Disease Program grant for Fiscal Years 2019-2024; and
- b. Authorize the Director of Public Health to sign any subsequent documents related to this grant.

Fiscal Impact:

There is no cost to the General Fund associated with the recommended action. The grant amount of \$119,645 can be expended anytime over the five-year term of the agreement. Therefore, there will be \$23,929 allocated each year, from FY 2019/2020 through FY 2023/2024. The amount of \$14,667 was estimated and approved in the 2019/2020 budget. A new appropriation of \$9,262 is being requested for FY 2019/2020, which will reduce the amount of realignment being used. We have included in the proposed FY 2020-2021 County Budget \$23,929 for CORE STD. 411300-401300

(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

CORE SEXUALLY TRANSMITTED DISEASE PROGRAM MANAGEMENT GRANT

June 23, 2020

Page 2 of 2

BACKGROUND:

The Health Department will implement public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STDs) within the local health jurisdiction. California Department of Public Health (CDPH) STD surveillance data indicate that over the past five years, there were continued increases in infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis across the state.

The increase in syphilis among women, including pregnant women, and the devastating impact of congenital syphilis is of particular concern. These funds should be used to augment local funding for comprehensive STD prevention and control activities.

Key strategic targets for STD prevention and control are:

- Implementation of case-based surveillance;
- Assurance of timely access to quality clinical services;
- Verification of reported cases, unusual diseases, or outbreaks;
- Identification of a STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; and
- Health education and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STD, the medical providers, and other service providers within the community.

This Agreement has been 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
GENERAL	HEALTH – COMMUNICABLE DISEASE CLINIC	ST AID – CORE STD GRANT	100000	411300/401300	85092	9,262
GENERAL	HEALTH – COMMUNICABLE DISEASE CLINIC	ST AID – M.V.IN LIEU REALIGNMENT	100000	411300/401300	85002	(9,262)
					TOTAL	0

(B) Budget Transfer:

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

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

Explanation: New five year grant in the amount of \$119,645 for CORE STD. The amount of \$23,929 is allocated to each of the five years 2019/2020 – 2023/2024. The amount of \$14,667 was estimated and approved in the 2019/2020 budget. A new appropriation of \$9,262 is being requested for 2019/2020. We are also requesting to reduce the amount of allocated Health Realignment for the same amount. The 2020/2021 requested budget includes the \$23,929.

Auditor Approval _____ Department Head _____
 CAO Approval _____ Board Approval _____

CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM

STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Kings, hereinafter “Grantee”

Implementing the project “Core STD Program Management,” hereinafter “Project”

GRANT AGREEMENT NUMBER 19-10076

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code Section 131085(a).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee. The purpose of the grant is to implement evidence-based public health activities to proactively address sexually transmitted diseases within the local health jurisdiction, with an emphasis on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection as described and specified in the Scope of Work.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed One Hundred Nineteen Thousand, Six Hundred Forty-Five Dollars (\$119,645).

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2019 and terminates on June 30, 2024. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2024.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Kings
Name: Karlo Estacio Chief, Business Operations Support Section	Name: Nichole Fisher Nursing Division Manager
Address: P.O. Box 997377, MS 7320	Address: 330 Campus Drive
City, Zip: Sacramento, CA 95899-7377	City, Zip: Hanford, CA 93230
Phone: (916) 552-9820	Phone: (559) 852-2586
Fax: (916) 440-5106	Fax:
Email: Karlo.Estacio@cdph.ca.gov	Email: Nichole.Fisher@co.kings.ca.us

Direct all inquiries to:

California Department of Public Health STD Control Branch	Grantee: County of Kings
Attention: Christine Johnson Grant Manager	Name: Nichole Fisher Nursing Division Manager
Address: P.O. Box 997377, MS 7320	Address: 330 Campus Drive
City, Zip: Sacramento, CA 95899-7377	City, Zip: Hanford, CA 93230
Phone: (916) 552-9796	Phone: (559) 852-2586
Fax: (916) 636-6454	Fax:
Email: Christine.Johnson@cdph.ca.gov	Email: Nichole.Fisher@co.kings.ca.us

All payments from CDPH to the Grantee shall be sent to the following address:

Grantee: County of Kings
Attention “Cashier:” Crystal Hommerding Fiscal Specialist
Address: 330 Campus Drive
City, Zip: Hanford, CA 93230
Phone: (559) 852-4593
Fax: (559) 589-9788
Email: Crystal.Hommerding@co.kings.ca.us

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- | | |
|-----------|--|
| Exhibit A | SCOPE OF WORK |
| Exhibit B | BUDGET DETAIL AND PAYMENT PROVISIONS |
| Exhibit C | STANDARD GRANT CONDITIONS |
| Exhibit D | ADDITIONAL PROVISIONS |
| Exhibit E | STD LOCAL ASSISTANCE FUNDS – STANDARDS AND GENERAL TERMS AND CONDITIONS |
| Exhibit F | CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT |

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Doug Verboon, Chairman
Kings County Board of Supervisors
1400 W. Lacey Blvd.
Hanford, CA 93230

Date: _____

Joseph Torrez, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800 - 1804
Sacramento, CA 95899-7377

Exhibit A
 Scope of Work

1. Service Overview

The Grantee will implement public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STD) within the local health jurisdiction. California Department of Public Health (CDPH) STD surveillance data indicate that over the past five years, there were continued increases in infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection across the state. The increases in syphilis among women, including pregnant women, and the devastating impact of congenital syphilis is of particular concern. Local health jurisdictions should use these funds to augment local funding for comprehensive STD prevention and control activities.

Key strategic targets for STD prevention and control are: implementation of case-based surveillance; assurance of timely access to quality clinical services; verification of appropriate STD treatment; investigation of reported cases, unusual diseases, or outbreaks; identification of a STD patient’s sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; and health education and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STD, medical providers, and other service providers within the community.

2. Service Location

The services shall be performed at applicable facilities in the County of Kings.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Services to be Performed: Core STD Program Management

Part I: Surveillance: Assure quality case-based surveillance.

Activities	Performance Indicators/Deliverables	Timeline
A. Assure completeness and accuracy of key data variables through review of laboratory and provider reports, surveillance system documentation, and public health follow-up of early syphilis cases.	Key population specific variables are as follows: For females – all stages of syphilis: <ul style="list-style-type: none"> • Proportion of early syphilis cases with complete data for the following key variables: <ul style="list-style-type: none"> ➤ Pregnancy status (females ages 12-44) ➤ Estimated Date of Delivery (EDD), if pregnant ➤ Treatment date, stage-appropriate medication and dosage ➤ HIV status 	07/01/19 – 06/30/24

Exhibit A
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
	<p>For syphilis-exposed neonates:</p> <ul style="list-style-type: none"> • Proportion of congenital syphilis cases with appropriate classification documented on the Congenital Syphilis Case Report Form <p>For males – early syphilis (primary, secondary, early latent):</p> <ul style="list-style-type: none"> • Proportion of early syphilis cases with complete data for the following key variables: <ul style="list-style-type: none"> ➢ Treatment date, stage-appropriate medication/dosage ➢ HIV status ➢ Gender of sex partners 	
<p>B. Ensure client-level interactions for syphilis cases are integrated with HIV, including assessing HIV testing and care status using HIV surveillance data prior to client follow-up to inform opportunities for testing, Pre-exposure prophylaxis (PrEP), and linkage or re-engagement to HIV care.</p>	<ul style="list-style-type: none"> • Description in the End-of-Year report of efforts to actively verify or match syphilis and HIV data to inform comprehensive client interaction, detailing operational problems encountered and overcome. 	<p>07/01/19 – 06/30/24</p>
<p>C. Utilize STD surveillance data for syphilis, gonorrhea and chlamydia to inform public health program action or interventions.</p>	<ul style="list-style-type: none"> • Description of one example of data informed program activity or intervention in the End-of-Year report. 	<p>07/01/19 – 06/30/24</p>
<p>D. Ensure all staff with access to STD data complete the CDPH required confidentiality and data security training and maintain on file the associated confidentiality agreements.</p>	<ul style="list-style-type: none"> • Confidentiality and data security training agreements are maintained in the LHJ. 	<p>07/01/19 – 06/30/24</p>

Exhibit A
 Scope of Work

Part II: Disease Intervention: Conduct disease intervention and partner services to prevent further transmission (community and mother-child).

Activities	Performance Indicators/Deliverables	Timeline
<p>A. Ensure timely investigation of all reported reactive serologic tests for syphilis (reactors):</p> <ol style="list-style-type: none"> 1. Process syphilis reports using the Syphilis Reactor Alert System (SRAS) Guide to identify priority reactors for investigation, including reactors among females of reproductive age (12-44 years old), all reactors among neonates and children, reactors with titers of 1:32 and above regardless of gender or age, and all primary and secondary syphilis cases reported regardless of gender or age. 2. Conduct record search on all incoming syphilis reactors regardless of gender or age, including searching the surveillance registry to determine history of syphilis, verify adequate treatment status at appropriate intervals including appropriate intervals between doses among females, and assess post-treatment titer levels. 3. Obtain data from medical providers or electronic medical record searches to verify patient's diagnosis, signs and symptoms at time of exam, syphilis tests, and stage-appropriate treatment for priority reactors as determined by the SRAS. 	<ul style="list-style-type: none"> • Using template provided by CDPH STD Control Branch, indicate LHJ priorities for public health follow-up of syphilis reactors. • Proportion of all early syphilis cases that are treated appropriately within 7 days of initial report to local health department. 	<p>07/01/19 – 06/30/24</p>

Exhibit A
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>4. Initiate priority syphilis reports for field investigation, interview, and partner services for the following: patients with untreated or inadequately treated syphilis, new cases of syphilis for interview and partner services, and inadequate titer response requiring reassessment.</p>		
<p>B. Facilitate congenital syphilis prevention:</p> <p>1. Ensure that all pregnant and other females of reproductive age with syphilis (all stages) receive:</p> <ul style="list-style-type: none"> • timely and stage appropriate syphilis treatment, according to CDC STD Treatment Guidelines; • referrals to prenatal care, family planning services and/or HIV testing, as needed; • comprehensive interview, including contact tracing/partner elicitation. <p>2. Ensure that sexual and needle sharing partners of female syphilis cases receive:</p> <ul style="list-style-type: none"> • notification of exposure or risk for syphilis; • timely syphilis testing and appropriate treatment, according to CDC STD Treatment Guidelines; • timely testing for HIV and linkage to HIV care as needed; • comprehensive interview, including contact tracing/partner elicitation, for those diagnosed as syphilis cases. 	<p>For females of reproductive age with syphilis (all stages), stratified by pregnancy status:</p> <ul style="list-style-type: none"> • Proportion of pregnant female cases linked to timely and stage-appropriate treatment within 7 days of initial report to the health department. • Proportion of non-pregnant female cases linked to timely and stage-appropriate treatment within 7 days of initial report to the health department. • Proportion of pregnant females who are previously HIV-positive or have a documented HIV test within 30 days before or 14 days after her syphilis diagnosis. <p>For partners of pregnant female syphilis cases (all stages):</p> <ul style="list-style-type: none"> • Proportion of early syphilis cases among females of reproductive age with at least one partner treated within 30 days before or after index client specimen collection. <p>For female partners of male early syphilis cases:</p> <ul style="list-style-type: none"> • Proportion of male early syphilis cases who report female sex partners with at least 1 female partner treated within 30 days before or after specimen collection of the index case. 	<p>07/01/19 – 06/30/24</p>

Exhibit A
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>3. Ensure that female sexual and needle sharing partners of male early syphilis cases receive:</p> <ul style="list-style-type: none"> • notification of exposure or risk for syphilis; • timely syphilis testing and stage-appropriate treatment, according to CDC STD Treatment Guidelines; • referrals to prenatal care or family planning services, as needed; • timely testing for HIV and linkage to HIV care, as needed; • comprehensive interview, including contact tracing/partner elicitation, for those newly diagnosed. 		
<p>C. Facilitate congenital syphilis case management:</p> <ol style="list-style-type: none"> 1. Document birth outcomes for all pregnant females with syphilis. 2. Ensure that all neonates exposed to syphilis receive a comprehensive medical evaluation for evidence of congenital syphilis, per CDC STD Treatment Guidelines. 	<ul style="list-style-type: none"> • Proportion of pregnant female syphilis cases (all stages) with documentation of birth outcome on the Congenital Syphilis Case Report Form. • Proportion of pregnant female syphilis cases (all stages) who did not deliver a baby with congenital syphilis (Congenital Syphilis Prevention Ratio). • Proportion of neonates exposed to any stage of syphilis with appropriate infant medical evaluation and treatment per CDC recommendations, including neonates that are classified as congenital syphilis stillbirths, confirmed cases, probable cases, and non-cases. 	<p>07/01/19 – 06/30/24</p>

Exhibit A
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>D. Facilitate HIV prevention:</p> <p>1. Ensure that all early syphilis cases receive:</p> <ul style="list-style-type: none"> • testing for HIV or confirmation of HIV-positive status; • comprehensive interview, including integrated partner elicitation for syphilis and HIV; • linkage or re-engagement to HIV care for HIV-positive syphilis cases; • referral to HIV PrEP for HIV-negative syphilis cases. <p>2. Ensure that all sexual and needle sharing partners receive:</p> <ul style="list-style-type: none"> • notification of exposure and risk for syphilis and HIV; • linkage to testing and treatment, including presumptive treatment for syphilis; • linkage to HIV testing or confirmation of HIV status; • linkage to HIV care for individuals newly HIV-positive; • re-engagement with care for HIV-positive cases no longer in HIV care; • linkage to HIV PrEP if HIV-negative; • comprehensive interview, including contact tracing/partner elicitation, for those newly diagnosed. 	<p>For early syphilis cases:</p> <ul style="list-style-type: none"> • Proportion of early syphilis cases with HIV negative or unknown status who are tested for HIV, within 30 days of initial report of local health department. • Proportion of HIV-negative early syphilis cases, referred to PrEP. • Proportion of early syphilis cases with new HIV diagnosis linked to HIV care within 30 days of HIV test. • Proportion of early syphilis cases who are previously HIV positive and out of care who are linked to care within 30 days of interview. <p>For partners of early syphilis cases:</p> <ul style="list-style-type: none"> • Proportion of partners tested or treated for syphilis within 14 days of index case interview. • Proportion of HIV-negative/unknown partners tested for HIV within 14 days of index case interview. • Proportion of HIV negative partners who are referred to HIV PrEP. • Proportion of partners with new HIV diagnosis linked to care within 30 days of HIV test. • Proportion of partners who are previously HIV positive and out of care who are linked to care within 30 days of interview. 	<p>07/01/19 – 06/30/24</p>
<p>E. Coordinate and participate in cluster and outbreak detection and response activities related to syphilis clusters, suspected gonorrhea treatment failure or report of reduced drug susceptibility, and other relevant</p>	<ul style="list-style-type: none"> • Description of process and outcomes of activities in the End-of-Year report, including: <ul style="list-style-type: none"> ➤ Identification of cluster, outbreak, suspected drug resistance ➤ Enhanced surveillance and interview of index cases 	<p>07/01/19 – 06/30/24</p>

Exhibit A
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
conditions such as lymphogranuloma venereum or ocular syphilis.	<ul style="list-style-type: none"> ➤ Sexual and social network investigation ➤ Field investigation, community outreach and screening events 	
<p>Optional: Place a checkmark in the box only if Grantee plans to subcontract.</p> <p><input type="checkbox"/> F. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).</p>	Subcontract with community or other organizations, if needed.	

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part II activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not applicable		

Exhibit A
 Scope of Work

Part III: Clinical Services: Assure high quality STD screening and treatment services.

Activities	Performance Indicators/Deliverables	Timeline
<p>A. Conduct an assessment of available STD screening and treatment services to support access to quality STD clinical services in the local health jurisdiction.</p>	<ul style="list-style-type: none"> • Description of the following activities in the End-of-Year Report: <ul style="list-style-type: none"> ➤ STD clinical assessment activities, including name(s) of key community clinics or medical providers and annual clinic census and hours of operation for health department STD clinics. ➤ Activities and partnerships to enhance availability or quality of STD clinical services. 	<p>07/01/19 – 06/30/24</p>
<p>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</p> <p><input type="checkbox"/> B. Enhance quality of STD care among providers in high volume clinics serving high morbidity areas or priority STD patients through activities such as provider detailing or clinical quality improvement.</p>	<ul style="list-style-type: none"> • Proportion of early syphilis cases receiving first-line recommended treatment. • Proportion of gonorrhea cases receiving recommended treatment. • Description of activities and corresponding indicators in the End-of-Year Report. 	<p>07/01/19 – 06/30/24</p>
<p>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</p> <p><input type="checkbox"/> C Enhance STD screening and treatment for vulnerable populations in settings such as jail, juvenile detention centers, and other high prevalence non-clinical settings; mobile testing among homeless encampments and other geographic hot spots; or online via the I Know program.</p>	<ul style="list-style-type: none"> • Description of activities and corresponding indicators in the End-of-Year Report. 	<p>07/01/19 – 06/30/24</p>

Exhibit A
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>Optional: Place a checkmark in the box only if Grantee plans to subcontract.</p> <p><input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).</p>	<p>Subcontract with community or other organizations, if needed.</p>	<p>07/01/19 – 06/30/24</p>

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part III activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
<p>Not applicable</p>		

Part IV: Health Promotion: Increase STD/sexual health awareness and primary prevention.

Activities	Performance Indicators/Deliverables	Timeline
<p>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</p> <p><input type="checkbox"/> A. Collect and review data to understand root causes of disparities in the local community; develop a plan to address disparities among African American and Latino/a populations.</p>	<ul style="list-style-type: none"> • Description of activities in the End-of-Year Report, including: <ul style="list-style-type: none"> ➤ description of local disparities ➤ number of collaborator sites ➤ activities to address disparities ➤ other relevant program outcomes 	<p>07/01/19 – 06/30/24</p>

Exhibit A
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</p> <p><input type="checkbox"/> B. Provide technical assistance to school districts and other school-based partners regarding confidential sexual health services and education in accordance with state regulations.</p>	<ul style="list-style-type: none"> • Description of activities in the End-of-Year Report, including: <ul style="list-style-type: none"> ➤ number of collaborator sites ➤ technical assistance activities ➤ other relevant program outcomes 	<p>07/01/19 – 06/30/24</p>
<p>OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity.</p> <p><input type="checkbox"/> C. Support local implementation of health promotion activities for adolescents and young adults; gay bisexual and other men who have sex with men; transgender individuals; racial/ethnic groups with high rates of infection; and other priority populations as defined by risk or geography.</p>	<ul style="list-style-type: none"> • Description of activities in the End-of-Year Report, including: <ul style="list-style-type: none"> ➤ description of priority population or area ➤ number of collaborator sites ➤ health promotion activities ➤ other relevant program outcomes 	<p>07/01/19 – 06/30/24</p>
<p>D. Promote the presence, relevancy, and accuracy of STD prevention messaging on webpage(s) and other social media.</p>	<ul style="list-style-type: none"> • Local health department website with: <ul style="list-style-type: none"> ➤ local STD data ➤ health alerts and provider resources ➤ sexual and reproductive health education materials ➤ links to clinical services • Description of other social media outreach in the End-of-Year Report. 	<p>07/01/19 – 06/30/24</p>

Exhibit A
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>Optional: Place a checkmark in the box only if Grantee plans to subcontract.</p> <p><input type="checkbox"/> E. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).</p>	<p>Subcontract with community or other organizations, if needed.</p>	<p>07/01/19 – 06/30/24</p>

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part IV activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
<p>Not applicable</p>		

Exhibit A
 Scope of Work

Part V: Policy and Communication: Assure effective communication and policy development to support STD prevention.

Activities	Performance Indicators/Deliverables	Timeline
A. Identify and leverage opportunities to educate community partners, policy makers, and the media.	<ul style="list-style-type: none"> Description of activities will be included in the End-of-Year Report. 	07/01/19 – 06/30/24
B. Participate in statewide STD prevention forums, working groups, and web meetings to build capacity and enhance cross-jurisdictional communication.	<ul style="list-style-type: none"> Number of attendees at the annual in-person California STD/HIV Controllers Association membership meeting Number of monthly Executive Committee teleconferences attended Number of Local Capacity Building webinars attended, as hosted by CDPH STD Control Branch. Number of staff attending statewide stakeholder conferences hosted by CDPH STD Control Branch. Description of additional activities in the End-of-Year Report. 	07/01/19 – 06/30/24
C. Collaborate with health department and external partners to leverage systems for addressing congenital syphilis, HIV prevention, and correctional health.	<ul style="list-style-type: none"> Description of collaborations with health department partners (e.g., Maternal Child and Adolescent Health program, Public Health Nursing, HIV program) and external partners (e.g., community-based organizations, correctional facilities and contractors) in End-of-Year Report. 	07/01/19 – 06/30/24
<p>Optional: Place a checkmark in the box only if Grantee plans to subcontract.</p> <p><input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).</p>	Subcontract with community or other organizations, if needed.	07/01/19 – 06/30/24

Exhibit A
 Scope of Work

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part V activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not applicable		

5. Summary of Required Reports and Data

Frequency	Timeframe	Deadline	Activities	Report Recipient
Annual	07/01/2019 – 06/30/2024	07/31/2020 07/31/2021 07/31/2022 07/31/2023 06/30/2024	Part II – V	STDLHJContracts@cdph.ca.gov
Ongoing	7/01/2019 – 6/30/2024	Ongoing, within 45 days of report to the LHJ	STD Case Closure	CalREDIE data system, or by other means per agreement between the local STD Control Officer and the STDCB.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A, Scope of Work, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in duplicate not more frequently than quarterly in arrears to:

Christine Johnson
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377
Sacramento, CA 95899-7377

- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A, Scope of Work, under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

Exhibit B
Budget Detail and Payment Provisions

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amount payable under this Grant shall not exceed \$119,645.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program Grant Manager. Said invoice should be clearly marked "Final Invoice," indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

- A. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).
- B. Grant funds may be used for reimbursement of travel expenses to attend meetings, conferences, and training. The Grantee is recommended to include travel funds for staff to attend the following:
 - 1. California STD/HIV Controllers Association annual meeting
 - 2. Other statewide conferences and meetings for congenital syphilis, surveillance, and disease intervention
 - 3. Disease Intervention Specialist training (e.g. Passport to Partner Services training for new DIS staff or other training for existing DIS staff)

Exhibit B
Budget Detail and Payment Provisions

- C. In accordance with California Assembly Bill 1887 (Chapter 687, Statutes of 2016), and Government Code Section 11139.8, travel is prohibited to states that, enact the following after June 26, 2015:
1. A law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identify, or gender expression.
 2. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identify, or gender expression.
 3. A law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identify, or gender expression.
- The California Attorney General's webpage lists the states to where travel is prohibited.
- D. The total budget amount for out-of-state travel shall not exceed five (5) percent of the total annual budget of this grant agreement.

7. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local STD program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

8. Proper Use of Funds

- A. The funds for this grant agreement **may be used** for:
1. Local health jurisdiction staff to support STD prevention and control activities.
 2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 6.C. above. Travel costs may include travel and per diem for local leadership and other relevant staff (listed in the budget as in-kind support) to attend the Annual California STD HIV Controllers Association Membership Meeting, Annual STDCB Statewide Meeting (e.g., Congenital Syphilis Prevention Forum), National STD Prevention Conference, or other national forums as relevant. Prior written approval for out-of-state travel approval must be obtained from STDCB and shall not exceed five (5) percent of the total annual budget of this grant agreement.
 3. In-state travel to support local capacity building, except to prohibited states as provided in 6.C. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Passport to Partner

Exhibit B
Budget Detail and Payment Provisions

Services, Phlebotomy, Cultural Humility), or other staff essential to STD prevention and control.

4. STD test kits and other testing supplies.
5. STD treatment (i.e., Suprax, Azithromycin, Bicillin, Ceftriaxone, Doxycycline)
6. Condoms.
7. Provider education materials.
8. Client education materials.

B. The funds for this grant agreement **may be used for the following items, with supportive justification, tracking, and reporting of outcomes:**

1. Incentives such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives.
 - a. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). The value of the incentive is limited to \$50.00 of merchandise per person per intervention (e.g. client attendance for syphilis treatment at \$25.00 for each Bicillin injection).
 - b. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution and client outcomes.
 - c. Incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
 - d. The use of incentives must comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and General Terms and Conditions.
2. BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in STD control and prevention activities. Receipt of a BMM requires action on the part of the recipient. The Grantee is responsible for the possession, security (e.g., will keep the BMMs in a secure location), and accountability of the BMMs. The Grantee will prepare a log sheet that will track and identify each of the BMMs, value, transfer date, and recipient.

C. The funds for this grant agreement **cannot** be used for:

1. Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events such as pens, mugs, t-shirts, posters, key chains, or bumper stickers. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
2. Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
3. Cash incentives paid to an individual.
4. Scholarships paid to an individual or a school on behalf of an individual.

Exhibit B
Budget Detail and Payment Provisions

5. Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
6. The purchase, lease, or other support of county vehicles or mobile testing units.
7. Construction, renovation, improvement, or repair of property.
8. The purchase of alcohol, tobacco, or cannabis.

Exhibit C

Standard Grant Conditions

1. **APPROVAL:** This grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the grant is binding on any of the parties. In no case shall the Department materially alter the scope of the project set forth in Exhibit A.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of any activities related to the project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this grant. Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

Exhibit C

Standard Grant Conditions

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this grant.
10. **INDEPENDENT GRANTEE:** Grantee, and its agents and employees of Grantee, in the performance of the project, shall act in an independent capacity and not as officers, employees, or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments, or changes that could affect the completion of the project or the budget approved for this grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Grant.
 - A. Establish an official file for the project which shall adequately document all significant actions relative to the project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this project, including all grant funds received under this grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the project, especially including any income attributable to grant funds disbursed under this grant;
 - D. Establish an accounting system which will adequately depict final total costs of the project, including both direct and indirect costs; and
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

Exhibit C

Standard Grant Conditions

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this grant to pay for costs associated with any litigation between the Grantee and the Department.
17. **RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the project funded by this grant shall be in the public domain. Grantee may disclose, disseminate, and use, in whole or in part, any final form, data, and information received, collected, and developed under this project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit-making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.
18. **VENUE:** The Department and Grantee agree that any action arising out of this grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this grant, if applicable.
19. **STATE-FUNDED RESEARCH GRANTS**
 - A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
 - B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code Section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, to be made publicly available not later than

Exhibit C

Standard Grant Conditions

12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

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- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E

STD Local Assistance Funds – Standards and General Terms and Conditions

1. Overview

The California Department of Public Health (CDPH) STD Control Branch (STDCB) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH STDCB local assistance funds. The purpose of the sexually transmitted disease (STD) local assistance funds is to augment local support for STD prevention and control activities. The local health department has the authority for STD prevention and control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx>.

2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH STDCB regarding the granting, use and reimbursement of the STDCB local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention intended to highlight successful STD or HIV prevention strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STDCB website:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx>
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address STD control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH STDCB dollars for the same purpose.
- D. Abide by the most recent standards of care for STD screening, treatment, control and prevention as promulgated by:
 1. California Department of Public Health
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>
 2. Centers for Disease Control and Prevention
<https://www.cdc.gov/std/tg2015/default.htm>
- E. Share health advisories, health education materials, and other products created to enhance STD awareness and prevention funded with these dollars with CDPH and other LHJs in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful STD awareness campaigns aimed at the public, select populations, or clinical providers. These should be submitted with the annual progress report.
- F. Submit information and reports as requested by the CDPH STDCB.

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STD Local Assistance Funds – Standards and General Terms and Conditions

3. Reporting Requirements

A. Case Reports

All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees, excluding Los Angeles and San Francisco, must enter STD case data for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE), the CDPH web-based reporting software for notifiable diseases. CDPH STD Control Branch will provide essential variables for data entry and STD case report forms. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.
<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf>
2. Syphilis cases and congenital syphilis case investigations are to be reported according to updated CDPH STDCB protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE; samples of these forms can be viewed at <https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx>. Grantees will submit complete case reports into the CalREDIE Electronic Filing Cabinet within 45 days of initial report to local health department.
3. Chlamydia and gonorrhea reports are automatically initiated through CalREDIE with electronic laboratory report information, data entry of laboratory, or provider report.
4. Cases of gonorrhea with suspected treatment failure or with high minimum inhibitory concentrations (MIC) to CDC-recommended treatment should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
5. Suspected or confirmed cases of granuloma inguinale, lymphogranuloma venereum, and chancroid should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

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Grantees will participate in STD-specific CalREDIE trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts. For STD case definitions, please visit <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx>

B. Electronic Reporting

All Grantees, excluding Los Angeles and San Francisco, must enter STD case data for their jurisdiction directly into CalREDIE, including data entry of core variables into the CalREDIE tabs, case reports and interview records. Neither submission of hard copy forms for data entry into CalREDIE by CDPH, nor scanning of case reports/interview records into EFC, sans data entry, will be accepted. Direct entry of data into CalREDIE improves reporting processes including submission of case reports to the CDC and inter-jurisdictional communication. The CDPH STDCB website has extensive resources to assist LHJs with CalREDIE including frequently asked questions, manuals/guidelines, and forms/instructions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx>

For additional STD-related CalREDIE help, please email STDCalREDIE@cdph.ca.gov.

C. Data Security and Confidentiality

Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs."

<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to STD data.

D. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

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STD Local Assistance Funds – Standards and General Terms and Conditions

E. Financial Expenditures and Reporting

Grantees must maintain records reflecting actual expenditures. Please see the CDPH STDCB Use of Local Assistance Funds document for guidance on allowable and non-allowable expenditures.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/UseofLocalAssistanceFunds.pdf>. The CDPH STDCB reserves the right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service. Financial expenditures/reporting are required and must be submitted within 45 calendar days after the end of each quarter. Annual financial expenditures and reporting should be submitted no later than 45 days after the end of the budget period. Invoices should be sent to STDLHJInvoices@cdph.ca.gov.

F. Annual Performance Progress Reporting

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to STDLHJContracts@cdph.ca.gov.

G. Reporting Use of Incentives

Acceptable incentives include items such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use as behavior modification material, and accompanied by a targeted distribution plan and tracking/reporting/outcome log. When using incentives to achieve the goals and objectives outlined in the Scope of Work, the Grantee must adhere to the following requirements:

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the gift card brand, gift card number, denomination, date purchased, reason for disbursement, the recipient of the incentive, and the issue date (see attached log).
2. Each participant receiving an incentive must complete a Subject Incentive Payment Receipt at the time the incentive is issued. The Subject Incentive Payment Receipt must be kept in a secure location.
3. Participation incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
4. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.

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STD Local Assistance Funds – Standards and General Terms and Conditions

5. The Subject Incentive Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.
4. **Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**
 - A. The CDPH STDCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.
 - B. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

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**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

This California STD and HIV/AIDS Case Reporting System Data Use and Disclosure Agreement (hereinafter referred to as "Agreement") sets forth the information privacy and security requirements that County of Kings (hereinafter referred to as "Data Recipient") is obligated to follow with respect to all STD and HIV/AIDS Case Reporting System data, and other personal and confidential information, (as each of these types of data and information are defined herein), disclosed to Data Recipient by the California Department of Public Health (CDPH) (such STD and Enhanced HIV/AIDS Case Reporting System [eHARS] DATA AND OTHER PERSONAL AND CONFIDENTIAL INFORMATION ARE ALSO REFERRED TO HEREIN COLLECTIVELY AS "Protected Data"). This agreement covers Protected Data in any medium (paper, electronic, oral) the Protected Data exist in. By entering into this agreement, CDPH and Data Recipient desire to protect the privacy and provide for the security of all Protected Data in compliance with all state and federal laws applicable to the protected Data. Permission to receive and use Protected Data requires execution of this agreement that describes the terms, conditions, and limitations of Data Recipient's use of the Protected Data.

- I. Definitions: For purposes of this agreement, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. The acquisition, access, use, or disclosure of Protected Data, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under this agreement, that compromises the privacy, security, or integrity of the information. For purposes of this definition, "compromises the privacy, security, or integrity of the information" means to pose a significant risk of financial, reputational, or other harm to an individual or individuals; or
 2. The same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(d).
 - B. Confidential Information: "Confidential Information" means information that:
 1. Does not meet the definition of "public records" set forth in California Government Code Section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws;
 2. Meets the definition of "confidential public health record" set forth in California Health and Safety Code Section 121035, subdivision (c); or
 3. Is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

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- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information. “Disclosure” includes the disclosure, release, transfer, dissemination, or communication of all or any part of any confidential research record orally, in writing, or by electronic means to any person or entity, or providing the means for obtaining the records (California Health and Safety Code Section 121035 and 121125).
- D. eHARS Data: “eHARS data” means data in or from the central registry maintained by CDPH of demographic, clinical, HIV risk behavior, vital status, health facility, and administrative information on all reported HIV infections and AIDS diagnoses in California, known as eHARS. “eHARS data” specifically includes all information contained in or extracted from the following:
1. The CDPH HIV/AIDS Confidential Case Report Form, Adult (CDPH 8641A);
 2. The CDPH HIV/AIDS Confidential Case Report Pediatric Form (CDPH 8641P);
 3. Birth certificate document;
 4. Death document
 5. Laboratory document;
 6. Pre-test document;
 7. Post-test document;
 8. Administrative data (document identification, system dates) from eHARS.
- E. Personal Information: “Personal Information” means information that:
1. By itself, directly identifies, or uniquely describes an individual; or
 2. Creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. Meets the definition of “personal information” set forth in California Civil Code Section 1798.3, subdivision (a); or
 4. Is one of the data elements set forth in California Civil Code Section 1798.29, subdivisions (e)(1), (2), or (3); or

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5. Meets the definition of “medical information” set forth in either California Civil Code Section 1798.29, subdivision (f)(2) or California Civil Code Section 56.05, subdivision (g); or
 6. Meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (f)(3).
- F. Protected Data: “Protected Data” means data that consists of one or more of the following types of information:
1. “eHARS Data,” as defined above; or
 2. “Confidential Information,” as defined above; or
 3. “Personal Information,” as defined above.
- G. Security Incident: “Security Incident” means:
1. An attempted breach; or
 2. The attempted or successful modification or destruction of Protected Data, in violation of any state or federal law or in a manner not permitted under this agreement; or
 3. The attempted or successful modification or destruction of, or interference with, Data Recipient’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of Protected Data, or hinders or makes impossible Data Recipient’s receipt, collection, creation, storage, transmission, or use of Protected Data by Data Recipient pursuant to this agreement.
- H. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- II. Background and Purpose: The CDPH Office of AIDS (OA) is designated by the California Health and Safety Code Section 131019 as the lead agency for coordinating state programs, services, and activities relating to HIV/AIDS. The primary mission of OA is to assess, prevent, and interrupt the transmission of HIV and to provide for the needs of infected Californians by identifying the scope and extent of HIV infection, providing for the needs which it creates, and disseminating timely and complete information. OA is responsible for oversight of HIV/AIDS case reporting in California and as such, maintains eHARS, a confidential, central registry of demographic and clinical information on all reported HIV infections and AIDS diagnoses in California. Case counts generated by this reporting system are used to inform funding allocations for such programs and activities as the Ryan White Program, Federal Centers for Disease Control and

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Prevention (CDC) prevention, and surveillance. The Health Resources and Services Administration uses HIV and AIDS case counts to determine Ryan White funding levels. Through Ryan White, California receives funding for a wide variety of health care and support services, which identify and coordinate efforts to assist California's most vulnerable HIV-positive populations. eHARS collects data to support HIV/AIDS surveillance according to CDC standards. Thus, the system is designed to collect, organize, manage, store, and retrieve data CDC has identified as necessary to conduct HIV/AIDS case surveillance statewide.

The purpose of this agreement is to permit exchange of eHARS information between California's local health jurisdictions and CDPH. This exchange is necessitated by California Code of Regulations (Title 17, sections 2502, 2505, and 2641.5 through 2643.20), which dictates that case report information from laboratories and health care providers is reportable to the local health officer who thereafter reports this information to CDPH (a decentralized system). California's decentralized eHARS thus facilitates local as well as CDPH access to eHARS data to facilitate local care, prevention, and surveillance activity, including local application to Federal Ryan White Part A funds and locally tailored prevention services.

III. Legal Authority for Disclosure and Use of Protected Data: The legal authority for CDPH to collect, use, and disclose Protected Data, and for Data Recipient to receive and use Protected Data is as follows:

A, General Legal Authority:

List of Reportable Diseases and Conditions:

1. California Health and Safety Code Section 120130 provides in part as follows: "The department shall establish a list of reportable diseases and conditions. For each reportable disease and condition, the department shall specify the timeliness of requirements related to the reporting of each disease and condition, and the mechanisms required for, and the content to be included in, reports made pursuant to this section. The list of reportable diseases and conditions may include both communicable and noncommunicable diseases. Those diseases listed as reportable shall be properly reported as required to the department by the health officer....."
2. Title 17, California Code of Regulations, Section 2500, subdivision (g), provides in part as follows: "Upon the State Department of Public Health's request, a local health department shall provide to the department the information reported pursuant to this section....."

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B. California HIV/AIDS-Specific Legal Authority:

1. Disclosure Permitted for Public Health Purposes: California Health and Safety Code Section 121025, subdivision (a) provides as follows: “Public health records relating to [HIV/AIDS], containing personally identifying information, that were developed or acquired by state or local public health agencies, or an agent of such an agency, shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes.....”
2. Disclosure Permitted to Carry Out the Investigation, Control, or Surveillance Duties of CDPH and Data Recipient: California Health and Safety Code section 121025, subdivision (b), provides as follows: “In accordance with subdivision (g) of Section 121022, a state or local public health agency, or an agent of such an agency, may disclose personally identifying information in public health records ... to other local, state, or federal public health agencies ... when the confidential information is necessary to carry out the duties of the agency ... in the investigation, control, or surveillance of disease, as determined by the state or local public health agency.”
3. Further Disclosure Permitted For Public Health Purposes: California Health and Safety Code Section 121025, subdivision (c) provides as follows: “Except as provided in paragraphs (1) to (3), inclusive, any disclosure authorized by subdivision (a) or (b) shall include only the information necessary for the purpose of that disclosure and shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization, as described in subdivision (a).....”
4. Only Minimum Necessary Disclosure Permitted: California Health and Safety Code Section 121025, subdivision (c), provides as follows: “Any disclosure authorized ... shall include only the information necessary for the purpose of that disclosure.....”
5. Agreement Required: California Health and Safety Code Section 121025, subdivision (c), provides as follows: “[Disclosure] shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization [by the subject of the information].....”

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6. No Liability for HIV/AIDS Reporting: California Health and Safety Code Section 120980, subdivision (i), provides an exemption from liability for disclosure of HIV/AIDS reporting: “Nothing in this section imposes liability or criminal sanction for disclosure of an HIV test, as defined in subdivision (c) of Section 120775, in accordance with any reporting requirement for a case of HIV infection, including AIDS by the [California Department of Public Health].....”

7. AIDS Reporting: Title 17, California Code of Regulations, Section 2502, subdivision (b), provides in part as follows: Title 17, California Code of Regulations, Section 2502, subdivision (b), provides in part as follows: Individual Case and Outbreak Reports: For the diseases listed below, the local health officer shall prepare and send to the Department along with the summary report described in (a) above an individual case or outbreak report for each individual case/outbreak of those diseases which the Department has identified as requiring epidemiological analysis reported pursuant to Section 2500. At the discretion of the director, the required individual case/outbreak report may be either a Confidential Morbidity Report (PM-110 1/90), its electronic equivalent or a hard copy 8.5 x 11 inch individual case/outbreak report form. The Weekly Morbidity by Place of Report form (DHS 8245 11/95) indicates which format to use. Each individual case report shall include the following: 1) verification of information reported pursuant to Section 2500; 2) information on the probable source of infection, if known; 3) laboratory or radiologic findings, if any; 4) clinical signs and/or symptoms, if applicable; and 5) any known epidemiological risk factors..... “An individual case report is required for the following diseases: Acquired Immune Deficiency Syndrome (AIDS).....”

8. HIV Infection Reporting:
 - a. California Health and Safety Code Section 121022, subdivision (a) provides: “To ensure knowledge of current trends in the HIV epidemic and to assure that California remains competitive for federal HIV and AIDS funding, health care providers and laboratories shall report cases of HIV infection to the local health officer using patient names. Local health officers shall report unduplicated HIV cases by name to the [California Department of Public Health]”

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- b. California Health and Safety Code Section 121022, subdivision (f) provides: “State and local health department employees and contractors shall be required to sign confidentiality agreement developed by the department that include information related to the penalties for a breach of confidentiality, and the procedures for reporting a breach of confidentiality.....”
- c. California Health and Safety Code section 121023, subdivision (a) provides: “Subject to subdivision (b), each clinical laboratory, as defined in Section 1206 of the Business and Professions Code, shall report all CD4+ T-Cell Test results to the local health officer for the local health jurisdiction where the health care provider facility is located within seven days of the completion of the CD4+ T-Cell test.....”
- d. Title 17, California Code of Regulations, Section 2643.15, provides in part as follows: “The local health officer or his or her authorized designee shall match and unduplicate laboratory reports of confirmed HIV tests with the local health department HIV/AIDS registry database and with HIV/AIDS case reports received from health care providers and not entered into the database. The health officer or his or her authorized designee shall, within 45 calendar days of receipt of a laboratory report of a confirmed HIV test, submit unduplicated HIV/AIDS case reports to the Department.”

C. Health Insurance Portability and Accountability Act (HIPAA) Authority:

- 1. CDPH HIPAA Status: CDPH is a “hybrid entity” for purposes of applicability of the federal regulations entitled, “Standards for Privacy of Individually Identifiable Health Information,” (“Privacy Rule”) (Title 45, Code of Federal Regulations, Part 160, 162 and 164) promulgated pursuant to HIPAA (Title 42, United States Code, Sections 1320d – 1320d-8). All of the CDPH programs that collect, use, or disclose Protected Data have been designated by CDPH as HIPAA-covered “health care components” of CDPH. (Title 45, Code of Federal Regulations, Section 164.504(c)(3)(iii).)
- 2. Parties Are “Public Health Authorities”: CDPH and Data Recipient are each a “public health authority” as that term is defined in the Privacy Rule. (Title 45, Code of Federal Regulations, Sections 164.501 and 164.512(b)(1)(i).)

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3. Protected Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of Protected Data is a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Protected Data disclosure and/or use by CDPH and Data Recipient, without the consent or authorization of the individual who is the subject of the PHI:
 - a. The HIPAA Privacy Rule creates a special rule for a subset of public health disclosures whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (Title 45, Code of Federal Regulations, Section 160.203(c).) [NOTE: See Section IV.A and IV.B, above.]
 - b. A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law (Title 45, Code of Federal Regulations, Section 164.512(b).).
 - c. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific Protected Data uses and disclosures.
- IV. Disclosure Restrictions: The Data Recipient, and its employees or agents, shall protect from unauthorized disclosure any Protected Data. The Data Recipient shall not disclose, except as otherwise specifically permitted by this agreement, any Protected Data to anyone other than CDPH, except if disclosure is allowed or required by state or federal law.
- V. Use Restrictions: The Data Recipient, and its employees or agents, shall not use any Protected Data for any purpose other than carrying out the Data Recipient’s obligations under the statutes and regulations set forth in Section IV, above, or as otherwise allowed or required by state or federal law.
- VI. Safeguards: Data Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of Protected Data, including electronic or computerized Protected Data. The Data Recipient shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Data Recipient’s operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this agreement), and which

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incorporates the requirements of Section VIII, Security, below. Data Recipient shall provide CDPH with Data Recipient's current and updated policies.

- VII. Security: The Data Recipient shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Data. These steps shall include, at a minimum:
- A. Complying with all of the data system security precautions listed in the Data Recipient Data Security Standards set forth in Attachment A to this agreement.
 - B. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III – Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguards which provides the highest level of protection to Protected Data from breaches and security incidents.
- VIII. Security Officer: The Data Recipient shall designate a Security Officer to oversee its compliance with this agreement and for communicating with CDPH on matters concerning this agreement.
- IX. Training: The Data Recipient shall provide training on its obligations under this agreement, at its own expense, to all of its employees who assist in the performance of Data Recipient's obligations under this agreement, or otherwise use or disclose Protected Data.
- A. The Data Recipient shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
 - B. The Data Recipient shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.
- X. Employee Discipline: Data Recipient shall discipline such employees and other Data Recipient workforce members who intentionally violate any provisions of this agreement, including, if warranted, by termination of employment.

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**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
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- XI. Employee/Contractor Security and Confidentiality Agreement: Prior to accessing protected data, Data Recipient employees and contractors will sign CDPH's confidentiality agreement, provide signed copies of these agreements to CDPH and review these agreements annually as required by law (see Attachment B, "Agreement by Employee/Contractor to Comply with Confidentiality Requirements" (CDPH 8689)).
- XII. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Data Recipient shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this agreement), **or within 24 hours by email or fax** of the discovery of any security incident (as defined in this agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves Protected Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Technology Service Desk at the telephone numbers listed in Section XII(E), below. For purposes of this section, breaches and security incidents shall be treated as discovered by Data Recipient as of the first day on which such breach or security incident is known to the Data Recipient, or, by exercising reasonable diligence would have been known to the Data Recipient. Data Recipient shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Data Recipient.
- Data Recipient shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. Any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code Section 1798.29.
- B. Investigation of Breach: The Data Recipient shall immediately investigate such breach or security incident, and within 72 hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. What data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached.

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2. A description of the unauthorized persons known or reasonably believed to have improperly used the Protected Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the Protected Data, or to whom it is known or reasonably believed to have had the Protected Data improperly disclosed to them.
 3. A description of where the Protected Data is believed to have been improperly used or disclosed.
 4. A description of the probable causes of the breach or security incident.
 5. Whether California Civil Code Section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Data Recipient shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Data Recipient is considered only a custodian and/or non-owner of the Protected Data, Data Recipient shall, at its sole expense, and at the sole election of CDPH, either:
1. Make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice of laws. The CDPH Privacy Officer shall approve the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. Cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

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E. CDPH Contact Information: To direct communications to the above-referenced CDPH staff, the Data Recipient shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Data Recipient. Said changes shall not require an amendment to this agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, Suite 600 Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377, MS6302 Sacramento, CA 95899-7377 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XIII. Indemnification: Data Recipient shall indemnify, hold harmless, and defend CDPH from and against any and all claims, losses, liabilities, damages, costs, and other expenses (including attorney fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Data Recipient, its officers, employees or agents relative to the Protected Data, including without limitation, any violations of Data Recipient's responsibilities under this agreement.

XIV. Term of Agreement: This agreement shall remain in effect for three years after the latest signature date in the signature block below. After three years, this agreement will expire without further action. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. The newly signed agreement should explicitly supersede this agreement, which should be referenced by agreement number and date in Section I of the new agreement. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days advance notice. CDPH may also terminate this agreement pursuant to Section IV or XVII, below.

XV. Termination for Cause:

A. Termination Upon Breach: A breach by Data Recipient of any provision of this agreement, as determined by CDPH, shall constitute a material breach of the agreement and grounds for immediate termination of the agreement by CDPH. At its sole discretion, CDPH may give Data Recipient 30 days to cure the breach.

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- B. Judicial or Administrative Proceedings: Data Recipient will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this agreement. CDPH may terminate the agreement if Data Recipient is found guilty of a criminal violation related to a violation of this agreement. CDPH may terminate the agreement if a finding or stipulation that the Data Recipient has violated any security or privacy laws is made in any administrative or civil proceeding in which the Data Recipient is a party or has been joined.
- XVI. Return or Destruction of Protected Data on Expiration or Termination: On expiration or termination of the agreement between Data Recipient and CDPH for any reason, Data Recipient shall return or destroy the Protected Data. If return or destruction is not feasible, Data Recipient shall explain to CDPH why, in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(E), above.
- A. Retention Required by Law: If required by state or federal law, Data Recipient may retain, after expiration or termination, Protected Data for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Data Recipient's obligations under this agreement shall continue until Data Recipient destroys the Protected Data or returns the Protected Data to CDPH; provided, however, that on expiration or termination of the agreement, Data Recipient shall not further use or disclose the Protected Data except as required by state or federal law.
- C. Notification of Election to Destroy Protected Data: If Data Recipient elects to destroy the Protected Data, Data Recipient shall certify in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(E), above, that the Protected Data has been destroyed.
- XVII. Amendment: The parties acknowledge that federal and state laws relating to information security and privacy are rapidly evolving and that amendment of this agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of Protected Data. Upon CDPH request, Data Recipient agrees to promptly enter into negotiations with CDPH concerning an amendment to this agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this agreement upon 30 days written notice in the event:

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- A. Data Recipient does not promptly enter into negotiations to amend this agreement when requested by CDPH pursuant to this section; or
 - B. Data Recipient does not enter into an amendment providing assurances regarding the safeguarding of Protected Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of Protected Data.
- XVIII. Assistance in Litigation or Administrative Proceedings: Data Recipient shall make itself and any employees or agents assisting Data Recipient in the performance of its obligations under this agreement available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Data Recipient, except where Data Recipient or its employee or agent is a named adverse party.
- XIX. Disclaimer: CDPH makes no warranty or representation that compliance by Data Recipient with this agreement will be adequate or satisfactory for Data Recipient's own purposes or that any information in Data Recipient's possession or control, or transmitted or received by Data Recipient, is or will be secure from unauthorized use or disclosure. Data Recipient is solely responsible for all decisions made by Data Recipient regarding the safeguarding of Protected Data.
- XX. Transfer of Rights: Data Recipient has no right and shall not subcontract, delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this agreement to any other person or entity. Any such transfer of rights shall be null and void.
- XXI. No Third-Party Beneficiaries: Nothing expresses or implied in the terms and conditions of this agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Data Recipient and their respective successors or assignees, any rights, remedies, obligations, or liabilities, whatsoever.
- XXII. Interpretation: The terms and conditions in this agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws.
- XXIII. Survival: The respective rights and obligations of Data Recipient under Sections VII, VIII, and XII of this agreement shall survive the termination or expiration of this agreement.

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- XXIV. Entire Agreement: This agreement constitutes the entire agreement between CDPH and Data Recipient. Any and all modifications of this agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXV. Severability: The invalidity in whole or in part of any provisions of this agreement shall not void or affect the validity of any other provisions of this agreement.

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CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT

Attachment A

Data Recipient Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared, must be at least eight characters, must be a non-dictionary word, must not be stored in readable format on the computer, must be changed every 60 days, must be changed if revealed or compromised, and must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.
2. **System Security Controls**
- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail that can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

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CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT

- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
 - E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
 - F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
3. **Audit Controls**
- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
 - B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
 - C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
4. **Business Continuity / Disaster Recovery Controls**
- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
 - B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
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5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**Exhibit B, Attachment I
Budget
Year 1
July 1, 2019 – June 30, 2020**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Nursing Division Manager	\$9,274	7%	12	\$7,925
Licensed Vocational Nurse II	\$3,566	10%	12	\$4,444
Total Personnel				\$12,369
Fringe Benefits @ 42%				\$5,195
Total Personnel & Benefits				\$17,564
OPERATING EXPENSES				
Training Registration (2 trainings)				\$200
Total Operating Expenses				\$200
MAJOR EQUIPMENT				
				\$0
TRAVEL (meetings, site visits)				
				\$3,530
SUBCONTRACTORS				
				\$0
Total Subcontractors				\$0
OTHER COSTS				
				\$0
INDIRECT COSTS (15% OF PERSONNEL AND BENEFITS)				
				\$2,635
BUDGET GRAND TOTAL				
				\$23,929



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister
Sheriff’s Office – David Robinson

SUBJECT: READVERTISE BIDS FOR OPERATIONS BUILDING FOR THE KINGS
COUNTY SHERIFF’S OFFICE – SITE WORK AND MODULAR BUILDING

SUMMARY:

Overview:

Teter, LLP has prepared plans and specifications for the Operations Building for the Kings County Sheriff’s Office. This will provide for a two story modular building of approximately 13,000 square feet along with site improvements that include parking for staff and command and crime scene vehicles.

Recommendation:

- a. Approve the Plans and Specifications, and authorize the Public Works Department to advertise the Operations Building for the Kings County Sheriff’s Office Site Bid Package; and
- b. Approve the Plans and Specifications, and authorize the Public Works Department to advertise the Operations Building for the Kings County Sheriff’s Office Modular Building Bid Package.

Fiscal Impact:

There is no General Fund impact by this action. If your Board awards this project after bids are opened, funding for his project is shown in the Fiscal Year 2020-2021 Proposed Budget, in Budget Unit 700000 Accumulated Capital Outlay, Account Number 94102.

BACKGROUND:

Funding for this project in the amount of \$7,000,000 was included in Senate Bill 840, which was approved by the State of California in June of 2018. Your Board approved an agreement with Teter, LLP in October of 2018 for the design of this project.

(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

READVERTISE BIDS FOR OPERATIONS BUILDING FOR THE KINGS COUNTY SHERIFF'S OFFICE – SITE WORK AND MODULAR BUILDING

June 23, 2020

Page 2 of 2

Here is a brief timeline of events for the project:

Design approved and authorized to advertise the construction project	Aug 27, 2019
Bids opened – one bid received, \$2M over the estimate	Sept 25, 2019
Board rejected bids	Nov 19, 019
Value engineering provided by Vanir Construction Management to reduce construction cost	Jan 2020
Amended agreement with Teter, LLP to incorporate changes to reduce construction costs	Feb 4, 2020

Design changes include the following:

- The project has been split into two packages – one for site work and one for the modular building. This will allow each package to be awarded to a prime contractor who has expertise in that particular area, instead of a single prime contractor having to subcontract out significant portions or the work to another contractor, with associated markups and increased costs due to additional risks.
- The community room is an additive alternate
- The additional parking is an additive alternate

The estimated probable construction cost for the base work of contracts is \$6.4 million, including design contingencies. Additive alternates for the site work would add an estimated \$166,000 and for the modular building an estimated \$424,000.

The Plans and Specifications are on file with the Clerk of the Board for your Board's and the public's review.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: AGREEMENT WITH THE CALIFORNIA HIGH SPEED RAIL AUTHORITY
AND SOUTHERN CALIFORNIA EDISON

SUMMARY:

Overview:

The California High Speed Rail Authority (HSR) has requested the County's assistance in resolving a utility easement issue with Southern California Edison (SCE). The proposed three party Joint Use Agreement (JUA) will allow the HSR project to continue in a timely manner and allow SCE to relocate their utility within existing County right of way with little impact to the County.

Recommendation:

Approve the Joint Use Agreement with the California High Speed Rail Authority and Southern California Edison for the relocation of Southern California Edison underground facilities.

Fiscal Impact:

There will be no impact to the General Fund. Any future utility relocation costs attributed to the County will be paid out of the Road Fund.

BACKGROUND:

The HSR was informed by SCE that SCE had utilities in a public utility easement (PUE) adjacent to Ponderosa Street in the Sierra Subdivision east of State Route 43 and north of Lacey Blvd. It is necessary to relocate these utilities, and SCE is requiring these utilities be placed in an easement that provides SCE with the same rights it currently enjoys in the existing PUE. The primary right that SCE wants to protect is the ability to recover future relocation costs. The HSR approached County staff and a JUA was proposed, with the County, SCE, and HSR being parties to the agreement.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH THE CALIFORNIA HIGH SPEED RAIL AUTHORITY AND SOUTHERN CALIFORNIA EDISON

June 23, 2020

Page 2 of 2

This JUA requires HSR to pay costs associated with this relocation, and the County agrees to allow the relocated utilities to be placed in the rights of way of Mountain View Street and Edna Way. SCE will be allowed to work on these utilities as they would in the PUE, subject to requirements of the Streets and Highways Code. Future relocation costs due to HSR construction will be paid by HSR. If the County requires relocation for a County project, relocation costs would be the responsibility of the County. County staff anticipates no future County road projects that would require such a relocation, and it is likely that such a project would be driven by the needs of a developer who would be required to pay these costs. The County's responsibilities under this JUA terminate upon annexation of the street to the City of Hanford. This JUA applies only to the SCE facilities relocated as part of this HSR project, and no other SCE utilities in the County are affected.

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No.
Order No.
Serial No.
SCE Doc.

JOINT USE AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2020, by and among Southern California Edison Company, a corporation, hereinafter called "SCE", and the County of Kings, a political subdivision of the State of California, hereinafter called "County", and the State of California, acting by and through the High-Speed Rail Authority, hereinafter called "Authority".

W I T N E S S E T H:

WHEREAS, SCE is the owner in possession of certain rights of way for electrical facilities, hereinafter referred to as "Facilities", by virtue of an easement recorded as Instrument No. 4672 in Book 1199, page 557 on April 21, 1981, official records of Kings County, hereinafter referred to as "SCE's Easement";

WHEREAS, County has easement rights for street and highway purposes on Ponderosa Street in County hereinafter referred to as "Right of Way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway Right of Way is subject to SCE's Easement; and

WHEREAS, SCE's Facilities as now installed and located in a public utility easement adjacent to said Right of Way will interfere with or obstruct the Authority's construction, reconstruction, maintenance or use of said street or highway, and Authority desires to eliminate such interference or obstruction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, SCE, County and Authority do hereby agree as follows:

JOINT USE AGREEMENT

Between S. C. E., a corp. and
County of Kings,
Serial No.
R. P. File No.:
Order No.:
SCE Document:

1. The location of SCE's Facilities, insofar as they now lie in a public utility easement adjacent to said Right of Way, hereinafter referred to as "Original Location", is changed to the strip of land within said Right of Way, hereinafter referred to as "New Location", and shown and designated as "Joint Use Area" on said "Exhibit A".
2. SCE agrees to rearrange, relocate and reconstruct its Facilities within said New Location. SCE hereby consents to the County's and Authority's construction, reconstruction, maintenance or use of a street or highway over, along and upon SCE's Facilities, both in the Original Location and in the New Location within said Right of Way, upon and subject to the terms and conditions herein contained.
3. County acknowledges the priority of SCE's title over the County's title in said New Location subject to the Streets and Highways Code. SCE has and reserves the right to use, in common with the public's use of said street or highway, said New Location for all of the purposes for which SCE's Easement was acquired. SCE shall give reasonable notice to County before performing any work on SCE's facilities in said New Location where such work will obstruct traffic. In all cases, SCE shall exercise due care for the protection of the traveling public.
4. In the event that the future use of said highway Right of Way by County shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of SCE's facilities then existing in said New Location, County shall notify SCE in writing of such necessity and agree to reimburse SCE on demand for its costs incurred in complying with such notice. In the event County transfers all rights and duties associated with said Right of Way to another public agency, including to the City of Hanford by annexation, all rights and duties created by this Agreement shall also transfer without objection and County will have no further responsibility under this Agreement.
5. In the event that the future use of said Joint Use Area shall at any time or times necessitate, due to Authority, or other Authority sponsored work, station construction or access requirements, a rearrangement, relocation, reconstruction or removal of any of SCE's Facilities then existing in said New Location, then Authority shall notify SCE in writing of such necessity and agree to reimburse SCE on demand for its costs incurred in complying with such notice, consistent with the terms and conditions of the Master Agreement between SCE and the Authority, dated March 20, 2015.
6. In the event of such rearrangement, relocation, reconstruction, or removal of SCE facilities then existing in said New Location, SCE will provide County and Authority with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by County and Authority, SCE will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. SCE shall exercise due care for the protection of the traveling public. County, Authority and SCE will enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of SCE's facilities within said highway rights of way. County or Authority, depending on whether such rearrangement, relocation, reconstruction, or removal is made

JOINT USE AGREEMENT
Between S. C. E., a corp. and
County of Kings,
Serial No.
R. P. File No.:
Order No.:
SCE Document:

pursuant to Paragraph Four (4) or Five (5) above, will (1) provide executed document(s) granting to SCE a good and sufficient easement or easements over private property, if necessary, to replace SCE's Easement or any part thereof, and (2) reimburse SCE for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that SCE shall acquire such easement or easements. County shall have no obligation to pay Authority, SCE or any third party for any cost arising under this Paragraph for any rearrangement, relocation, reconstruction or removal initiated by Authority nor shall County be required to provide sufficient easement or easements outside of the public right of way.

7. Authority agrees to indemnify, defend and reimburse SCE for any loss or claim SCE may suffer because of any lack of or defect in County's title to said New Location or any subsequent location within said highway Right of Way, or in the title to any easement provided by Authority over private property, to which SCE relocates its facilities pursuant to the provisions hereof, and Authority agrees that if SCE is ever required to relocate its facilities because of any such lack of or defect in title, Authority shall reimburse SCE for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. Authority shall not reimburse SCE for any loss caused by SCE's own fault or negligence.

8. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of SCE's Easement nor shall this agreement apply to any other of SCE's electrical facilities except said Facilities named herein. SCE shall quit-claim its land rights in the Original Location to Authority as soon as reasonably practicable after completion of tie-in of or cut-over to new Facilities, upon receipt of written request. County, Authority and SCE shall use said New Location in such a manner as not to interfere unduly with the rights of the other parties. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which County, Authority or SCE may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by County, Authority or SCE in such a manner as to cause an unreasonable interference with the use of said New Location by the other parties. County and Authority agree that SCE's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the County or Authority or either party's contractors, and that, if necessary, County and Authority will protect SCE's facilities against any such damage, at such party's expense.

9. SCE shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said New Location in said highway Right of Way, and which in the opinion of SCE may endanger or interfere with the proper operation or maintenance of SCE's facilities, to the extent necessary to prevent any such interference or danger. To exercise this right, SCE shall provide to County ten (10) days written notice. SCE shall, to the full extent permitted by law, indemnify, defend, and hold County harmless, and any and all of its Board members, officials, employees, and agents from and against any liability of any kind whatsoever (including but not limited to liability for claims, suits,

JOINT USE AGREEMENT
Between S. C. E., a corp. and
County of Kings,
Serial No.
R. P. File No.:
Order No.:
SCE Document:

actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by SCE or by any individual or entity for which SCE is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of SCE.

This agreement shall inure to the benefit of and be binding upon County, Authority and SCE and their respective successors and assigns.

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

Southern California Edison Company,

By: _____
Cynthia Calemno
Project Manager
Land Management Division
Real Properties Department

County of Kings

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

Attest:

Catherine Venturella, Clerk of the said Board

High Speed Rail Authority

By: _____

JOINT USE AGREEMENT
Between S. C. E., a corp. and
County of Kings,
Serial No.
R. P. File No.:
Order No.:
SCE Document:

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California

County of _____

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

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

JOINT USE AGREEMENT
Between S. C. E., a corp. and
County of Kings,
Serial No.
R. P. File No.:
Order No.:
SCE Document:

WITNESS my hand and official seal.

Signature _____

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

State of California

County of _____

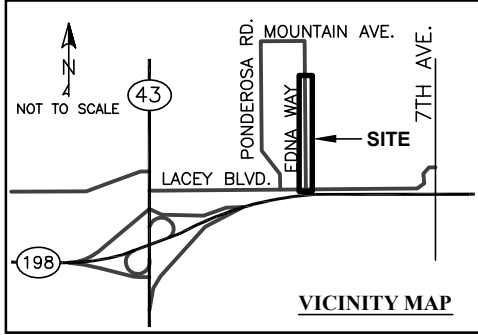
On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),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

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

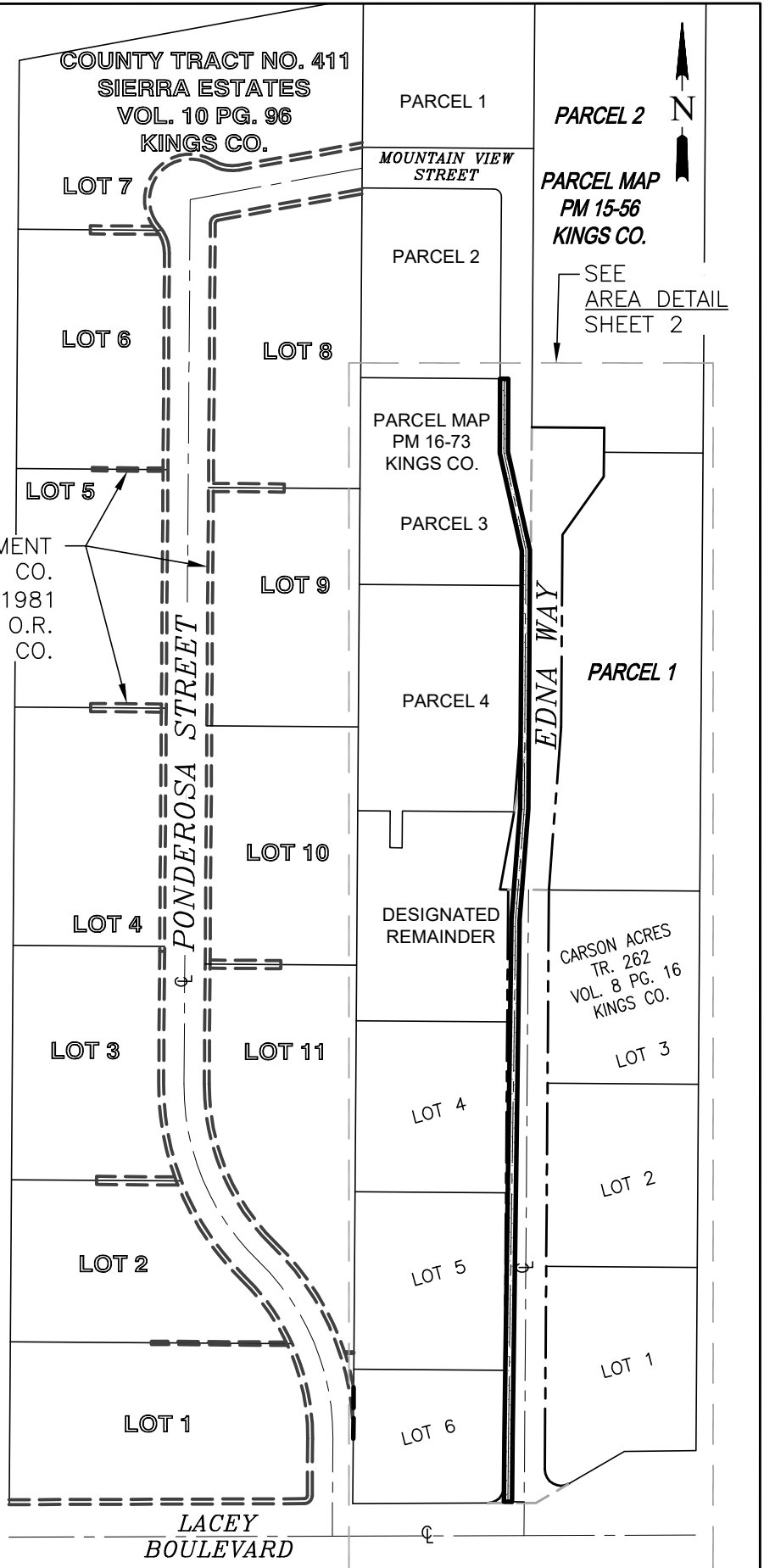
WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

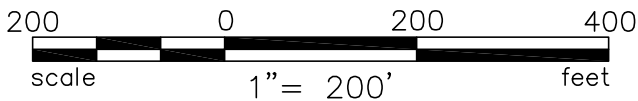


PER GRANT OF EASEMENT
TO SO. CAL. EDISON CO.
REC. 04/21/1981
BK. 1199, PG. 557, O.R.
KINGS CO.





Dated _____, 2020

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-21



LEGEND

-  AREA OF JOINT USE
AREA = 13,831 SQ. FT.± (0.32 AC.)
-  EXISTING SO. CAL. EDISON CO.
EASEMENT PER GRANT OF EASEMENT
BK. 1199 / PG 557 (04/21/1981)

JOINT USE AGREEMENT

A PORTION OF EDNA WAY

SERIAL NO.

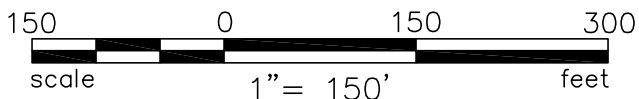
DATED: 05/05/2020

DRAWN BY: SLS/BT

SHEET 1 OF 2

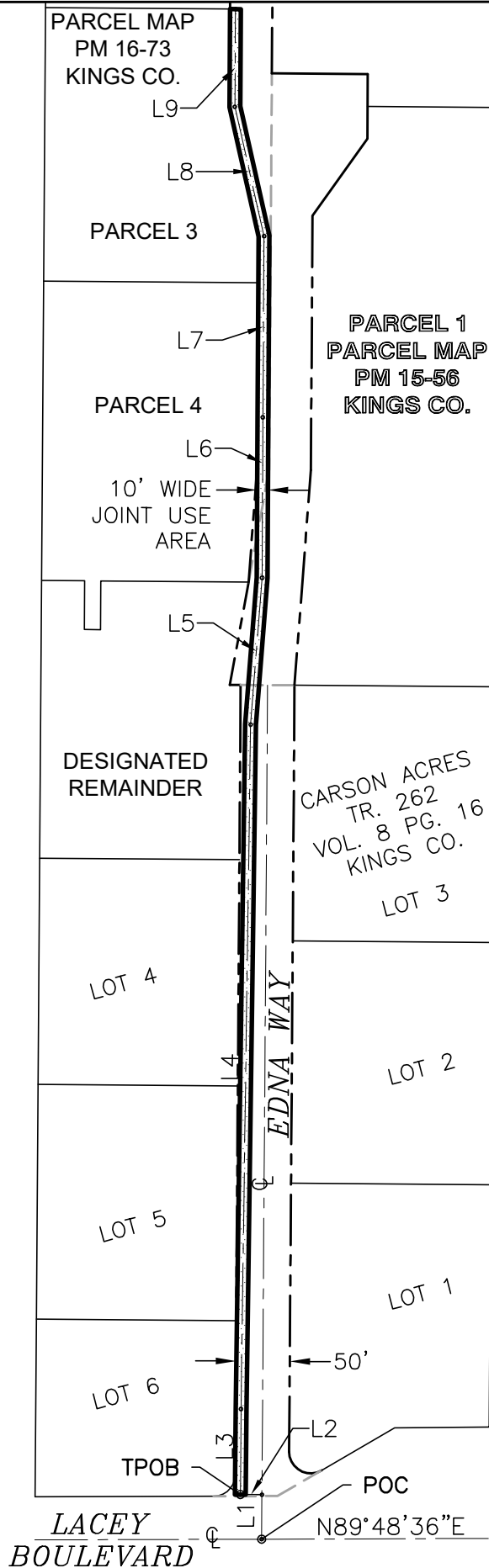
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°24'00"E	41.32'
L2	N89°36'00"W	20.00'
L3	N00°24'00"E	69.44'
L4	N00°48'17"E	635.73'
L5	N04°28'41"E	136.71'
L6	N00°15'51"E	148.99'
L7	N00°24'00"E	168.32'
L8	N12°44'21"W	123.16'
L9	N00°24'00"E	90.67'

AREA DETAIL



LEGEND

- AREA OF JOINT USE
- AREA = 13,831 SQ. FT.± (0.32 AC.)
- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING



JOINT USE AGREEMENT
A PORTION OF EDNA WAY

SERIAL NO.

DATED: 05/05/2020

DRAWN BY: SLS/BT

SHEET 2 OF 2



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Domingo C. Cruz

SUBJECT: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

SUMMARY:

Overview:

The Coronavirus Emergency Supplemental Funding (CESF) Program provides funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. This funding program is sponsored and being ran by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA).

Recommendation:

Authorize the County Administrative Officer to accept and sign the necessary grant documents for the Coronavirus Emergency Supplemental Funding Program.

Fiscal Impact:

The amount of the grant being awarded to the County is \$33,508. This amount will be reflected in the Fiscal Year 2020-2021 Proposed Budget in Budget Unit 110911 (Local Response).

BACKGROUND:

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the Coronavirus 2019 (COVID-19). Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

(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

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

June 23, 2020

Page 2 of 2

The Administrative Office submitted an application for Coronavirus Emergency Supplemental Funding on May 29, 2020, and received the award notification on June 4, 2020. The County's application is titled "COVID-19 Public Safety Prevention Project." The intent of the project is to prevent the spread of the virus for public safety personnel and emergency responders.

COVID-19 Public Safety Prevention Project strives to maintain the safety of public safety personnel and emergency responders, whether during daily operations on the streets, in the community, county buildings where they also work, and/or inside the County Jail that has an average daily population of 550. This will be accomplished by procurement and issuance of facemasks and surgical masks for face covering and cleaning sanitizers to prevent contracting the COVID-19 virus.

The project is for a total of 527 days, which is the duration of the project (January 20, 2020 to June 30, 2021). The County's grant term was approved until January 31, 2022, and it has until that time to expend the funds. This grant will help the County with the initial supply of facemasks, surgical masks, and cleaning sanitizers. If these were to be issued daily, the cost exceeds the amount of the grant funds. It is expected that the funds will be spent in the next few months (expenses since March 2020 is covered), since the County implemented a face covering policy that requires a mask on site for the employees. As of April 27, 2020, the County has spent approximately \$46,107 on the procurement of facemasks and surgical masks for face covering and cleaning sanitizers.

The grant documents have been reviewed and approved as to form by County Counsel.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 4, 2020

Ms. Rebecca Campbell
County of Kings
1400 West Lacey Boulevard
Hanford, CA 93230-5905

Dear Ms. Campbell:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Kings for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$33,508. These funds are for the project entitled COVID-19 Public Safety Prevention Project.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Kings accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

June 4, 2020

Ms. Rebecca Campbell
County of Kings
1400 West Lacey Boulevard
Hanford, CA 93230-5905

Dear Ms. Campbell:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Kings 1400 West Lacey Boulevard Hanford, CA 93230-5905		4. AWARD NUMBER: 2020-VD-BX-1490	
2a. GRANTEE IRS/VENDOR NO. 946000815		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2b. GRANTEE DUNS NO. 074675075		6. AWARD DATE 06/04/2020	7. ACTION Initial
3. PROJECT TITLE COVID-19 Public Safety Prevention Project		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 33,508	
		11. TOTAL AWARD \$ 33,508	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Rebecca Campbell County Administrative Officer	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR X FUND CODE B BUD. ACT. VD DIV. OFC. 80 DIV. REG. 00 SUB. 00 POMS AMOUNT 33508		21. VVDUGT1416	



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1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



Department of Justice (DOJ)
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**AWARD CONTINUATION
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AWARD DATE 06/04/2020

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. FFATA reporting: Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
35. Required monitoring of subawards
- The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. Use of program income
- Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
37. Justice Information Sharing
- Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.
38. Avoidance of duplication of networks
- To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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**AWARD CONTINUATION
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SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for County of Kings

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-VD-BX-1490

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This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Linda Hill-Franklin
(202) 514-0712

2. PROJECT DIRECTOR (Name, address & telephone number)

Domingo Cruz
Administrative Analyst
1400 W Lacey Blvd
Hanford, CA 93230-5905
(559) 852-2515

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

COVID-19 Public Safety Prevention Project

5. NAME & ADDRESS OF GRANTEE

County of Kings
1400 West Lacey Boulevard
Hanford, CA 93230-5905

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 33,508

10. DATE OF AWARD

06/04/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

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

SUBJECT: NOVEL CORONAVIRUS COUNTY UPDATE

SUMMARY:

Overview:

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

Recommendation:

- a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State's roadmap for modifying the statewide order and take action as necessary.

Fiscal Impact:

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

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS 2019 COUNTY UPDATE

June 23, 2020

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December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

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

Staff will also provide an update on the status of the State's roadmap for modifying the statewide order.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

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

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$40,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF 1ST AND KERN APARTMENTS

SUMMARY:

Overview:

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

Recommendation:

- a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Adopt a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for 1st and Kern Apartments, LP for the 1st and Kern Apartments.

Fiscal Impact:

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

(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

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$40,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF 1ST AND KERN APARTMENTS

June 23, 2020

Page 2 of 2

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

1st and Kern Apartments, LP (the “Borrower”), has requested that CalPFA issue revenue bonds in an amount not to exceed \$40,000,000 to finance or refinance the costs of the acquisition, construction, improvement and equipping of a 120-unit multifamily rental housing project to be located at the corner of 1st Street and Kern Avenue in the City of Gilroy, California (the “Project”).

The Board has been asked to conduct the public hearing on June 23, 2020 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

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

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 10:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, June 23, 2020, at 1400 W. Lacey Boulevard, Hanford, California, the Board of Supervisors of the County of Kings (the "County") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition and construction of a multifamily rental housing project located at 1st Street and Kern Avenue (APN 790-21-041), Gilroy, California. The facilities are to be owned by 1st and Kern Apartments, LP (the "Borrower") or a partnership of which JEMCOR Development Partners, LLC (the "Developer") or a related person to the Developer is the general partner, and are generally known as 1st and Kern Apartments (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may either appear in person at the time and place indicated above or submit written comments, which must be received no later than 4:00 pm on Monday, June 22, 2020, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230.

Dated: June 12, 2020

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF 1ST AND KERN APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / _____ RESOLUTION NO. _____

WHEREAS, 1st and Kern Apartments, LP or a partnership of which JEMCOR Development Partners, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 1st Street and Kern Avenue (APN 790-21-041), Gilroy, California (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

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

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$20,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF BIDWELL PLACE APARTMENTS

SUMMARY:

Overview:

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

Recommendation:

- a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Adopt a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for Bidwell Place, LP for the Bidwell Place Apartments.

Fiscal Impact:

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

(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

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$20,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF BIDWELL PLACE APARTMENTS

June 23, 2020

Page 2 of 2

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

Bidwell Place, LP (the “Borrower”), has requested that CalPFA issue revenue bonds in an amount not to exceed \$20,000,000 to finance or refinance the costs of the acquisition, construction, improvement and equipping of a 75-unit multifamily rental housing project to be located at 403 E. Bidwell Street in the City of Folsom, California (the “Project”).

The Board has been asked to conduct the public hearing on June 23, 2020 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

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

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 10:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, June 23, 2020, at 1400 W. Lacey Boulevard, Hanford, California, the Board of Supervisors of the County of Kings (the "County") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$20,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition and construction of a multifamily rental housing project located at 403 East Bidwell Street, Folsom, California. The facilities are to be owned by Bidwell Place, LP (the "Borrower") or a partnership of which St. Anton Communities, LLC (the "Developer") or a related person to the Developer is the general partner, and are generally known as Bidwell Place Apartments (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may either appear in person at the time and place indicated above or submit written comments, which must be received no later than 4:00 pm on Monday, June 22, 2020, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230.

Dated: June 12, 2020

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF BIDWELL PLACE APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / _____ RESOLUTION NO. _____

WHEREAS, Bidwell Place, LP or a partnership of which St. Anton Communities, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$20,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 403 East Bidwell Street, Folsom, California (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 23, 2020

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

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$17,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF THE BOSCO APARTMENTS

SUMMARY:

Overview:

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

Recommendation:

- a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Adopt a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for 1717 University Associates, LLC for The Bosco Apartments.

Fiscal Impact:

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

(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

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$17,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF THE BOSCO APARTMENTS

June 23, 2020

Page 2 of 2

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

1717 University Associates, LLC (the “Borrower”), has requested that CalPFA issue revenue bonds in an amount not to exceed \$17,000,000 to finance or refinance the costs of the acquisition, construction, improvement and equipping of a 15-unit co-living rental housing project to be located at 1717 University Avenue in the City of Berkeley, California (the “Project”).

The Board has been asked to conduct the public hearing on June 23, 2020 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

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

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 10:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, June 23, 2020, at 1400 W. Lacey Boulevard, Hanford, California, the Board of Supervisors of the County of Kings (the "County") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$17,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition and construction of a multifamily rental housing project located at 1717 University Avenue, Berkeley, California. The facilities are to be owned by 1717 University Associates, LLC (the "Borrower") or a partnership of which H3M Partners, LLC (the "Developer") or a related person to the Developer is the general partner, and are generally known as The Bosco Apartments (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may either appear in person at the time and place indicated above or submit written comments, which must be received no later than 4:00 pm on Monday, June 22, 2020, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230.

Dated: June 12, 2020

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$17,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF THE BOSCO APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / _____ RESOLUTION NO. _____

WHEREAS, 1717 University Associates, LLC or a partnership of which H3M Partners, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$17,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 1717 University Avenue, Berkeley, California (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clerk of said Board of Supervisors