

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
Richard Fagundes, District 5



Staff

Kyria Martinez, County Administrative Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, March 19, 2024
Time: 8:30 a.m.
Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ website: <https://www.countyofkings.com>

The meeting can be attended on the Internet by clicking this link:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m324a780861720adf3363e87c6abc7488>

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. *WebEx will be available for access at 8:50 a.m.*

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<https://youtube.com/live/LpysEtK9ZZA?feature=share>

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- I. 8:30 AM **YOUTH AND COUNTY GOVERNMENT DAY**
 - A. Receive an overview of Youth in County Government Day, orientation, and assignments of students to Department Heads and Board of Supervisors.



- II. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Tyler Jones - Koinonia Church
PLEDGE OF ALLEGIANCE

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

- IV. **APPROVAL OF MINUTES**
- A. Report out of Closed Session from the special meeting for March 11, 2024.
 - B. Report out of Closed Session from the regular meeting for March 12, 2024.
 - C. Approval of the minutes from the special meeting for March 11, 2024.
 - D. Approval of the minutes from the regular meeting for March 12, 2024.

- V. **CONSENT CALENDAR**
- A. **Fire Department:**
 - 1. a. Consider approving the budget adjustment for the Fire Department for the purchase of two Type 1 fire apparatus;
 - b. Adopt the budget change. **(4/5 vote required)**
 - B. **Human Services Agency:**
 - 1. a. Consider authorizing the Human Services Agency to apply for Homeless Housing Assistance and Prevention Round Five grant funds through Business Consumer Services administered through the California Interagency Council on Homelessness;
 - b. Authorize the Human Services Agency Director to submit the application and sign necessary grant documents required to secure funds;
 - c. Approve the interagency Agreement with Kings/Tulare Homeless Alliance effective upon execution for a term of up to five years to delineate roles and responsibilities in implementing the Regionally Coordinated Homelessness Action Plan with the Homeless Housing Assistance and Prevention grant funds.
 - C. **Public Works Department:**
 - 1. a. Consider adopting a Resolution finding that there are no unmet transit needs in Kings County;
 - b. Authorize the Public Works Director to sign the claim form to allow the Local Transportation Funds to be received by the County.
 - D. **Sheriff's Office:**
 - 1. Consider approving the Agreement with Trinity Services Group, Incorporated for food services for the Kings County Jail and Kings County Juvenile Center retroactively effective from March 18, 2024 through March 17, 2026.
 - E. **Administration:**
 - 1. Consider denying the Claim for Damages filed by Downtown LA Law Group on behalf of Antonio Montelongo Jaurique.



VI. REGULAR CALENDAR

A. County Counsel – Diane Freeman

1. Consider authorizing the advanced step hire of Risé A. Donlon as Assistant County Counsel at Salary Range 301.5, Step 5, retroactively effective on March 18, 2024, Pay Period 7.

B. Information Technology Department – John Devlin

1. Consider authorizing the Purchasing Manager to sign the purchase order with Coronet Cyber Security, Incorporated for one year of licensing renewals for the email security platform.

VII. 10:00 AM PUBLIC HEARING

A. Community Development Agency – Chuck Kinney/Yesenia Kharufeh

1.
 - a. Hold a Public Hearing regarding the implementation, administration, and writing as requested for HOME Investment Partnerships Program, Community Development Block Grant Program, Building Equity and Growth in Neighborhood, and CalHome Program grants;
 - b. Approve the Agreement with Self-Help Enterprises to implement, administer, and write as requested HOME Investment Partnerships Program, Community Development Block Grant Program, Building Equity and Growth in Neighborhood, and CalHome Program grants effective upon execution by all parties for a period of three years.

VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

IX. CLOSED SESSION

◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**

Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore

- General Unit - CLOCEA
- Supervisor's Unit - CLOCEA
- Blue Collar - SEIU
- Detention Deputy's Association
- Firefighter's Association
- Deputy Sheriff's Association
- Probation Officer's Association
- Prosecutor's Association
- Unrepresented Management

◆ **Significant exposure to litigation: (1 Case)**

[Govt. Code Section 54956.9 (d)(2)(e)(3)]

Additional Info: J.G. Boswell claim for damages



X. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, March 26, 2024 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

FUTURE MEETINGS AND EVENTS

April 2	9:00 AM	Regular Meeting
April 9	9:00 AM	Regular Meeting
April 9	2:00 PM	Board of Equalization Regular Meeting
April 16	9:00 AM	Regular Meeting
April 23	9:00 AM	Regular Meeting
April 30	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 19, 2024

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: KINGS COUNTY YOUTH IN COUNTY GOVERNMENT DAY SPONSORED
BY THE HANFORD ROTARY CLUB

SUMMARY:

Overview:

Youth in County Government Day will be Tuesday, March 19, 2024. Lunch will be provided and the guest speaker will be Dave Robinson, Kings County Sheriff. This event hosts students from various Kings County high schools where they job shadow governmental officials.

Recommendation:

Receive an overview of Youth in County Government Day, orientation, and assignments of students to Department Heads and Board of Supervisors.

Fiscal Impact:

The Hanford Rotary Club will pay for the luncheon for the event, which is estimated at a cost not to exceed \$1,500.

BACKGROUND:

Historically Youth in County Government Day was sponsored by the Hanford Optimist Club for over 39 years. However, in 2014 the Hanford Optimist Club dissolved. The Hanford Rotary recognized the importance of this event to the youth of Kings County and has supported this event since 2015.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 – Chairman
Rusty Robinson, District 4 – Vice-Chairman
Richard Fagundes, District 5



Staff

Kyria Martinez, County Administrative Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Special Meeting Action Summary

Date: Monday, March 11, 2024
Time: 8:30 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

The meeting can be attended telephonically or by the Internet by clicking this link:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m59dc9ed311c53c7f7c0e6d8af716f67b>

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WebEx will be available for access at 8:20 a.m.

Members of the public who wish to view/observe the meeting virtually can do so via the worldwide web at: www.countyofkings.com and click on the “Join Meeting” button or by clicking this

link: <https://youtube.com/live/ddSIWsdm4DM?feature=share>

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DUE TO TECHNICAL DIFFICULTIES, WE DO NOT HAVE A RECORDING OF THE MEETING.

- I. 8:30 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
Pledge of Allegiance
JOE NEVES, DOUG VERBOON, RUSTY ROBINSON, RICHARD FAGUNDES – PRESENT
RICHARD VALLE - ABSENT



II. UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item. NONE

III. CLOSED SESSION

- ◆ **Personnel Matter: [Govt Code Section 54957]**
*Public Employee Appointment: **Library Director***

IV. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, March 12, 2024 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

March 12	9:00 AM	Regular Meeting
March 19	8:30 AM	Regular Meeting. This will be the Les Collins' Memorial Youth in Government Day, sponsored by the Hanford Rotary Club.
March 26	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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Diane Freeman, County Counsel
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- I. 9:00 AM CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION – Doug Verboon, Kings County Supervisor, District 3, Chairman
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT



II. EMPLOYEE RECOGNITION – Kyría Martínez/Dave Robinson

Presentation to the Employee of the 4th Quarter of 2023.

THE BOARD RECOGNIZED SERGEANT KRISTINA MORRIS, KINGS COUNTY SHERIFF'S OFFICE AS EMPLOYEE OF THE 4TH QUARTER OF 2023.

III. UNSCHEDULED APPEARANCES

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Catherine Venturella, Clerk of the Board of Supervisors stated that the Board received a hard copy and electronic copy of correspondence from Los Angeles County Sanitation District regarding the appointment to the Tulare Lake Reclamation District No. 761 trustee position and the letter will be made part of the permanent record of today's meeting.

Kyría Martínez, County Administrative Officer introduced Salvador Flores, Kings County Fire Chief. Mr. Flores thanked the Board for the opportunity to serve in this role.

IV. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for March 5, 2024.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their March 5, 2024 meeting.

B. Approval of the minutes from the regular meeting for March 5, 2024.

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

V. CONSENT CALENDAR

A. District Attorney's Office:

1. a. Consider adopting a Resolution authorizing the District Attorney's Office to submit a grant application for the Fiscal Year 2024-2025 Automobile Insurance Fraud Program; **[RESO 24-011]**
- b. Adopt a Resolution authorizing the District Attorney's Office to submit a grant application for the Fiscal Year 2024-2025 Workers Compensation Insurance Fraud Program. **[RESO 24-012]**

B. Public Health Department:

1. Consider approving the Agreement with the California Department of Public Health to continue to receive, use, and disclose Enhanced Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome Case Reporting System data effective upon execution for a period of five years. **[AGMT 24-031]**

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



VI.

REGULAR CALENDAR

A. County Counsel – Diane Freeman

1. Consider Tulare Lake Reclamation District No. 761's request for appointment of trustee and do one of the following:
 - a. Appoint Sherod Craig to fill the vacancy as a Trustee of the Tulare Lake Reclamation District No. 761 for the remainder of the seat's term, which ends in November 2025;
 - b. Appoint Riley Jones to fill the vacancy as a Trustee of the Tulare Lake Reclamation District No. 761 for the remainder of the seat's term, which ends in November 2025;
 - c. Appoint a qualified individual of the County's choosing to fill the vacancy as a Trustee of the Tulare Lake Reclamation District No. 761 for the remainder of the seat's term, which ends in November 2025;
 - d. Order Tulare Lake Reclamation District No. 761 to call an election to fill the vacancy;
 - e. Take no action

ACTION: APPROVED OPTION B AS PRESENTED (JN, RF, RR, DV-Aye, RV-Abstain)

B. Elections Department – Lupe Villa

1. a. Consider approving a budget adjustment for the Elections Department for the administration of a special election for Congressional District 20;
 - b. Adopt the budget change. **(4/5 vote required)**

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

C. Fire Department – Salvador Flores/Abraham Valencia

1. a. Consider approving the Agreement with the City of Hanford for State Homeland Security Grant Program Fiscal Year 2022 funding for the City of Hanford Fire Department's unmanned aircrafts and training for the performance retroactively effective from September 1, 2022 through May 31, 2025; **[AGMT 24-029]**

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

- b. Approve the Agreement with the City of Hanford for State Homeland Security Grant Program Fiscal Year 2022 funding for the City of Hanford Police Department's portable radios for the performance retroactively effective from September 1, 2022 through May 31, 2025. **[AGMT 24-030]**

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

D. Public Health Department – Rose Mary Rahn/Everardo Legaspi

1. Consider adopting a Resolution proclaiming the month of March 2024 as American Red Cross Month. **[RESO 24-013]**

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

E. Administration – Kyria Martinez

1. Receive a presentation from the Rural Counties Representatives of California Strategic Plan.

THE BOARD RECEIVED THE PRESENTATION AND NO OFFICAL ACTION WAS TAKEN



VII.

STUDY SESSION

A. Administration – Kyria Martinez

Human Services Agency – Wendy Osikafo

1. a. Receive an overview regarding the Federal Emergency Management Agency for Non-Congregate Shelter;
- b. Authorize the Chairman to sign letters of thanks to Senator Alex Padilla, Senator Laphonza Butler, and Representative David Valadao for their support in urging the Federal Emergency Management Agency to fully reimburse the County for non-congregate shelter expenses.

THE BOARD RECEIVED AN UPDATE AND APPROVED AMENDMENTS TO THE LETTERS TO SEND A COPY TO ALL SIGNERS OF THE FINAL LETTERS. (RV, RR, JN, RF, DV-Aye)

VIII.

STUDY SESSION

A. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Receive an overview and update on County efforts for relief aid, closures, and repairs to roads damaged by the 2023 Winter Storm Events.

The Board received an update and the Chairman reopened the unscheduled appearances portion of the agenda for the public to address the board.

Laura Brown, J.G. Boswell Company discussed a map she produced showing which roads near and around the company's farmland they feel are priorities for repair before the upcoming harvest seasons.

George Wurzel, J.G. Boswell company stated that the company employs approximately 140 workers now and are currently paying stipends to some employees who must travel different roads due to the closures and flooding and would like to see the Board direct staff to repair and open priority roads before their harvest season opens.

Jason Proctor, Transportation Company stated that for the safety and economy of the Corcoran area the roads need to be repaired because there will be about 25,000 loads being hauled in the next few months.

Scott Daniels, Transportation provider stated that J.G. Boswell is a source of produce in Kings County and that his company provides transportation for them and within the next 90 days his company will have 4 or 5 million miles traveled for produce and support industries and need to have the roads repaired and open.

David Robinson, Kings County Sheriff stated that he would like to see the Board include temporary fixes to roads that have been damaged for use by safety personnel, including Sheriffs, Fire and Ambulance services. He stated that testing needs to be completed again so that staff can move forward with repairing roads for the safety of everyone in Kings County.

Dustin Fuller, Tulare Lake Drainage Storage District stated that the district has been going through the FEMA process and everyone needs to have a unified message on the losses and devastation from the floods on the roads and how it is hurting those who work and live in the area.

Dominic Tyburski, Kings County Public Works Director stated that heavy truck traffic will tear up the roads that are already damaged from the flooding and he will work with staff to look at prioritizing



roads for safety and see what can be done, but is concerned anything the County does may affect FEMA funding needed for the damage the roadways and bridges within the County due to the floods.

Duane Cooper, Kings County Roads Superintendent stated that the SB Project for Avenal Cut Off Road will cost approximately \$7 Million for the first year of the project and the repairs to the roads that have been damaged by the floods will require a contractor to be hired to complete the work and the costs for repairs will have to come from the general fund money due to other projects earmarked with the existing roads funds.

Erik Urena, Kings County Department of Finance Director stated the \$5 million CDAA funds from CalOES are an advancement and will have to be paid back to CalOES when FEMA reimburses us for the event.

Kirk Gilkey, Gilkey Farms stated that he would like the County to look at repairing 10th Avenue from Pueblo to Redding to create a thoroughfare, the current roadway has safety issues due to the erosion of the shoulders and damages from the floods.

The Board discussed their concerns and which roads needed repairs along with requests heard today and directed staff to come back with costs and a roadway priority list by meeting with landowners and growers to come up with the information.

Jake Joseph, Witt O'Briens stated that advocating as a united front would help to enhance the case for requesting FEMA funds but additional testing would not help with eligibility and would not be able for reimbursement.

IX.

ADMINISTRATIVE HEARING

A. Information Technology Department – John Devlin/Evan Jones

Conduct a re-hearing and make one of the following findings:

1. a. New Perceptions' protest lacks merit and Behavioral Health's recommendation to award RFP 2024-21 to Champions Recovery Alternative Programs, Inc. and Recover Medical Group, PC was reached in a fair and reasonable manner and, therefore, will not be overturned by the Board;
- b. New Perceptions' protest has merit and the Board finds that all proposals received in response to RFP 2024-21 must be re-evaluated by individuals other than those involved in the initial evaluation committee; or
- c. New Perceptions' protest has merit and the Board finds RFP 2024-21 a failure, rejects all proposals received in response thereto, and directs Behavioral Health to issue a new RFP for Adult Substance Use Disorder Treatment Services.

SUPERVISOR VERBOON OPENED THE ADMINISTRATIVE HEARING. TESTIMONY WAS RECEIVED FROM: DR. LISA LEWIS, KINGS COUNTY BEHAVIORAL HEALTH DIRECTOR, CHRISTI LUPKES, KINGS COUNTY BEHAVIORIAL HEALTH DEPUTY DIRECTOR, FLINDT ANDERSEN, NEW PERCEPTIONS CEO AND THE HEARING WAS CLOSED.

ACTION: APPROVE OPTION B (RV) MOTION FAILS FOR LACK OF A SECOND

ACTION: APPROVE OPTION A (JN, RR, RF, DV-Aye, RV-No)



X.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Robinson welcomed the new Fire Chief to Kings County and stated that he attended homelessness meetings, participated in the Kings County Librarian interviews, and traveled on the roads that were damaged by flooding in 2023.

Supervisor Fagundes stated that he helped cook at the Lemoore Liberty school band breakfast where at least 1400 people were served.

Supervisor Neves stated that he attended the Kings County Behavioral Health Advisory Board retreat meeting, attended the CalViva Public Policy meeting, participated in the Kings County blood drive, attended St. Johns Hall fish fry fundraiser, cooked for the Lemoore Liberty school band breakfast and thanked everyone who helped to serve over 1500 people that day and attended the Hanford Fraternal Halls 69th annual meeting.

Supervisor Verboon stated that he was in Arizona to help host a garage tour in honor of his father, William Verboon who passed away in April 2023.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received correspondence from the California State Water Resources Control Board on March 4, 2024, regarding a Notice of Petition Requesting Changes in Water Rights of the Department of Water Resources for the Delta Conveyance Project. The Board received correspondence from the California State Water Resources Control Board on March 6, 2024 regarding an Abridged Notice of Public Hearing Sites Reservoir Project. The Board received correspondence from the Los Angeles County Sanitation District dated March 8, 2024 regarding the Appointment of Riley Jones for the Vacant Tulare Lake Reclamation District No. 761 Trustee Position. The Board received correspondence on March 8, 2024 from the United States Department of the Interior regarding a Notice of Decision relating to an application filed by the Santa Rosa Rancheria to have real property known as the "Alvarado Parcels" accepted by the USA in trust.**
- ◆ **Upcoming Events: Kyria Martinez stated Kings County Behavioral Health will host their Veteran's Support Group on March 12, 2024 from 5:30 p.m.-7:30 p.m. at Veterans Memorial Hall in Hanford. Kings County Library Kettleman City Branch will host its Movie Time on March 13, 2024 from 3:00 p.m.- 4:30 p.m. refreshments will be provided. This program is free and open to the public. The City of Hanford and Valley Community Small Business Development Center will hold an open house and ribbon cutting on March 14, 2024 at 12:00 p.m. at the Hanford Amtrak Station. Adventist Health will host a free Wellness Clinic on March 16, 2024 from 9:00 a.m.-2:00 p.m. There will be medical and dental services, health advice, free haircuts and community resources to help keep families informed about feeling their best. Kings County will host Youth in County Government Day on Tuesday, March 19, 2024 from 8:30 a.m. -1:30 p.m. where 60 high school students from Kings County will have the opportunity to job shadow different departments throughout the County. Kings County Behavioral Health will host their Family Member Support Group today, March 19, 2024 from 5:30 p.m.-7:30 p.m. at 1222 W. Lacey Blvd, Hanford. Kings County Library Hanford Branch will host its Maker Monday on March 18, 2024 from 3:30 p.m. - 4:30 p.m. where participants will learn to make a Soaring Paper Kites, also while at the Library don't forget to view the Kings County newspaper microfilm online via Digital Reel which has a Kings County digitized newspaper collection from as far back as 1889.**
- ◆ **Information on Future Agenda Items: Kyria Martinez stated that the following items would be on a future agenda: Administration - Youth in County Government Day and Claim for Damages for**



LA Law Group; County Counsel -Advanced Promotion for Assistant County Counsel position; Community Development Agency - some grant applications Fire Department - Transfer of funds; Human Services Agency - Homeless Housing, Assistance, and Prevention Program Round five grant application; Information Technology - Cloud annual renewal; Public Works Department - Local Transportation Funds Claim Resolution; Sheriff’s Office - Agreement with Trinity Services Group, Inc.

XI.

CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case)**
[Govt. Code Section 54956.9 (d)(2)(e)(4)]
- ◆ **Significant exposure to litigation: (1 Case)**
[Govt. Code Section 54956.9 (d)(2)(e)(2)]
Threat of litigation on Conditions at Kings County Juvenile Center
- ◆ **Personnel Matter: [Govt Code Section 54957]**
Public Employee Appointment: Library Director
- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor’s Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy’s Association
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association
 - Prosecutor’s Association
 - Unrepresented Management
- ◆ **Litigation initiated formally. Title:**
Sierra Club, et al. v. California Department of Water Resources and DOES 1-20, Sacramento County Superior Court No. 34-2020-80003517-CU-WM-GDS
[Govt Code Section 54956.9(d)(1)]

XII.

ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, March 19, 2024 at 8:30 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers. This will be the Les Collins’ Memorial Youth in Government Day, sponsored by the Hanford Rotary Club.

FUTURE MEETINGS AND EVENTS

March 19	8:30 AM	Regular Meeting. This will be the Les Collins’ Memorial Youth in Government Day, sponsored by the Hanford Rotary Club.
March 26	9:00 AM	Regular Meeting
April 2	9:00 AM	Regular Meeting
April 9	9:00 AM	Regular Meeting
April 9	2:00 PM	Board of Equalization 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.



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

March 8, 2024

Via Electronic Mail

BOSQuestions@co.kings.ca.us and
Diane.badasci@co.kings.ca.us

Diane Badasci
Deputy Clerk of the Board of Supervisors
1400 West Lacey Boulevard
Hanford, California 93230

Dear Diane Badasci:

Appoint Riley Jones for the Vacant Tulare Lake Reclamation District No. 761 Trustee Position

On behalf of the Sanitation Districts of Los Angeles County (Sanitation Districts), I write to encourage the Board of Supervisors to appoint Riley Jones for the vacant Tulare Lake Reclamation District No. 761 (RD 761) Trustee position. Mr. Jones has the necessary skills and experience to help manage a district that faces serious financial and administrative issues and is barely operational.

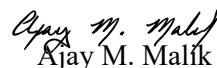
Mr. Jones has spent his entire professional career in this community, beginning in 1965 as a teacher and coach of both football and swimming at Lemoore High School. After 15 years as a teacher, Mr. Jones operated a successful newspaper business for more than a decade before selling the business. Following this Mr. Jones worked for GWF Power Systems, a privately owned energy producer, for more than 25 years in all aspects of the business, including as a Local Business Manager, Legislative Representative and Public Relations and Community Representative.

Mr. Jones also has held numerous community and voluntary positions over the course of his lifetime, which have only increased the knowledge and experience necessary to govern RD 761. These positions have included membership on the Kings County Planning Commission since 1983, Kings Economic Development Corporation, the Lemoore Chamber of Commerce, the Hanford Chamber of Commerce and as a cofounder of the Kings Industrial Group (KIG). The KIG was an organization originally founded to represent certain local industries in a single industrial park. Due to its success, it was subsequently expanded to include all industries in Kings County, including agriculture. It was eventually absorbed into the structure of the Kings Economic Development Corporation.

We at the Sanitation Districts have first-hand knowledge of Riley's expertise and abilities. He has ably supported us in our efforts to be good community citizens and partners in Kings County. Most recently, Riley acted as a local contact for the Sanitation Districts as the Tulare Lake community faced significant challenges due to flooding.

RD 761 is in need of someone like Mr. Jones. RD 761 faces serious issues and has not met the goals of a public agency to operate transparently and in the best interests of all of its members. RD 761 has not produced a budget in decades, and does not have the funds necessary to hold a special election to fill the vacant Trustee position, let alone the financial resources to perform the necessary functions of a reclamation district. Mr. Jones is the only candidate with the appropriate business and management skills and experience to bring about the necessary changes that RD 761 so clearly needs.

Very truly yours,



Ajay M. Malik
Department Head
Technical Services Department

AMM:tld



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 19, 2024

SUBMITTED BY: Fire Department – Salvador Flores/Matthew SanFilippo

SUBJECT: TRANSFER OF FUNDS

SUMMARY:

Overview:

The Fire Department is requesting approval to increase the fiscal year 2023-24 allocation in Capital Asset due to the purchase of two Type 1 fire apparatus that were approved and initiated in fiscal year 2022-23 but occurred in fiscal year 2023-24.

Recommendation:

- a. Approve the budget adjustment for the Fire Department for the purchase of two Type 1 fire apparatus;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the General Fund. Appropriations to purchase the two Type 1 fire apparatus were included in the fiscal year 2022-23 budget via a Board-approved budget adjustment in June 2023. However, the fiscal transaction of the purchase occurred shortly thereafter in fiscal year 2023-24. Appropriations for Capital Assets in fiscal year 2023-24 did not account for the purchase of these apparatus. The purchase of the two vehicles was funded from California Emergency Services (CalOES) pass-through funding that was awarded to the Fire Department from the State Budget process and accounted for in the Fire Fund.

BACKGROUND:

On June 27, 2023, the Board approved the Fire Department to purchase two Type 1 fire apparatus to replace two 1996 E-1 pumping apparatus, totaling \$1,725,217. The budget for fiscal year 2022-23 was adjusted as a result to account for this purchase. However, the purchase occurred in fiscal year 2023-24 and was not accrued back to fiscal year 2022-23. Appropriations in fiscal year 2023-24 are not sufficient to account for the purchase of the previously approved fire apparatus, therefore, fiscal year 2023-24 appropriations need to be adjusted.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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
FIRE	FIRE	Asset equipment	300120	241000	94000	1,725,217.00
					TOTAL	

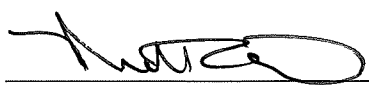
Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FIRE	FIRE	Revenue transfer in	300120	241000	89000	1,725,217.00
					TOTAL	

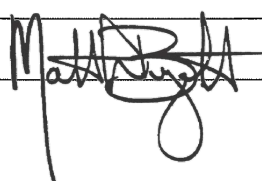
(B) Budget Transfer:

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.)

Dept. of Finance Approval _____ Department Head 

Administration Approval  _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 19, 2024

SUBMITTED BY: Human Services Agency - Wendy Osikafo/Christopher Narez
SUBJECT: HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM
ROUND FIVE GRANT APPLICATION

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting Board approval to apply and accept the Homeless Housing, Assistance, and Prevention (HHAP) Program Round Five grant award through the California Business Consumer Services and Housing Agency administered by the California Interagency Council on Homelessness (Cal ICH). Grant funds are made available to support ongoing efforts to end and prevent homelessness in the community. HSA is requesting Board approval of the Interagency Agreement with Kings/Tulare Homeless Alliance (KTHA) to coordinate efforts to reduce and end homelessness. The Interagency Agreement is an entry requirement for the HHAP Five application.

Recommendation:

- a. Authorize the Human Services Agency to apply for Homeless Housing Assistance and Prevention Round Five grant funds through Business Consumer Services administered through the California Interagency Council on Homelessness;
- b. Authorize the Human Services Agency Director to submit the application and sign necessary grant documents required to secure funds;
- c. Approve the interagency agreement with Kings/Tulare Homeless Alliance effective upon execution for a term of up to five years to delineate roles and responsibilities in implementing the Regionally Coordinated Homelessness Action Plan with the Homeless Housing Assistance and Prevention grant funds.

Fiscal Impact:

There will be no impact to the County General Fund. There is no required match. The HHAP Round

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM ROUND FIVE GRANT APPLICATION

March 19, 2024

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Five award allocation for Kings County is \$575,303. All HHAP Round Five grant funds must be expended by June 30, 2028. This funding may be used as a match for federal funds as long as the purposes of the projects meet the basic requirements of the HHAP grant. There are sufficient appropriations in the Fiscal Year (FY) 2024-25 Requested Budget.

BACKGROUND:

The program is administered by Cal ICH in the Business Consumer Services and Housing Agency. On January 12, 2024, the Cal ICH released the HHAP Round Five allocation and the agreement to apply; the full application is to be submitted by March 27, 2024. HHAP Round Five is authorized by Assembly Bill (AB) 129 (Committee on budget, Chapter 40 Statutes of 2023; Health and Safety Code 50230), which was signed into law by Governor Newsom on July 10, 2023. HHAP Round Five is a \$1 billion grant that provides local jurisdictions, including federally recognized tribal governments, with flexible funding to continue efforts to improve regional and systems coordination to prevent and end homelessness in their communities. This non-competitive funding is available to cities, counties, and Continuums of Care (CoC) for which Kings County has been allocated \$575,303 to support a regional response to reduce and end homelessness.

The purpose of this program is to provide jurisdictions with one-time funds to support regional coordination and expand local capacity to address their immediate homelessness challenges informed by best practice framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. HHAP Round Five is intended to sustain existing federal, state, and local investments towards long-term sustainability of housing and supportive services.

HSA is requesting Board approval to enter into an Interagency Agreement with KTHA, the bi-county CoC. An executed memorandum of understanding or interagency agreement is a mandatory requirement to receive HHAP Round Five funds. The purpose of the agreement is to delineate the roles and responsibilities for KTHA and HSA, committing each to participate in and comply with the Regionally Coordinated Homelessness Action Plan, which was presented to the Board on June 7, 2022.

HSA is requesting Board authorization to apply for HHAP Round Five grant funds and approval for the HSA Director to sign and submit all required documents for HHAP Round Five. HHAP Round Five will be used to assist in addressing immediate homelessness challenges. Eligible uses of funding include the following:

- Delivery of permanent housing and innovative housing solutions such as acquisition, maintenance, improvement of land and buildings being used as permanent housing, and services for people in permanent housing programs.
- Rapid rehousing such as rental subsidies, and landlord incentives such as security deposits and holding fees.
- Prevention and shelter diversion such as homelessness prevention through rental assistance and rapid rehousing.
- Operating subsidies for permanent housing, including operating costs for programs such as Homekey.
- Operating subsidies for interim housing, including subsidies that support ongoing operation and availability of existing interim housing.
- Interim housing such as acquisition, maintenance of land and buildings being used as interim housing.

Agenda Item

HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM ROUND FIVE GRANT APPLICATION

March 19, 2024

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- Navigation centers that are low barrier services provided to people in interim housing.
- Improvement to existing interim housing such as maintenance of an interim housing facility.
- Street outreach to assist persons experiencing homelessness.
- Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- System support for activities necessary to create regional coordination, funding homeless management information systems, regional planning, and application processes.

Each year, Cal ICH releases funding opportunities, applications, allocations, and corresponding agreements for new rounds of grants. The Board has authorized HSA to apply for and accept the previous rounds of HHAP funding and authorized the Agency Director as the signature authority to submit applications and sign necessary grant documents required to secure funding. HSA submitted HHAP Round Four to the Board on July 11, 2023. The Board authorized acceptance of the HHAP Round Four grant, approved the standard agreement (Agreement No. 23-102), and designated the HSA Director as the signature authority for the standard agreement, exhibits, funding acceptance form, and reports as required by the State.

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



California Interagency Council on Homelessness

In partnership with the Department of Housing and Community Development



REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN AND APPLICATION TEMPLATE

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM
ROUND 5 (HHAP-5)

Purpose of this Template

The California Interagency Council on Homelessness (Cal ICH) in partnership with the Department of Housing and Community Development (HCD) is providing this optional application template, inclusive of the Regionally Coordinated Homelessness Action Plan, for use by jurisdictions seeking funding under Round 5 of the Homeless Housing, Assistance and Prevention Program (HHAP-5).

This template closely mirrors the online application portal and is intended to support the regional development and submission of information required for approval by Cal ICH as required in AB 129 (Health & Safety Code § 50230, et seq.).

This template will not be collected by Cal ICH nor reviewed in lieu of an official application submission. Applicants are responsible for inputting the required information into the [online application portal](#) and submitting the official application through the portal no later than 5:00 p.m. on March 27, 2024.

- **PART I: REGIONAL IDENTIFICATION AND CONTRACTING INFORMATION**

- **PART II: REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN**

- 2.1: Participating Jurisdictions' Roles and Responsibilities

- 2.2 Performance Measures and Improvement Plan

- 2.3 Equity Improvement Plan

- 2.4 Plan to Reduce the Number of People Experiencing Homelessness Upon Exiting an Institutional Setting

- 2.5 Plan to Utilize Local, State, and Federal Funds to End Homelessness

- 2.6 Plan to Connect People Experiencing Homelessness to All Eligible Benefit Programs

- 2.7 Memorandum of Understanding

- 2.8 Application Development Process Certification

- **PART III: FUNDING PLAN(S)**

Part I: Regional Identification and Contracting Information

1. Select the CoC Region.
2. Indicate which of the eligible applicants are participating in this HHAP-5 application.

Guidance

*All overlapping jurisdictions within a region must complete a Regionally Coordinated Homelessness Action Plan and submit a single regional HHAP-5 application. For purposes of HHAP-5, the term “region” refers to the geographic area served by a **county**, including all large cities and the CoC or CoCs within it. When multiple counties are served by the same CoC, those counties may choose to apply together or as separate county regions; however, multi-county regions that are served by the same CoC are encouraged to apply as one region and submit a single Regionally Coordinated Homelessness Action Plan.*

Applicants may apply together and still receive and administer funds separately.

- **Large Cities must** apply as part of the regional application with the County and CoC.
- **Counties must** apply as part of a regional application with the CoC and any overlapping Large Cities.
 - *In a multi-county CoC: Counties are strongly encouraged to apply in collaboration with other counties that are served by the same CoC.*
- **A CoC that serves a single county must** apply as part of the regional application with the County and any overlapping Large Cities.
- **A CoC that serves multiple counties must either:**
 - *Apply as part of the regional application with multiple Counties and any overlapping Large Cities; and/or*
 - *Participate in the regional application of **each** overlapping County and the Large Cities therein.*

3. Indicate the Administrative Entity and provide contact information for each Eligible Applicant.

Guidance

Each eligible applicant (Large City, County, and CoC) has the discretion to receive their base allocation directly or may designate an eligible applicant in their region to serve as their Administrative Entity. This selection will indicate to Cal ICH which eligible applicant will enter into contract with the state to receive and administer each eligible applicant’s HHAP-5 allocation.

The Administrative Entity is responsible for HHAP funds and meeting the terms and conditions of the contract. Broadly speaking, this means administering funds, contracting (when necessary) with sub-recipients, and reporting on HHAP-5 dollars and activities to Cal ICH.

- *If you plan to contract with the state to receive and administer **only** your (single) HHAP-5 allocation, select: “Will enter into contract with the state to receive and administer their HHAP-5 allocation individually” under the contracting selection in the application.*
- *If you **do not plan to contract with the state** and instead plan to identify another participating eligible applicant in the region to enter into contract with the state to receive and administer your HHAP-5 allocation, select: “Identify another participating eligible applicant in their region to enter into contract with the state to receive and administer their HHAP-5 allocation” under the contracting selection in the application. You will then be prompted to designate the Administrative Entity from a list of eligible applicants in the region.*
- *If you plan to contract with the state to **receive and administer multiple HHAP-5 allocations** within your region, select “Will enter into contract with the state to receive and administer their HHAP-5 allocation and allocation(s) from other eligible applicants in the region” under the contracting selection in the application.*

Administrative Entity Information

Participating Eligible Applicant	<ol style="list-style-type: none"> 1. Administering only your own HHAP-5 allocation 2. Administering multiple allocations or 3. Designating a different eligible applicant as your Administrative Entity 	If designating, identify the Administrative Entity that will be administering your HHAP-5 Allocation

Contact Information for each Eligible Applicant

Participating Eligible Applicant	Name	Title	Email	Phone Number

Part II: Regionally Coordinated Homelessness Action Plan

2.1 Participating Jurisdictions' Roles and Responsibilities

1. **First** identify and describe the specific roles and responsibilities of **each participating Eligible Applicant** in the region regarding:
 - a. Outreach and site coordination;
 - b. Siting and use of available land;
 - c. Development of interim and permanent housing options; and
 - d. Coordination and connection to the delivery of services for individuals experiencing or at risk of experiencing homelessness within the region.
2. **Then** describe and explain how all collaborating Eligible Applicants in the region are coordinating in each area.

Optional: You may also include roles and responsibilities of small jurisdictions in the region that elect to engage and collaborate on the plan.

Guidance

Each jurisdiction must identify and describe their role in the region for each table.
To add additional Jurisdictions, add rows to the bottom of each table.

Outreach and Site Coordination

Participating Jurisdictions	Role(s) and Responsibilities in Outreach and Site Coordination

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to ensure comprehensive outreach and site coordination to individuals experiencing and at-risk of experiencing homelessness in the region.

Land Use and Development

Participating Jurisdictions	Role(s) and Responsibilities in land use and development

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to use and develop available land to address and end homelessness in the region.

Development of Interim and Permanent Housing Options

Participating Jurisdictions	Role(s) and Responsibilities in development of interim and permanent housing options

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to develop adequate interim and permanent housing options to address and end homelessness in the region.

Coordination of and Connection to Service Delivery

Participating Jurisdictions	Role(s) and Responsibilities in connection to service Delivery

Given the individual roles and responsibilities identified above, describe how all participating jurisdictions are or will begin to coordinate to provide the full array of services, including interim and permanent housing solutions to people experiencing and at-risk of experiencing homelessness in the region.

2.2 System Performance Measures and Improvement Plan

1. **First** identify the most recent system performance measures for the region.
2. **Then** describe the key action(s) the region intends to take to improve each system performance measure.

Guidance

Cal ICH shall provide each region with system performance measures by CoC, with the exception of the LA region, which will receive data from all four CoCs within LA County. Applicants must enter that data in the corresponding metrics fields in the application. Applicants should not adjust the data provided even if the geographic region of the data does not perfectly align with the participating applicant geography of this application.

*Regions must have **at least one** key action for **each** system performance measure. All columns must be filled out for each action.*

For “Funding Type” enter Federal, State, Local, or the unique funding source type.

To add additional actions or racial equity measures, add rows to the bottom of each table.

Note: While Cal ICH expects most of the disparities listed to be based on race or ethnicity, applicants may identify other populations that are also overrepresented among people experiencing homelessness in the region.

Definitions:

- **Key Action(s)** may include a brief description of a strategic initiative or step identified to address or improve the specific system performance measure. This can be a policy, program, partnership, target metric, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- **Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the system performance measure. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.
- **Timeframe** should include a target date for completion of the key action.
- **Success Measurement Method** may include a systematic approach or tool used to assess the effectiveness and impact of the key action on the performance measure. This can be quantitative measures, qualitative feedback, or any combination that provides insight into the progress and outcomes pertaining to the key action. Provide a clear description of how you plan to track and report on the success of your key action.

SPM 1a: Number of people accessing services who are experiencing homelessness.

Measure

Key Action(s) for Improving SPM 1a

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 7.1a: Racial and ethnic disparities among those accessing services who are experiencing homelessness.

Racial or Ethnic Group	Measure

Key Action(s) for Improving SPM 7.1a

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 1b: Number of people experiencing unsheltered homelessness on a single night (unsheltered PIT count)

Measure

Key Action(s) for Improving SPM 1b

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 7.1b: Racial and ethnic disparities among those experiencing unsheltered homelessness on a single night.

Racial or Ethnic Group	Measure

Key Action(s) for Improving SPM 7.1b

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 2: Number of people accessing services who are experiencing homelessness for the first time.

Measure

Key Action(s) for Improving SPM 2

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 7.2: Racial and ethnic disparities in the number of people accessing services who are experiencing homelessness for the first time.

Racial or Ethnic Group	Measure

Key Action(s) for Improving SPM 7.2

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 3: Number of people exiting homelessness into permanent housing.

Measure

Key Action(s) for Improving SPM 3

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 7.3: Racial and ethnic disparities in the number of people exiting homelessness into permanent housing.

Racial or Ethnic Group	Measure

Key Action(s) for Improving SPM 7.3

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 4: Average length of time that people experienced homelessness while accessing services.

Measure

Key Action(s) for Improving SPM 4

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 7.4: *Racial and ethnic disparities in the average length of time that people experienced homelessness while accessing services.*

Racial or Ethnic Group	Measure

Key Action(s) for Improving SPM 7.4

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 5: *Percent of people who return to homelessness within 6 months of exiting the homelessness response system to permanent housing.*

Measure

Key Action(s) for Improving SPM 5

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 7.5: Racial and ethnic disparities in the percent of people who return to homelessness within 6 months of exiting the homelessness response system to permanent housing.

Racial or Ethnic Group	Measure

Key Action(s) for Improving SPM 7.5

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 6: Number of people with successful placements from street outreach projects.

Measure

Key Action(s) for Improving SPM 6

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local gov/Other)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

SPM 7.6: Racial and ethnic disparities in the number of people with successful placements from street outreach projects

Racial or Ethnic Group	Measure

Key Action(s) for Improving SPM 7.6

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type (Federal/ State/ Local)	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

2.3 Equity Improvement Plan

1. Identify and describe the key action(s) the region will take to ensure racial and gender equity in 1) service delivery; 2) housing placements; and 3) housing retention; and 4) identify any changes to procurement or other means to affirm equitable access to housing and services for groups overrepresented among residents experiencing homelessness.
2. Identify if place-based encampment resolution is occurring in the region and if so, CoC must describe and provide evidence of collaboration with the cities or counties providing encampment resolution services that addresses how people served through encampment resolution have or will be prioritized for permanent housing within the Coordinated Entry System.
OPTIONAL: upload any evidence the region would like to provide regarding collaboration and/or prioritization as it relates to question 2.

Guidance

*Of the four tables below, the first three must include at a minimum one key action to address racial equity **and** one key action to address gender equity. The fourth and final table must include at least one key action.*

To add additional actions, add rows to the bottom of the table.

Definitions:

- **Key Action(s)** may include a brief description of a strategic initiative or step identified to address or improve the inequity. This can be a policy, program, partnership, target metric, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- **Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the inequity. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.

Key Action(s) the Region Will Take to Ensure Racial and Gender Equity in Service Delivery

Key Action(s)	Lead Entity	Collaborating Entity/ies

Key Action(s) the Region Will Take to Ensure Racial and Gender Equity in Housing Placements

Key Action(s)	Lead Entity	Collaborating Entity/ies

Key Action(s) the Region Will Take to Ensure Racial and Gender Equity in Housing Retention

Key Action(s)	Lead Entity	Collaborating Entity/ies

Key Action(s) the Region Will Take to Change Procurement or Other Means to Affirm Equitable Access to Housing and Services for Overrepresented Groups Among People Experiencing Homelessness in the Region

Key Action(s)	Lead Entity	Collaborating Entity/ies

Coordinated Entry Prioritization for Place-Based Encampment Resolution

Guidance

Answer the following question(s)

In the online application portal applicants may upload any evidence the region would like to provide regarding collaboration and/or prioritization.

Is place-based encampment resolution occurring within the region?

Yes/No

If yes, then the CoC must describe and provide evidence of collaboration with the cities or counties providing encampment resolution services that addresses how people served through encampment resolution have or will be prioritized for permanent housing within the Coordinated Entry System.

2.4 Plan to Reduce the Number of People Experiencing Homelessness Upon Exiting an Institutional Setting

1. Identify and describe the Key Action(s) **each participating Eligible Applicant** will take to reduce the number of people falling into homelessness as they exit institutional settings including but not limited to jails, prisons, and hospitals.

Guidance

At a minimum, if an institutional setting is present in a jurisdiction, the jurisdiction must identify their role.

To add additional actions, add rows to the bottom of the table.

If an institution is not present in a jurisdiction, type N/A.

Definitions:

- **Key Action(s)** may include a brief description of a strategic initiative or step identified to address or improve the specific performance metric. This can be a policy, program, partnership, target metric, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- **Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the performance metric. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.

Key Action(s) to Reduce the Number of People Experiencing Homelessness Upon Exiting a Jail

Key Action(s)	Lead Entity	Collaborating Entity/ies

Key Action(s) to Reduce the Number of People Experiencing Homelessness Upon Exiting a Prison

Key Action(s)	Lead Entity	Collaborating Entity/ies

Key Action(s) to Reduce the Number of People Experiencing Homelessness Upon Exiting a Hospital

Key Action(s)	Lead Entity	Collaborating Entity/ies

Key Action(s) to Reduce the Number of People Experiencing Homelessness Upon Exiting Other Institutional Settings (such as foster care, behavioral health facilities, etc. as applicable in the region)

Institutional Setting	Key Action(s)	Lead Entity	Collaborating Entity/ies

2.5 Plan to Utilize Local, State, and Federal Funds to End Homelessness

1. The plan must include the total amount of available funding, the amount prioritized for permanent housing solutions, and an explanation of how each participating applicant is utilizing local, state, and federal funding programs to end homelessness.

These programs must include, but are not limited to:

- The Homekey Program,
- The No Place Like Home Program
- The Multifamily Housing Program
- The Housing for a Healthy California Program
- The Homeless Housing, Assistance, and Prevention Program
- Building Homes and Jobs Act
- The California Emergency Solutions Grants Program
- The National Housing Trust Fund established pursuant to the Housing and Economic Recovery Act of 2008
- HOME Investment Partnerships Act
- Parolee or probation programs that are intended to prevent homelessness upon release.

Guidance

*All of the above programs **must** be included and fully explained in the table. Where the region has multiple awards for the same program that are administered by different entities, those may be listed on separate lines. For example, in a region with one county and one CoC who receive their HHAP awards separately, each jurisdiction may enter their HHAP awards in separate lines.*

If one of the ten required programs is not present in a region, type N/A.

In addition to the listed programs, participating Eligible Applicants should add any other funds and programs that are being utilized to address and end homelessness in the region.

To add additional funding programs, add rows to the bottom of the table.

Definitions:

- **Funding Type:** *The source of funding for each program, either federal, state, or local.*
- **Local Fund Administrator:** *The entity responsible for administering the given funding source.*
- **Description of How Funds are/will be Utilized to End Homelessness in the Region:** *Comprehensive summary of how the funding program will be utilized in the region. Applicants should highlight whether, how, and to what extent the funds are being used for permanent housing.*
- **Funding Amount:** *Amount of known, dollars secured or available to spend within the HHAP-5 grant timeframe (FY 23-24 through FY 27-28)*
- **Timeframe of Use:** *The date range the local fund administrator anticipates expending the identified program funds.*

Funding Program	Funding Type (Federal/ State/ Local)	Local Fund Administrator	Description of How Funds are/will be Utilized to End Homelessness in the Region	Funding Amount	Amount Prioritized for Permanent Housing Solutions	Timeframe of Use
The Homekey program						
The No Place Like Home Program						
The Multifamily Housing Program						
The Housing for a Healthy California Program						
The Homeless Housing, Assistance, and Prevention Program						
The Building Homes and Jobs Act Funding						
The California Emergency Solutions Grants Program						
The National Housing Trust Fund established pursuant to the Housing and Economic Recovery Act of 2008						
HOME Investment Partnerships Act						
Parolee or probation programs that are intended to prevent homelessness upon release.						
[other]						

2.6 Plan to Connect People Experiencing Homelessness to All Eligible Benefit Programs

1. Explain how the region is connecting, or will connect, individuals to wrap-around services from all eligible federal, state, and local benefit programs, including, but not limited to, housing and homelessness services and supports that are integrated with the broader social services systems and supports. Benefit Programs include, but are not limited to:
 - CalWORKs
 - CalFresh
 - Supplemental Security Income/State Supplemental Program (SSI/SSP) and disability benefits advocacy
 - In-home supportive services
 - Adult protective services
 - Child welfare
 - Child care
 - Medi-Cal benefits through Managed Care Plans

Guidance

*All of the above benefit programs **must** be included and fully explained in the table. In addition to these benefit programs, participating jurisdictions should add other benefit programs that provide wrap-around services in the region.*

To add additional benefit programs, add rows to the bottom of the table.

Definitions:

- **Connection Strategy/ies** means methods and actions that support client access and/or enrollment in eligible benefit programs. This may be a method or action that supports connection between a benefit program and clients, between benefits programs, and/or between benefits programs and the homeless services system, so long as the method or action supports client access and/or enrollment in the eligible benefit program.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- **Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the metric. This can be

Benefit Programs

Benefit Program	Connection Strategy/ies	Lead Entity	Collaborating Entity/ies
CalWORKs			
CalFresh			
Supplemental Security Income/State Supplemental Program (SSI/SSP) and disability benefits advocacy			
In-home supportive services			
Adult protective services			
Child welfare			
Child care			

Medi-Cal benefits through Managed Care Plans			
[other]			
[other]			

2.7 Memorandum of Understanding

1. Upload the Region's Memorandum of Understanding (MOU).
 - a. Optional: upload any additional supporting documentation the region would like to provide.

Guidance

A Memorandum of Understanding (MOU) must be submitted along with the application. This MOU must reflect the actions in the Regionally Coordinated Homelessness Action Plan submitted under this application, be signed by each participating eligible applicant, and commit each signatory to participate in and comply with the Regionally Coordinated Homelessness Action Plan. Smaller cities that choose to participate in the Regionally Coordinated Homelessness Action Plan may also be signatories to this MOU.

2.8 Application Development Process Certification

1. Provide the dates of the three public meetings that were conducted with stakeholders before the Regionally Coordinated Homelessness Action Plan was completed.

Guidance

No less than three public meetings must be held for each Regionally Coordinated Homelessness Action Plan. Applicants should retain documentation of the meetings in alignment with Cal ICH's records retention requirement outlined in the NOFA. To add additional meetings, add rows to the bottom of the table.

Meeting	Date
1	
2	
3	

2. Describe how specific stakeholder groups were invited and encouraged to engage in the public stakeholder process.

Guidance

A description is required for each stakeholder group for each Regionally Coordinated Homelessness Action Plan. Applicants should retain documentation of these efforts in alignment with Cal ICH's records retention requirement outlined in the NOFA.

Stakeholders	Description of how Stakeholders were invited and encouraged to engage in the public stakeholder process
People with lived experience of homelessness	
Youth with lived experience of homelessness	
Persons of populations overrepresented in homelessness	
Local department leaders and staff of qualifying small jurisdictions, including child welfare, health care, behavioral health, justice, and education system leaders	
Homeless service and housing providers working in that region	
Each Medi-Cal Managed Care Plan contracted with the State Department of Health Care Services in the region	
Street medicine providers and other providers directly serving people experiencing homelessness or at risk of homelessness	

3. Certify under penalty of perjury that all participating eligible applicants met the statutory public meeting process requirements in developing the Regionally Coordinated Homelessness Action Plan.

Part III: Funding Plan

Each **Administrative Entity** is required to submit a funding plan as part of the HHAP-5 Application. The funding plan must account for 100 percent of the HHAP-5 Base allocation(s), 100 percent of the HHAP-5 Planning allocation(s), and 100 percent of the Initial Supplemental Funding allocation(s) which the Administrative Entity will be responsible for administering.

For both the HHAP-5 base allocation and the initial \$100 million supplemental funding, individual allocations for each eligible applicant will be based on their proportionate share of the state's homeless population as reported by HUD in the 2023 PIT count. Allocation amounts will be calculated and released to all applicants once HUD publishes their 2023 Annual Homeless Assessment Report (AHAR).

Cal ICH currently anticipates providing eligible applicants with their calculated allocations by the end of January 2024. This will give applicants at least two months to finalize their HHAP-5 budgets before applications are due at the end of March. Until HHAP-5 final allocations are released, applicants should use their HHAP-4 base allocation as an approximation of their HHAP-5 allocation amount, for planning purposes.

1. Complete a Funding Plan for each Administrative Entity participating in this application.
 - a. Identify all Eligible Use Categories the Administrative Entity anticipates using.
 - b. Provide the **dollar amount** budgeted per eligible use category. Again, this must account for 100 percent of the HHAP-5 Allocation(s) the Administrative Entity will be responsible for administering.
 - c. Where applicable, provide the **dollar amount** that will be designated under the Youth Set-Aside from the selected eligible use categories. **Reminder: the youth set-aside must total at least 10% of all monies received.**
 - d. Provide a brief description of activities HHAP-5 funds will support in each selected eligible use category.
 - e. Provide an explanation of how the activities therein align with the state's HHAP-5 priorities to prioritize permanent housing solutions and sustain existing investments towards long-term sustainability of housing and supportive services.
2. Complete the New Interim Housing Certification
 - a. Indicate whether the budget proposes to support **ANY** new interim housing solutions outside of the youth set-aside.
 - b. Indicate whether the budget proposes to support new interim housing solutions for youth in excess of 10% of the total HHAP-5 Dollars budgeted.
 - c. If the Administrative Entity answers "yes" to either of the above, they will be asked to demonstrate dedicated, sufficient resources from other funding sources for long-term permanent housing solutions. This entails summarizing total available dollars for preventing and ending homelessness in the region, including the percentage of these resources dedicated to permanent and interim housing solutions, providing the status of five policy actions for each eligible applicant in the region, and demonstrating the need for additional shelter.

Guidance

Each Administrative Entity must submit a **single** Funding Plan that accounts for the entire HHAP-5 Allocation(s) which the Administrative Entity will be responsible for administering. This includes:

- 100 percent of the HHAP-5 Base allocation(s);
- 100 percent of the HHAP-5 Planning allocation(s); and
- 100 percent of the Initial Supplemental Funding allocation(s).

The youth set-aside must total at least 10% of all monies received.

Administrative costs **may not exceed 7%** of all monies received.

Up to 1% of all monies received may be budgeted for costs related to the Homeless Management Information System (HMIS). Related costs include HMIS licenses, training, system operating costs, and costs associated with carrying out related activities. Upon agreement between Cal ICH, the grantee, and the Homeless Management Information System lead entity, the grantee shall transfer the authorized amount of funds directly to the HMIS lead entity.

Each funding plan must include:

- Identification of all Eligible Use Categories the Administrative Entity anticipates using
- **Dollar amount** budgeted per eligible use category. Again, this must account for 100 percent of the HHAP-5 Base allocation(s) and 100 percent of the Initial Supplemental Funding allocation(s) which the Administrative Entity will be responsible for administering.
 - If applicable, **dollar amount** from the selected eligible use category that will be designated under the Youth Set-Aside. **Reminder: the youth set-aside must total at least 10% of all monies received.**
 - Administrative costs **may not exceed 7%** of all monies received.
 - Applicants may budget **up to 1%** for costs related to the Homeless Management Information System (HMIS). Related costs include HMIS licenses, training, system operating costs, and costs associated with carrying out related activities. Upon agreement between Cal ICH, the grantee, and the Homeless Management Information System lead entity, the grantee shall transfer the authorized amount of funds directly to the HMIS lead entity.
- A brief description of activities HHAP-5 funds will support in each selected eligible use category.
- An explanation of how the activities therein align with the state's HHAP-5 priority to sustain existing investments towards long-term sustainability of housing and supportive services and prioritize permanent housing solutions.
- Certification that the Administrative Entity does not intend to support new interim housing solutions using HHAP-5 funds.
 - If an Administrative Entity proposes to use HHAP-5 funds to support any new interim housing solutions outside of the youth set-aside and/or interim housing for youth in excess of 10% of the total HHAP-5 allocation, **the region** will be asked to demonstrate how it has dedicated sufficient resources from other funding sources to long-term permanent housing solutions and the need for new interim housing.
 - Reminder: per HSC section 50230(v) "region" means the geographic area served by a county, including all cities and CoCs within it. For the LA region, this means all eligible applicants within the County of LA.

To add another funding plan for an additional Administrative Entity, copy the entire funding plan section (including the "New Interim Housing Certification" and "Demonstrated Need" Subsections) and paste at the bottom of the template.

Funding Plan – [Administrative Entity Name: _____]

Eligible Use Category	Dollars Budgeted	If applicable, Dollars Budgeted for the Youth Set-Aside	Activities these funds will support	How are these activities aligned with the State's priorities?
Rapid Rehousing				
Prevention and Shelter Diversion				
Delivery of Permanent Housing and Innovative Housing Solutions				
Operating Subsidies - Permanent Housing				
Operating Subsidies - Interim Housing				
Improvements to Existing Interim Housing				
Interim Housing				
Street Outreach				
Services Coordination				
Systems Support				
Administrative Costs		X		
Additional 1% for HMIS		X		

New Interim Housing Certification

Does this budget propose to support any new interim housing solutions outside of the youth set-aside?

Yes/No

Does this budget propose to support new interim housing solutions for youth in excess of 10% of the total HHAP-5 Dollars budgeted?

Yes/No

If yes to **either** of the above questions, identify **the region and Eligible Applicants in the region**. Then, respond to all of the below prompts under Demonstration of Dedicated, Sufficient Resources for Permanent Housing. In reviewing whether a region has dedicated sufficient resources from other sources to long term permanent housing solutions, Cal ICH will evaluate financial

resources and policy actions related to reducing and ending homelessness, as well as demonstrated need for additional interim housing.

Demonstration of Dedicated, Sufficient Resources for Permanent Housing

Applicants must respond to this section **when** they have responded “Yes” to either of the questions under “New interim Housing Certification”. At a minimum, this section must reflect all eligible applicants in the region where the eligible applicant is proposing to fund new interim housing.

1. Identify Region and all eligible applicants in the Region.
2. Provide required metrics and narrative under “Status of Financial Resources”
3. Complete the 5 tables under “Status of Policy Actions
4. Provide required metrics and narrative under “Demonstrated Need”

Guidance

Per HSC section 50230(v) “region” means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

Region

Eligible Applicants in the Region

Status of Financial Resources

Provide the following financial resource metrics for the region.

Guidance

Per HSC section 50230(v) “region” means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

- *For Single County CoCs and the LA region: the application is already aligned with the “region” definition. Therefore, the first two metrics must exactly reflect the information in “[Plan to Utilize Local, State, and Federal Funds to End Homelessness](#)” above. In the Cognito Form, the first two metrics will automatically populate from the information provided. The applicant will need to provide the “Percent dedicated to interim housing solutions”.*

- For multi-county CoCs: because the participating eligible applicants may or may not exclusively align with the “region” definition, the applicant will need to assess and summarize the relevant information from the in “[Plan to Utilize Local, State, and Federal Funds to End Homelessness](#)” above. Here relevant information refers to the aggregate dollars available to the [Eligible Applicants](#) listed the tables directly above, in alignment with the “region” definition.

Total amount of funds the region is using from its available federal, state, and local dollars to prevent and end homelessness as described in the Action Plan Section: Utilization of Local, State and Federal Funds to End Homelessness

\$

Percent of the above that is dedicated to permanent housing solutions

Percent of the above that is dedicated to interim housing solutions

%

%

Describe the impact your proposed use(s) of HHAP-5 dollars would have on the above percentages.

Status of Policy Actions

Provide a status update for each Eligible Applicant in the region on the following policy actions related to reducing and ending homelessness.

Guidance

Per HSC section 50230(v) “region” means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (large cities, CoCs, and the county) within the County of LA.

Each of the following tables must be fully filled out for **every** Eligible Applicant in the Region

- The Italicized text in the table provides selections available

Housing Element

Eligible Applicant	Is this Eligible Applicant's Housing Element Compliant?	<i>If no</i> , provide a timeline of plans to submit revisions to HCD and request technical assistance to address remaining issues
	Yes/No	

Prohousing Designation

Eligible Applicant	Current Prohousing Designation Status	If the Eligible Applicant has not been designated Prohousing, identify Prohousing policies that this Eligible Applicant has adopted or plans to adopt in the future.
	<i>Has been designated Prohousing/ Has applied for Prohousing Designation/ Plans to apply for Prohousing Designation</i>	

USICH Seven Principles for Addressing Encampments

Eligible Applicant	Does the Eligible Applicant have a current practice or commitment to follow the Seven Principles?
	<i>Has a current practice of following the Seven Principles/ Has made an active commitment to follow the Seven Principles/ Neither of the above</i>

Housing Law Violations

Eligible Applicant	Does this Eligible Applicant have any outstanding housing law violations with HCD's housing accountability unit or the Attorney General's Office?	If the Eligible Applicant has an outstanding housing law violation, provide a plan to resolve issues or plans to request technical assistance to address remaining issues.
	Yes/No	

Surplus Land

Eligible Applicant	Does this Eligible Applicant have a current practice or commitment to identify local surplus land that could be encouraged for use as housing?
	<ol style="list-style-type: none"> 1. <i>Has a current practice of identifying local surplus land for housing.</i> 2. <i>Has a current commitment to identifying local surplus land for housing.</i> 3. <i>Requests technical assistance from HCD's Surplus Land Unit to analyze local surplus land for potential use as housing.</i>

Demonstrated Need

Additionally, consistent with previous rounds of HHAP, interim housing is limited to clinically enhanced congregate shelters, new or existing non-congregate shelters, and operation costs of existing navigation centers and interim housing based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following for the region:

Number of shelter beds in the region	#
Number of people experiencing unsheltered homelessness (PIT)	#
Percentage of exits from emergency shelters to permanent housing solutions	%

A plan to connect residents to permanent housing.

NOTE: If there are multiple Administrative Entities applying as part of this regional application, copy and paste the above Funding Plan template here, one for each additional Administrative Entity.



Human Services Agency
County of Kings - State of California

INTERAGENCY AGREEMENT
Between
Kings/Tulare Homeless Alliance
And
Kings County Human Services Agency

WHEREAS, the Kings/Tulare Homeless Alliance (“Alliance”) is responsible for coordinating community efforts to end and prevent homelessness within Kings and Tulare Counties;

WHEREAS, the Alliance is responsible for ensuring that all United States Department of Housing and Urban Development (“HUD”), the California Interagency Council on Homelessness (“Cal ICH”), and State of California Housing and Community Development (“HCD”) Homeless Housing, Assistance and Prevention (“HHAP”) awardees within Kings and Tulare Counties adhere to Federal, State, and local policy and procedures as established by the Alliance;

WHEREAS, the Kings County Human Services Agency (“Partner Agency”) applied for HCD Homeless Housing, Assistance and Prevention funding to provide housing and homeless services to individuals experiencing homelessness in Kings and Tulare Counties.

NOW, THEREFORE, IT IS AGREED that the Alliance is responsible for Continuum of Care planning for homeless programs in the bi-county region, and Partner Agency, has applied for funds to provide homeless program services within Kings or Tulare Counties; the above parties mutually agree to the following terms and conditions:

I. Background

Kings County Human Services Agency (“HSA”)

The County of Kings is a political subdivision of the State of California, formed in 1893. As a “general law” county, the county government structure is determined by the State Constitution and State General Law. The Board of Supervisors is the governing body for Kings County and many special districts. The Human Services Agency is the County’s social services department, providing assistance and services to indigent individuals and families.

Kings/Tulare Homeless Alliance (“Alliance”)

In 1999, the Kings/Tulare Homeless Alliance was created to provide leadership in creating a stronger bi-county network of service delivery to homeless individuals, homeless families, and those at risk of becoming homeless through facilitating better communication, planning coordination, and cooperation among all entities that provide services to the region's homeless.

This MOU between the Alliance and HSA delineates the roles and responsibilities regarding the utilization and administration of Homeless Housing, Assistance and Prevention ("HHAP") funding and related activities with the California Interagency Council on Homelessness ("Cal ICH") and State of California Housing and Community Development ("HCD").

II. Responsibilities

The Alliance shall:

- A. Oversee the Homeless Management Information System (HMIS)
- B. Oversee the bi-county Coordinated Entry System (CES)
- C. Make HHAP funds accessible to community partners via the release of a Request for Proposals ("RFP"), Request for Applications ("RFA"), or similar competitive awards process.
- D. Retain a Racial Equity Coordinator for a period of at least three years to assist in identifying best-practice approaches to addressing housing and system inequalities.
- E. Hold monthly Membership Meetings with community partners serving the unhoused.
- F. Provide trainings for all client facing staff on CES, Housing First, Equal Access Rule, and the Violence Against Women Act. Additional trainings on scheduled on a quarterly basis on topics such as racial and LGBTQIA equity, tenant rights and eviction prevention, cultural competency, etc.
- G. Coordinate the annual Point-in-Time Count.

HSA shall:

- A. Work closely with the Alliance in the development of applications for Homeless Housing, Assistance and Prevention ("HHAP") funds inclusive of aligning goals, objectives, expenditure plans, racial equity, and related outcome measures.
- B. Target the utilization of HHAP funds to existing housing efforts underway in the community as identified and prioritized in the County's Local Homelessness Action Plan.
- C. Utilize the Homeless Management Information System (HMIS) data tracking system for services provided by HSA's HHAP plan. Timeliness and quality of data entered in the HMIS will be monitored monthly and during the annual monitoring site visit.
- D. Administer a Vulnerability Index Service Priority Decision Assistance Tool (VI-SPDAT) for all homeless individuals and families served by HSA.
- E. Actively participate in Alliance activities to include but not limited to the following: Point-In-Time-Count and General Membership Meetings.
- F. Participate in the Kings County Homeless Collaborative and will regularly engage its membership regarding information and activities related to HHAP.

III. Mutual Responsibilities

- A. Agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded for improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. Collaborate on addressing racial equity goals as mutually developed during the Homeless Housing, Assistance and Prevention (HHAP) application process.
- C. Engage in technical assistance and training opportunities provided through Cal ICH, HCD, and similar state agencies.
- D. Develop a listing of standard recommended and required training including but not limited to Trauma Informed Care, Motivational Interviewing, Cost of Poverty Experience, and Mental Health First Aid.
 - a. Funding to cover costs associated with training such as registration, licensing, or other fees will be born independently by each agency or if possible, will be offered at no charge or in-kind as part of our mutual agreement.
- E. Collaborate on applications for future rounds of HHAP.
- F. Communicate:
 - a. Changes to an existing project or change in sub-population served that is significantly different than what the funds were originally approved for, including any budget amendments submitted directly to the funder
 - b. Increase/decrease of other funding to a project that could affect projected numbers of participants served, program staffing, performance, etc.
 - c. Delays in the start-up of a new project
 - d. Programs having difficulty in meeting projected numbers served or performance outcomes.
- G. Participate in and comply with the regionally coordinated homelessness action plan.

IV. Coordinated Entry System

A Coordinated Entry System (CES) is defined as a centralized or coordinated process designed to coordinate program participant intake, assessment, and provision of referrals. A CES covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

The overarching goals of a Coordinated Assessment System is to simplify access to services by clients, track systems outcomes to inform and enhance decision making, improve overall system efficiency, and leverage community resource to achieve the most impact.

HSA agrees to participate in the Alliance's CES. This includes the utilization of the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). A VI-SPDAT shall be administered for each client/household attempting to access housing services. Each client/household's VI-SPDAT shall be entered in the local Homeless Management Information System (HMIS) for scoring and placement on the Housing Priority List.

The bi-county Housing Navigator will manage the Housing Priority List within HMIS and assign households to available beds with the Continuum. Agencies are bound by his MOU to accept clients/households as assigned by the Housing Navigator, providing the client meets program guidelines (e.g. chronic homeless, disability condition, veteran, etc.).

V. Data Sharing

KTHA and HSA are required to utilize the Homeless Management Information System (HMIS) data tracking system for HUD required data elements, services and case management activities. HMIS participation is also a requirement of California Assembly Bill (AB) 977. HMIS is the computerized data collection tool specifically designed to capture client-level information over time on:

1. The characteristics and services needed of men, women, and children experiencing homelessness
2. The services provided to these clients

The system will be used for a variety of reasons, including efficient data sharing between authorized Partner Agencies, which will in turn provide more effective and streamlined services to clients.

VI. Term

This MOU is effective from the date of execution through the completion of the HHAP Program in Kings County, or five years, whichever is longer, unless otherwise agreed to by both parties in writing.

VII. General Provisions

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

VIII. Conclusion

- A. This MOU, consisting of five (5) pages, is the full and complete document describing services to be rendered by the Alliance and HSA for the Homeless Housing, Assistance and Prevention funding.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective entities to the terms and conditions set forth in this document.

Signatory Authority:


Each party has full power and authority to enter into and perform this MOU and the person signing this MOU on behalf of each has been properly authorized and empowered to enter into this MOU. Each party further acknowledges that it has read this MOU, understands it and agrees to be bound by it.

IN WITNESS WHEREOF, this agreement is executed as of _____.

COUNTY OF KINGS

KINGS/TULARE HOMELESS ALLIANCE


By: _____
Doug Verboon, Chair

By:  _____
Laura Fisher, Executive Director

ATTEST

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM



Diane Freeman, 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 March 19, 2024

SUBMITTED BY: Public Works Department - Dominic Tyburski/Nkauj Enquist

SUBJECT: LOCAL TRANSPORTATION FUNDS CLAIM RESOLUTION

SUMMARY:

Overview:

The Public Works Department is requesting the Board's approval of a resolution stating that there are no unmet transportation needs in Kings County based on findings made by the Kings County Area Public Transit Agency (KCAPTA), of which the County is member agency. The Local Transportation Fund (LTF) is based on the population percentages of each jurisdiction. Annually, the Public Works Department submits a form to claim our apportionment of the LTF to be used for road maintenance and construction. Approval to submit the claim for these funds is also requested.

Recommendation:

- a. Adopt a resolution finding that there are no unmet transit needs in Kings County;
- b. Authorize the Public Works Director to sign the claim form to allow the Local Transportation Funds to be received by the County.

Fiscal Impact:

This action will provide \$955,996 in revenue for the Road Maintenance Fund, Budget Unit 311000, for fiscal year 2024-25. This is the County's share of the available funding for road maintenance and construction after funding for transit related programs have been allocated. The total estimated Local Transportation Fund (LTF) allocation for fiscal year 2024-25 is \$6.2 million. Anticipated allocations are as follows:

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

LOCAL TRANSPORTATION FUNDS CLAIM RESOLUTION

March 19, 2024

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FY 2023-24 LOCAL TRANSPORTATION FUND SHARES				AMOUNT CLAIMED	AMOUNT REMAINING
1	Estimate of LTF for Fiscal Year 2024-25 by Kings County Auditor pursuant to Section 6620 of the California Administrative Code:				6,400,000.00
2	Article 3, Pedestrian and Bicycle Facilities:			\$128,000 (amount available)	6,400,000.00
	Claimed to date	AMOUNT	\$0		
3	Shares of remaining LTF based on the Department of Finance population estimate as of May 1, 2023:				6,400,000.00
	AGENCY	POPULATION*	PERCENTAGE	SHARE	
	Avenal	13,374	8.8559%	\$566,778	
	Corcoran	21,442	14.1983%	\$908,691	
	Hanford	58,893	38.9973%	\$2,495,827	
	Lemoore	26,609	17.6198%	\$1,127,667	
	Kings Co.	30,700	20.3287%	\$1,301,037	
	TOTAL	151,018	100.0000%	\$6,400,000	
4	LTF Administration and Article 8 Transportation Planning cost for KCAG:			\$200,000	6,200,000.00
	AGENCY	PERCENTAGE	SHARE		
	Avenal	8.8559%	\$17,712		
	Corcoran	14.1983%	\$28,397		
	Hanford	38.9973%	\$77,994		
	Lemoore	17.6198%	\$35,240		
	Kings Co.	20.3287%	\$40,657		
	TOTAL	100.0000%	\$200,000		
5	Article 4, Public Transit, KART (Not Shared by Corcoran):			\$2,000,000	4,200,000.00
	AGENCY	PERCENTAGE (Based on Pop. & Hrs. of Service)	SHARE		
	Avenal	5.8559%	\$117,118		
	Corcoran	0.0000%	\$0		
	Hanford	55.9150%	\$1,118,300		
	Lemoore	23.0099%	\$460,198		
	Kings Co.	15.2192%	\$304,384		
	TOTAL	100.0000%	\$2,000,000		
6	Article 4, Public Transit, Corcoran Dial-A-Ride: (From Corcoran's Share)			\$785,294	3,414,706.00
	AGENCY	SHARE			
	Corcoran	\$785,294			
7	Article 8, Transportation Services: (From Corcoran's Share)			\$95,000	3,319,706.00
	AGENCY	SHARE			
	Corcoran KART tickets	\$0			
	Corcoran Amtrak tickets	\$95,000			
8	Remaining Article 8 shares for streets and roads. (By population % shown in item #3 above):			\$3,319,706	-
	AGENCY	SHARE			
	Avenal	\$431,948			
	Corcoran	\$0			
	Hanford	\$1,299,533			
	Lemoore	\$632,229			
	Kings Co.	\$955,996			
	TOTAL	\$3,319,706			
	Estimated FY 2024-25 LTF:			\$6,400,000	

Agenda Item

LOCAL TRANSPORTATION FUNDS CLAIM RESOLUTION

March 19, 2024

Page 3 of 3

BACKGROUND:

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans.

The TDA established two funding sources: the LTF and the State Transit Assistance (STA) fund. Providing certain conditions are met, counties with a population under 500,000 (according to the 1970 federal census) may use the LTF for local streets and roads to conduct various construction and maintenance related projects. The STA funding can only be used for transportation planning and mass transportation purposes.

The LTF is derived from a quarter-cent of the general sales tax collected statewide. The State Board of Equalization, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. Each county then apportions the LTF funds to each qualifying agency within the county based on population.

KCAPTA must hold at least one annual public hearing for the purpose of soliciting comments on the unmet transit needs that may exist within the jurisdiction, which might be responsible to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services. The definition adopted by KCAPTA by resolution for "unmet transit needs" states that such a need "at a minimum exists where local residents do not have access to private vehicles or other forms of transportation, due to age, income, or handicap, for the purpose of traveling to medical care, shopping, social/recreational activities, education/training, and employment." KCAPTA has also adopted a definition of "reasonable to meet" by resolution which contains eight criteria to be taken into consideration. It is not common for KCAPTA to find such unmet needs that reach the threshold of being reasonable to meet that would have a significant impact on funding for road projects. The fact that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet. Comparing unmet transit needs with the needs for street and roads is not allowable in determining transit needs that are reasonable to meet.

The funding distributed to the County (\$955,996) will go to the Road Fund and will be available for road maintenance and construction.

Because of the various timelines required to be met by KCAPTA, the cities, and the County, this resolution is being presented based on the strong assumptions that the KCAPTA governing board will find that there are no unmet transit needs which are reasonable to meet after it holds two public hearings. The first was held on February 28, 2024. Said public hearing is held by KCAPTA on behalf of the County. If changes to the funding allocations shown above are required based on comments received during the public hearings, an amendment to this resolution will be brought to the Board for consideration.

The resolution has been reviewed by County Counsel as to form.

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

IN THE MATTER OF AUTHORIZING THE RESOLUTION NO. _____
SUBMITTAL OF A CLAIM FOR LOCAL
TRANSPORTATION FUNDS TO THE KINGS
COUNTY ASSOCIATION OF GOVERNMENTS /

WHEREAS, the Transportation Development Act provides a Local Transportation Fund (LTF) for meeting transportation needs that can reasonably be met;

WHEREAS, the County of Kings has joined in a joint powers agency, Kings County Area Public Transit Agency (KCAPTA);

WHEREAS, KCAPTA has determined that there are no unmet transit needs that are reasonable to meet; and

WHEREAS, the County of Kings also has a serious need to sustain our current level of maintenance on its streets and roads.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors hereby finds that there are no areas within the County with unmet public transportation needs which could be reasonably met by expansion of existing transportation systems or by establishing new systems.

2. The Kings County Board of Supervisors hereby finds that the unused balance of Local Transportation Funds not used for public transit shall a) be used for maintenance of local streets and roads, b) that maintenance of streets and roads is categorically exempt from environmental review, and c) that the Kings County Public Works Director is authorized to sign and submit the claim for funds as well as any subsequently amended claims as required.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 19th of March 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Doug Verboon, Chairman of
the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 19th day of March 2024.

Clerk of said Board of Supervisors



February 29, 2024

Dominic Tyburski
County of Kings Public Works
1400 W. Lacey Blvd.
Hanford, CA 93230

Subject: FY 2024-25 Transportation Development Act Fund Claims

Dear Dominic:

This letter is to advise claimants of Transportation Development Act (TDA) funds of their area apportionments of the Local Transportation Fund (LTF) for FY 2024-25.

The estimate of funds available for apportionment is provided by the Kings County Auditor and is apportioned based on population percentages of each jurisdiction, from the most current Department of Finance population estimate.

Attached is a summary of the "Estimated FY 2024-25 Transportation Development Act Shares". Please note that the population percentages will be adjusted when the Department of Finance estimates are released on May 1st. Minor adjustments are also expected as the final budgets for KCAG and Kings County Area Public Transit Agency (KCAPTA) are adopted.

Provided are claim forms for Article 3 and Article 8 funds and a copy of KCAG Resolution No. 224 describing the procedure for the submission of claims. All required attachments must be submitted with your Article 3 and Article 8 claims. Please note the requirement to conduct a public hearing for the purpose of soliciting comments on any unmet transit needs that may exist within your jurisdiction. KCAPTA will conduct public hearings on your agency's behalf on February 28 and March 27, 2024. A copy of KCAG Resolution No. 99-06 describing the definitions of "unmet transit needs" and "reasonable to meet" is also included.

Please mail or email your original signed and completed claim forms **no later than April 1, 2024 before 5:00 p.m. to KCAG, Attn: Teresa Nickell or electronically to Teresa.Nickell@co.kings.ca.us**. State law requires that the claims be filed with the RTPA before that deadline.

If you have any questions or need assistance in this matter, please call me at your convenience at (559) 852-2657.

Sincerely,

KINGS COUNTY ASSOCIATION OF GOVERNMENTS
Terri King, Executive Director

Teresa Nickell

Teresa Nickell, Regional Planner

REQUEST FOR TDA FUNDS

**PEDESTRIAN AND BICYCLE FACILITIES
ARTICLE 3**

FISCAL YEAR: 2024-25

TO: Kings County Association of Governments

FROM CLAIMANT: Kings County
1400 W. Lacey Blvd.
Hanford, CA 93230

These funds are designated for the development of facilities for the exclusive use of pedestrians and bicyclists. They are allocated without respect to the apportionment of Article 4 or Article 8 funds. The amount of funds estimated to be available for this purpose is \$ 128,000.

I. SUMMARY OF PROJECT:

Briefly describe how you intend to use the requested funds and include an explanation of how this project will enhance commuting and/or recreational needs. How many people will benefit? Include a map if appropriate. Is this a new project or is it upgrading existing facilities?

II. BUDGET INFORMATION:

Funding

TDA:	\$ _____
Local funds committed, if any	\$ _____
Federal Funds:	\$ _____
State Funds:	\$ _____
Other: _____	\$ _____
Total cost of project:	\$ _____
Expenditures to date:	\$ _____

III. What steps have been taken to ensure that this project will continue to be funded and/or maintained after it has been implemented?

IV. Describe your efforts to coordinate this project with other community agencies, citizens, etc. (Is this project included as a portion of a plan?)

V. Explain what previous steps have been taken to promote the public's awareness of the benefits of non-motorized methods of transportation such as education programs or emphasis on safety requirements?

VI. What is the time schedule for project completion?

VII. Additional comments?

VIII. Attach a signed resolution or minute order from your City Council or Board of Supervisors authorizing this request as Attachment "A".

Signature and Title

Date

CLAIM FOR TDA FUND

**OTHER CLAIMS
ARTICLE 8**

- 1. Claimant: County of Kings Public Works
1400 W. Lacey Blvd.
Hanford, CA 93230

- 2. Claim for FY 2024-25

- 3. Amount of Apportionment (estimate): 20.3287% \$ 1,301,037

- 4. Purpose for which claimed funds will be used:

Article 8, Section 99400(a), Local Street and Roads and projects which are provided for use by pedestrians and bicycles. \$ 955,996

Article 8, Section 99400(b), Passenger Rail Service Operations and Capital Improvements (including Article 3, Section 99234.9, Rail Passenger Service Projects). \$ 0

Article 8, Section 99400(c), Contracted Transportation Services. \$ 0

Article 8, Section 99400(d), Contracted Transportation Services Administrative and Planning. \$ 0

Article 8, Section 99402, Transportation Planning Process (including Article 3, Section 99233.1, RTPA Administration). \$ 40,657

- 5. NOTE: KCAPTA will Claim \$ 304,384 through Article 4.

- 6. Has your governing body conducted a public hearing for the purpose of soliciting comments on the unmet transit needs that may exist within your jurisdiction?

NO _____ YES _____

- 7. Has your governing body passed a resolution in which the finding was made that there are no areas within your jurisdiction with unmet public transit needs which could reasonably be met by expansion of existing transportation systems or by establishing a new system?

NO _____ YES _____

Include a copy of that resolution and documentation of the finding, including evidence and information that provides the basis for the finding, and designate it as "Attachment B".

8. Has your governing body passed a resolution authoring the person whose signature appears below to submit this claim?

NO _____

YES _____

9. Proposed road maintenance and construction budget for the fiscal year of this claim:

\$ _____

Include a list of road maintenance and construction projects for which the funds are requested and designate it as "Attachment C".

10. Has your governing body certified environmental documents for projects to be funded by this claim?

NO _____

YES _____

11. _____
Signature and Title

Date

Payment for projects approved by KCAG will be made to Claimant as money is available for distribution in Claimant's account.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 19, 2024

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: AGREEMENT WITH TRINITY SERVICES GROUP, INC.

SUMMARY:

Overview:

The Kings County Sheriff's Office requests approval of an agreement with Trinity Services Group, Inc. (Trinity) for food services for the Kings County Jail and Kings County Juvenile Center.

Recommendation:

Approve the agreement with Trinity Services Group, Incorporated for food services for the Kings County Jail and Kings County Juvenile Center retroactively effective from March 18, 2024 through March 17, 2026.

Fiscal Impact:

The total cost of this agreement will be paid from the Jail Kitchen budget in Budget Unit 223040. The cost is based on a price per meal scale in accordance with the incarcerated person population. Currently, the average cost per meal for incarcerated adults is \$3.63 and the average cost per incarcerated juvenile is \$2.82. With the new agreement, the average cost per meal for an incarcerated adult is estimated to be \$1.60 and the average cost per incarcerated juvenile is estimated to be \$1.90. The Fiscal Year 2024-25 Request Budget allocation in Budget Unit 223040 for this agreement is \$1,100,000.

BACKGROUND:

The Kings County Sheriff's Office requests to enter into an agreement with Trinity for food services within the Kings County Jail. Trinity will consult with the County and provide a standard menu, religious meal menus, and medical diet menus designed and approved by a Registered Dietitian. The agreement also includes purchasing and supplying food, assisting with inventory, and providing training for kitchen staff in the areas of product sourcing and ordering, production planning, portion control and leftover utilization, recipe use, and

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH TRINITY SERVICES GROUP, INC.

March 19, 2024

Page 2 of 2

required food safety training. Vocational Ascend training will also be provided for incarcerated workers and they will be trained in equipment use, recipe use, portion control, and safety. A full time Trinity site manager will be assigned to the facility to assist kitchen staff with the implementation of the program and to provide ongoing support and training.

Price per meal is based on a sliding scale in accordance with the incarcerated person population and will include basic cleaning and ware washing chemicals. It is expected that this contract will result in cost savings to the County as Trinity utilizes an established network of approved suppliers that will allow for a more cost-effective ordering process. It will also save the County money because currently the Kings County Jail must have the menus reviewed by a Dietician twice a year at an extra cost. The Dietician will now be provided in the cost of the agreement.

The agreement will begin March 18th, 2024, and will remain in effect until March 17th, 2026. The agreement is retroactive due to the time needed to complete the agreement and wanting to start services as soon as possible. Upon expiration of the initial term, the agreement may be extended by mutual consent for two additional one-year terms.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on March 18, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and Trinity Services Group, Inc., a Florida corporation, (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS the County requires food purchasing and dietary and food management advisory services for the County’s correctional facilities; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

The County's obligation to compensate Contractor is contingent upon County's receipt of Federal and State funds. Both program activities and funding allocations are subject to immediate reduction or termination if either funding or funding authorization are reduced or terminated.

Upon approval of County, County shall pay Contractor, monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

4. TERM

This Agreement commences on the March 18th, 2024, and terminates on March 17th, 2026, unless otherwise terminated in accordance with its terms. This Agreement may be extended by mutual consent of the Parties for two (2), One (1) Year terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify the records; c) keep said records readily accessible; and d) maintain the records for three (3) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

The Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services

under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred by the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County guaranteeing said coverage to the County prior to work commencing. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Insurance Limits. Contractor shall obtain the Insurance Policies in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause said Insurance Policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

E. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

F. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the Insurance Policies to be endorsed to provide the County with thirty (30) days'

prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on any Insurance Policies. Cancellation provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Contractor to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

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

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

C. This indemnification specifically includes any claims that may be against the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920.000 et seq.

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

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

Kings County

1400 West Lacey Blvd.

Building 6

Contractor

James Perry, Senior Vice President

Trinity Services Group

477 Commerce Blvd.

Oldsmar, FL 34677

Hanford, CA 93230

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Contractor Are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ADA COMPLIANCE

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

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

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

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

28. TSG EMPLOYEE

Trinity Service Group will employ one full time Manager to oversee inventory, production compliance, reconciliation, and invoicing. This person will also facilitate any Training. The Trinity employee will submit all required Kings County clearance forms and maintain a Kings County security clearance as a requirement of the position with TSG.

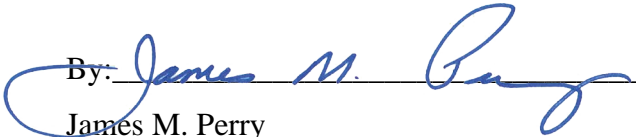
IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

CONTRACTOR NAME

By: _____

Doug Verboon, Chairman
Kings County Board of Supervisors

By:  _____


James M. Perry
Senior Vice President, Trinity Services Group

ATTEST

By: _____

Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO INSURANCE

By:  _____ 02/15/2024

Sarah Poots, Risk Manager

APPROVED AS TO FORM

Diane Freeman, County Counsel

By:  _____ 02/20/24

Zachary S. Adams, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Compensation/Fees
- Exhibit C:** Assurance of Compliance with County – Non-Discrimination
- Exhibit D:** Kings County ADA Grievance Procedures

EXHIBIT A
SCOPE OF WORK

SECTION 1. CONTRACTOR’S RESPONSIBILITIES

A. Contractor will consult with the County and provide a standard menu, religious meal menus and medical diet menus designed and approved by a Registered Dietitian. The menus shall provide an average of 2800 calories per day and shall meet or exceed the nutritional requirements of the Recommended Daily Allowances established by the National Academy of Sciences, the requirements of the American Correctional Association and the National Commission on Correctional Health Care as well as CA Title-15 standards as they related to nutrition. The menus will be assembled using a four-week cycle approved by the Registered Dietitian. The Registered Dietitian will also provide medical diet formulation and be available for interaction with medical staff to assure compliance and training for residents and free world staff on diet compliance.

B. Based on the approved menu, Contractor will: (i) purchase and supply the food necessary to fulfill the requirements of the approved menu; (ii) provide customized pull sheets for the menu; (iii) assist with inventory and production management controls; and, (iv) assign a Production Coordinator (“PC”) who will work full time onsite to assist County staff with the implementation of this program, provide support for inventory controls and production management controls, reconciliation and invoicing.

C. Services to be provided by the PC include assistance with product sourcing and ordering training, production planning and controls training, portion control and leftover utilization training, recipe use, resident and free world staff training, resident training on equipment use, recipe use, portion controls and safety, free world staff training on all aspects of kitchen controls, product usage and safety, production planning, product pull and pre preparation training and monthly on site follow up. Contractor will provide Ascend Training for residents and ServSafe training materials for the kitchen staff as well as training and test review sessions at the facility or via Webinar. Contractor will also test and certify the kitchen staff as ServSafe Food Managers. The cost to the County for the ServSafe training will be the cost of the textbook (reusable) and the ServSafe \$38 test fee.

D. There will be a transition team, determined by need by Contractor’s District Manager, to be at the County’s facility prior to and during the transition. During that time, they will access resident and free world training needs, implement processes and procedure for the kitchen and plan the future direction of training. The transition team will be there from a few days up to a week depending on the needs that are assessed and there may be additional people brought in to assist.

E. Contractor will invoice the County weekly for the number of meals served during the preceding week based on the approved menu and the Price Per Meal scale set forth in the attached Exhibit A. The County will pay Contractor’s invoices within thirty (30) days from the date of the invoice. In the event the County fails to follow the approved menu, varies the menus

or recipes, fails to maintain proper production and service controls/instructions, purchases the wrong or excessive product(s), Contractor will be allowed to invoice the County for any excess costs. For example, if the County decides to serve a higher grade of meats or substitute beef for turkey, Contractor will be allowed to bill the County for the difference in the cost. Likewise, if the County decides to serve larger portions than called for by the approved menu, the additional costs will be invoiced to the County.

F. The Price Per Meal will include basic cleaning and ware washing chemicals available from the Ecolab program.

G. Contractor will provide the County with Contractor's Purchasing Guide (the "Guide") and County staff shall have the opportunity to purchase products included in the Guide and from Contractor's broad-line and bread suppliers which are outside those necessary for fulfillment of the approved menu, including such items required for special functions requested by the County. The County will have the option to purchase such food in addition to the food required for fulfillment of the approved menu, request higher grades of food than called for by the approved menu and the option to purchase additional cleaning products and paper products from the Guide. County shall be invoiced by Contractor at the time of the purchase for such purchases which are for items outside the basic menu and for additional supplies based upon the prices set forth in the Order Guide in effect on the date an order is received by Contractor. All products shall remain the property of Contractor, with title vested in Contractor until sold.

H. At the end of each quarter the parties will review the County's cost per meal and Contractor will invoice the County for any overage in excess of 10% in the actual cost per meal not previously invoiced. The quarterly invoices will be due within thirty (30) days from the date of the invoice.

I. Contractor will be solely responsible for paying all vendors and shall be entitled to retain all refunds and discounts paid by its vendors.

J. Upon request, Contractor shall provide County with dietary and food management advice for resident food services.

K. County agrees to be responsible for and pay all Federal, state, and local taxes, if applicable, assessed in connection with the purchase of the products not included in the approved menu. If the County is tax exempt it shall provide a copy of its tax exemption certificate or other appropriate documentation of its exempt status.

L. All records generated by Contractor shall be kept on file by Contractor for a period of three (3) years from the date the record is made, and Contractor shall, upon reasonable notice, give the County or its authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Contractor' business records which are directly relevant to the financial arrangements. The cost of such inspection, examination, and audit will be at the sole expense of the County and such inspection, examination and audit shall be conducted at the Contractor locations where said records are normally maintained.

EXHIBIT B

**County of Kings, CA
Price Per Meal Scale**

For the Services provided herein County shall reimburse to Contractor based upon the following sliding scale cost per meal.

TRINITY SERVICES GROUP

**County of Kings
Inmate Population Sliding Scale**

<u>FROM - TO</u>	<u>PRICE</u>	<u>Per Diem</u>
34 - 53	\$ 4.764	\$ 14.293
54 - 73	\$ 3.498	\$ 10.495
74 - 93	\$ 2.917	\$ 8.750
94 - 113	\$ 2.583	\$ 7.748
114 - 133	\$ 2.366	\$ 7.097
134 - 153	\$ 2.214	\$ 6.641
154 - 173	\$ 2.101	\$ 6.303
174 - 193	\$ 2.014	\$ 6.043
194 - 213	\$ 1.945	\$ 5.836
214 - 233	\$ 1.889	\$ 5.668
234 - 253	\$ 1.843	\$ 5.529
254 - 273	\$ 1.804	\$ 5.412
274 - 293	\$ 1.771	\$ 5.312
294 - 313	\$ 1.742	\$ 5.225
314 - 333	\$ 1.716	\$ 5.149
334 - 353	\$ 1.694	\$ 5.083
354 - 373	\$ 1.675	\$ 5.024
374 - 393	\$ 1.657	\$ 4.971
394 - 413	\$ 1.641	\$ 4.924
414 - 433	\$ 1.627	\$ 4.881
434 - 453	\$ 1.614	\$ 4.842
454 - 473	\$ 1.605	\$ 4.815
474 - 493	\$ 1.596	\$ 4.788
494 - 513	\$ 1.591	\$ 4.773
514 - 533	\$ 1.586	\$ 4.759
534 - 553	\$ 1.582	\$ 4.745
554 - 573	\$ 1.578	\$ 4.733
574 - 593	\$ 1.574	\$ 4.722
594 - 613	\$ 1.570	\$ 4.711
614 - 633	\$ 1.567	\$ 4.701
634 - 653	\$ 1.564	\$ 4.692
654 and over	\$ 1.561	\$ 4.683

TRINITY SERVICES GROUP

County of Kings

Juvenile Population Sliding Scale

<u>FROM - TO</u>	<u>PRICE</u>	<u>Per Diem</u>
1 - 5	\$ 7.065	\$21.195
6 - 10	\$ 2.664	\$ 7.991
11 - 15	\$ 2.263	\$ 6.790
16 - 20	\$ 2.113	\$ 6.340
21 - 25	\$ 2.035	\$ 6.104
26 - 30	\$ 1.986	\$ 5.959
31 - 35	\$ 1.954	\$ 5.861
36 - 40	\$ 1.930	\$ 5.790
41 - 45	\$ 1.925	\$ 5.775
46 - 50	\$ 1.904	\$ 5.712
51 - 55	\$ 1.902	\$ 5.707
56 - 60	\$ 1.899	\$ 5.696
61 - 65	\$ 1.896	\$ 5.687
66 - 70	\$ 1.912	\$ 5.736
71 - 75	\$ 1.910	\$ 5.730
76 - 80	\$ 1.908	\$ 5.725
81 - 85	\$ 1.908	\$ 5.725
86 and over	\$ 1.908	\$ 5.725

All Kosher meals billed at \$5.00 per meal.

All staff dining meals billed directly to staff at \$3.75 per meal.

The price per meal shall be determined by mutual consent between Contractor and County; however, meal prices shall be annually adjusted effective on the anniversary of the Agreement by an amount equal to the change in the Consumer Price Index, Food Away From Home. Likewise, in the event of material changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the enacting regulations or the enactment or application of any “living wage”, “prevailing wage” or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Contractor’s control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Contractor’s control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

EXHIBIT C

Assurance of Compliance with the Kings County Human Services Agency for Nondiscrimination in State and Federally Assisted Programs

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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

Trinity Services Group, Inc.

EXHIBIT D

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 19, 2024

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots

SUBJECT: CLAIM FOR DAMAGES FILED BY DOWNTOWN LA LAW GROUP

SUMMARY:

Overview:

Upon receipt of the Claim for Damages, Administration investigated the allegations of the claimant and determined this is not a case of liability upon the County.

Recommendation:

Deny the Claim for Damages filed by Downtown LA Law Group on behalf of Antonio Montelongo Jaurique.

Fiscal Impact:

None.

BACKGROUND:

On November 30, 2023, a Claim for Damages was filed by Downtown LA Law Group on behalf of Antonio Montelongo Jaurique alleging Mr. Jaurique, an inmate at California State Prison Corcoran, sustained injuries while being transported from a medical facility back to Corcoran State Prison. After investigation of the claim, it was determined that there is no liability against the County. Pursuant to Government Code section 912.6, staff recommends the Board find that the claim is without merit and deny the claim.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 19, 2024

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: ADVANCED PROMOTION FOR ASSISTANT COUNTY COUNSEL POSITION

SUMMARY:

Overview:

County Counsel seeks approval to promote Risé A. Donlon as Assistant County Counsel at step 5 due to her experience practicing law in the public and private sector.

Recommendation:

Authorize the advanced step hire of Risé A. Donlon as Assistant County Counsel at Salary Range 301.5, Step 5, retroactively effective on March 18, 2024, Pay Period 7.

Fiscal Impact:

No increase to the County General Fund is anticipated with this action. The advanced step promotion for this position will not exceed the budget for this fiscal year.

BACKGROUND:

The appointment of a candidate to an advanced step above the third step within a salary range requires Board approval (Personnel Rule 13050). Ms. Donlon has ten years experience as a Deputy County Counsel in the County Counsel's Office and fifteen years experience in private practice and the private sector. She has also been serving as Acting Assistant County Counsel for the past six months. Her experience will benefit the County Counsel's Office.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 19, 2024

SUBMITTED BY: Information Technology Department – John Devlin
SUBJECT: CORONET SECURE CLOUD PREMIUM LICENSE RENEWAL

SUMMARY:

Overview:

The County has a standing agreement with Coronet Cyber Security, Inc. (Coronet) for a security platform that protects the County's emails from Malware and Phishing. Each year of the agreement, the County pays annual licensing renewals for their service.

Recommendation:

Authorize the Purchasing Manager to sign the purchase order with Coronet Cyber Security, Incorporated for one year of licensing renewals for the email security platform.

Fiscal Impact:

The annual cost of the security platform is \$204,993. This amount is included in Information Technology's Fiscal Year 2023-24 Adopted Budget in Budget Unit 195000.

BACKGROUND:

Coronet has provided cloud security services to the County for the past 3 years. It protects the County's email from Malware and Phishing. Coronet also provides security for Microsoft Office 365 cloud applications such as One Drive, SharePoint, and Teams. The County has seen a decrease in security events since the implementation of Coronet's services.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Coronet Cyber Security, Inc.

122 Grand Street
New York, NY 10013
United States
Phone: 18449267663 (1844-9CORONET)
Email: billing@coro.net

Invoice

Invoice # 59107
Billed On Feb 6, 2024
Terms Net-60
Due On Apr 7, 2024

Bill To

Dave Shubert

KC Information Technology Department
1400 W. Lacey Blvd
Hanford, CA 93230
United States

DUE

on Apr 7, 2024

\$204,992.57 USD

Date	Description	Qty	Price	Subtotal
May 17, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - Avenal PD	21	\$110.37	\$2,317.77
May 9, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - CALVANS	34	\$112.79	\$3,834.86
May 4, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - KART	6	\$114.30	\$685.80
Mar 24, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - KCAG	6	\$126.70	\$760.20
Apr 8, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - County of Kings	1025	\$116.05	\$118,951.25
Mar 25, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - County of Kings	474	\$126.40	\$59,913.60
Apr 18, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - County of Kings	50	\$119.14	\$5,957.00
Feb 6, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - County of Kings	46	\$140.91	\$6,481.86
May 2, 2024 – May 17, 2025	MANAGED_CORO_CLASSIC_Annual - Lemoore PD	53	\$114.91	\$6,090.23

Subtotal \$204,992.57

Total \$204,992.57

Paid \$0.00

Amount Due \$204,992.57

Terms of Use for Coronet application and console

Coronet Cyber Security Ltd, a company incorporated under the laws of Israel with registered address at Derech Menachem Begin 121, Mailbox 93-95 – 61st floor, Tel Aviv ("Coronet", the "Company" or "we") operates the mobile application for end-point protection application known as the **Coronet End Point Protection** application (the "Application"), as well as the Coronet Console (the "Console").

The Company and County of Kings ("You") agree to be bound by these Terms of Use (the "Agreement") in its entirety and without reservation. As such, this Agreement constitutes a binding legal document between you and the Company.

1. Acceptance of Terms and Conditions

- 1.1. Subject to these Terms of Use, if you do not agree to any of the provisions of this Agreement you should immediately stop using the Company's Application and Console (together the "Software") and remove the Software from your end-point device (the "Device").
- 1.2. This Agreement may be amended by mutual consent of the parties in a written agreement signed by both parties.

2. Scope of Right of Use and Intellectual Property

- 2.1. The Company hereby grants you the limited, revocable, non-exclusive, non-transferable and non-sublicensable right to use the Software and all content derived therefrom, including, but not limited to, the copyright and all other intellectual property rights therein, in connection with the Coronet end point protection made available via the Application and/or the Console (the "Services") in accordance with this Agreement. The Software's code, structure and organization are protected by intellectual property rights. You must not:
 - 2.1.1. copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise;
 - 2.1.2. sell, assign, sublicense, transfer, distribute or lease the Software;
 - 2.1.3. make the Software available to any third party through a computer network or otherwise.
- 2.2. The terms of this Agreement will govern any upgrades provided by the Company that replace and/or supplement the original Application and/or Console, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.
- 2.3. The brand names relating to the Application and/or Console and any other trademarks, service marks and trade names used by the Company or on its own behalf from time to time (the "Trademarks") are the trademarks, service marks and trade names of the Company or one of its group companies or its licensors and these entities reserve all rights to such Trademarks.
- 2.4. In addition to the rights in the Trademarks, the Company (or one of its group companies or licensors) owns the rights in all other content, including but not limited to the Software, the Console, information, images, pictures, graphics, photographs, animations, videos, music, audio and text available via the Software or the Application (the "Content") and the Content is protected by copyright or other intellectual property rights.
- 2.5. You hereby acknowledge that by using the Services or the Software or the Console you obtain no rights in the Trademarks, the Content, patents, trade secrets and/or any other intellectual property rights in the

קורונט סייבר סיקורטי לטד
CORONET CYBER SECURITY LTD
#15125853 א.ח.

Software and/or Console and those are and will remain solely the property of the Company and/or the Company's licensor and you may only use the same in complete accordance with this Agreement.

- 2.6. You acknowledge and agree that all right, title, and interest to, and all copyrights, patents, trade secrets and/or any other intellectual property rights in the Software and/or Console are and will remain solely the property of the Company and/or Company' licensors. Licensee is granted no title or ownership rights in the Software and/or Console, in whole or in part. You acknowledge that Company considers the Software and/or Console to contain trade secrets of the Company and/or its licensors. Such trade secrets include, without limitation, the source code version of the Software and/or Console, the specific design, structure and logic of individual programs, their interactions with other portions of programs, both internal and external, and the programming techniques employed therein.

3. Your Representations and Undertakings

- 3.1. Coronet does not collect any personal web browsing information. However, you hereby acknowledge that, access or use of the Software and the Services may involve the collection, use, analysis, and/or dissemination various information about you and your use of the Software and the Services, including activity logs of SaaS services used by you, your devices' security measures and your devices' wireless network connectivity logs in order to allow monitoring of service and endpoint threats. You understand, acknowledge, and agree that your access or use of the Software constitute consent to Company's collection and use of information regarding you and your use of the Software, including without limitation, location information, and networks information in accordance with the terms of the our Privacy Policy which may be found in our web site <https://www.coro.net/privacy-policy>.
- 3.2. You shall use our Application, the Services, the Software and the Console in complete accordance with these terms and conditions, as amended from time to time.
- 3.3. The Company shall not be responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with your use of the Software and/or Console and the Services. The Company shall not be responsible for any access and service fees necessary to connect to the Application and assume all charges incurred in accessing such systems.
- 3.4. The parties will not transmit to or in any way, whether directly or indirectly, expose the Company or any of the Company's online service providers to any computer virus or other similarly harmful or inappropriate material or device.
- 3.5. The parties shall not use any electronic communication feature of a service on the Application for any purpose that is unlawful, tortuous, abusive and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

4. Technical Support

- 4.1. Coronet provides web-based and/or email-based technical support, in accordance with your product plan. Web based support is provided by submitting a request at Coronet's support site <https://support.coro.net>. Email-based support is provided by contacting Coronet support team at support@coro.net. The support is provided during office hours or 24/7, as specified in your product plan.
- 4.2. If you encounter any problem with the Software and/or Console, please contact Coronet as soon as the problem emerges, using web-based and/or email-based support as above, and provide all relevant information.

5. Push updates

- 5.1. You hereby acknowledge and agree that Coronet may, from time to time, update the Software and/or the Console, at its sole discretion without notice. Such Software or Console update includes any update, new release, patches, bug fixes, modifications, revisions, and other improvements to the Software or Console.

6. No Warranty

- 6.1. THE APPLICATION, THE SERVICES, THE SOFTWARE AND THE CONSOLE ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE).
- 6.2. THE COMPANY MAKES NO WARRANTY THAT THE SOFTWARE OR SERVICES OR CONSOLE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE CONSOLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE MATERIALS OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES.
- 6.3. IN THE EVENT OF SYSTEMS OR COMMUNICATIONS ERRORS, BUGS OR VIRUSES RELATING TO THE SERVICES OR RESULTING IN LOSS OF DATA BY YOU OR ANY OTHER DAMAGE TO YOUR DEVICE, THE COMPANY SHALL IN NO WAY BE LIABLE TO YOU AND THE COMPANY RESERVES THE RIGHT TO TAKE ANY OTHER ACTION TO CORRECT SUCH ERRORS (IF ANY) SAVE THAT THE COMPANY IS NOT REQUIRED TO PROVIDE ANY BACK UP NETWORK AND/OR SYSTEMS OR SIMILAR SERVICES.
- 6.4. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE APPLICATION.

7. Limitations of Liability

- 7.1. You agree that you are free to choose whether to use the Services and do so at your sole option, discretion and risk.
- 7.2. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE AND/OR THE SERVICES AND/OR CONSOLE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.3. You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Software or the Services.

8. Fees

8.1. In consideration of the Services, you shall pay us all fees set out in the sales order form in Exhibit A, attached hereto and incorporated by this reference, in accordance with the payment terms set forth therein. Such shall apply with respect to the Initial Term. Unless otherwise agreed upon by the Company, Coronet's then-current standard fees will apply to any Renewal Term. Overdue amounts shall bear interest at a monthly rate of 1.5%, compounded daily.

8.2. Each invoice issued to you will be due and payable in full to Coronet within fourteen (14) days of the invoice date. You acknowledge and agree that no refunds or credits will be made or given, including in the event that you do not use the Services during any particular billing period (or part thereof).

8.3. All payments made under this Agreement are non-refundable.

8.4. The fees exclude, and you shall be responsible for and pay, all sales, use, value added and similar taxes as required by applicable law, unless otherwise indicated by the Company. You shall make payment of all amounts due to Coronet without withholding or deduction of any taxes or other government charges, except as required by law.

9. Duration and Termination

9.1. This Agreement shall come into force upon its full execution by the parties, and shall continue in force for a period of 36 months (the "Initial Term"). Thereafter, the Initial Term shall automatically renew for subsequent 12 months periods (each a "Renewal Term"), unless terminated in accordance with the terms below.

9.2. You may terminate this Agreement at the end of the Initial Term or the then current Renewal Term by providing us with a written notice of your intent not to renew, at least 30 days prior to the end of the Initial Term or the then current Renewal Term.

9.3. Upon any termination, (a) the rights granted to you in this Agreement will end; (b) you shall stop using the Services, Application and/or Console, and (if needed) delete it from your Device.

10. Governing Law

10.1. This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the applicable laws of the State of California.

10.2. Any dispute between the parties which is related to this Agreement or the Application shall be brought exclusively to the courts of Kings County, California.

11. General

11.1. If any part of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

11.2. No waiver by us of any terms of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of this Agreement.

- 11.3. Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third parties.
- 11.4. Nothing in this Agreement shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and the Company.
- 11.5. This Agreement contains the entire agreement between the Company and you relating to your use of the Software and the Services and supersedes any and all prior agreement between the Company and you in relation to the same.
- 11.6. The Company reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, in the event of a reorganization of the corporate group in which the Company exists or in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in.
- 11.7. You may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under this Agreement.
- 11.8. If you have any questions, complaints or comments about us or the Application, please contact us via email info@coro.net



County of Kings - SecureCloud Premium

Quote created on January 20, 2021 - Reference: 20210120-125243390

kings.ca.us

Dave Shubert

John Devlin

Information Technology

john.devlin@co.kings.ca.us

Manager

dave.shubert@co.kings.ca.us

559.852.2567

Comments

Coronet will provide County of Kings with SecureCloud under a three year agreement. Grandfathering County of Kings into all future road map items at no additional cost. County of Kings is provided additional savings (Non-profit savings 15%, Multi-year savings 15%, Early adopter savings 2%) for lifetime of contract.

Mutually agreed, County of Kings is provided an early termination clause that allows for option to exit from contract which must be executed on or before signature anniversary date.

Sam Fogel - Senior Account Executive at Coronet Cyber Security



Products & Services

SecureCloud Premium Annual

420 x \$155.88 / year

Monitoring for all supported cloud applications
Includes advanced Data Loss Prevention (DLP) and cybersecurity insurance*

for 3 years

END-POINT SECURITY

- Anti-malware for applications
- Identify network threats
- Smartphones security management
- Desktops and Laptops security management
- Anti-Virus for endpoints

CYBER-THREAT PREVENTION

- Malware prevention
- Email phishing protection
- Ransomware spread prevention
- Blocking suspicious user behavior

DATA LEAK PREVENTION

- User authentication
- Blocking abnormal activities
- Control sharing of sensitive files

REGULATION AND CYBER-INSURANCE COMPLIANCE

- Scan for PII/PHI/PCI data
- Control sharing of PII/PHI/PCI data
- Email scan

SUPPORT

- White-glove email, telephone, and online account servicing (24/7)
- Guided on-boarding and system configuration
- Dedicated Account Representative
- Quarterly security reviews and reports
- 10-hours on-demand cybersecurity consulting per month
- Telephone notification of Critical Alerts
- 24/7 threat monitoring
- Coronet-supervised security support

CYBERSECURITY INSURANCE

Up to \$500K of cyber insurance included*†

Recurring subtotal	\$65,469.60 / year
Non-Profit Savings	\$9,820.44
Multi-Year Savings	\$8,347.37
Early Adopter Savings	\$946.04
Total	\$46,355.75

This quote expires on February 28, 2021.

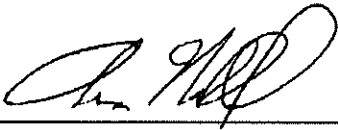
Purchase Terms

The total price of Products and Services specified in this Order Form amounts to \$139,067.25 and shall be payable in three installment over a period of three years.

Payable within 14 days of signature submission date anniversary there after. This Order Form is governed by Coronet Cyber Security Ltd. Terms of Use, see attached documentation for amended terms of use for County of Kings. Amended Terms of Use and this Order Form represent the entire agreement between the parties in respect of the products and services set forth in this Order Form (the "Agreement").

For purposes of this Agreement, in the event of any conflict between the Order Form and the amended Terms of Use, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by the customer, any product or service provided by Coronet to customer in connection with this Order Form is conditioned upon customer's acceptance of the Agreement.

Signature



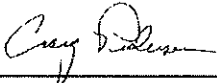
February 10, 2021

Signature

Date

Avraham Nadell CFO

Printed name



March 16, 2021

Craig Pedersen, Chair
Kings County Board of Supervisors

Date

Questions? Contact me

Approved at to form:



Sam Fogel

Cindy Crose Kliever,
Deputy County Counsel
2/09/2021

Senior Account Executive
sam@coro.net

Coronet Cyber Security
462 Broadway, NYC HUB
New York, NY 10013

US

קורונט אבטחת מידע בע"מ
CORONET CYBER SECURITY LTD
#15125953 א.ר



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 19, 2024

SUBMITTED BY: Community Development Agency – Chuck Kinney/Yesenia Kharufeh

SUBJECT: GRANT APPLICATION, ADMINISTRATION, AND IMPLEMENTATION SERVICES FOR HOME INVESTMENT PARTNERSHIP, CDBG, BEGIN, AND CALHOME PROGRAMS

SUMMARY:

Overview:

The current three-year contract for services to implement, administer, and write the County’s HOME Investment Partnerships Program (HOME), Community Development Block Grant (CDBG) Program, Building Equity and Growth in Neighborhoods (BEGIN), and CalHome Program expired March 12, 2024. On February 5, 2024, the Community Development Agency (CDA) published a Request for Proposals (RFP) and mailed copies to requesting Administrative Subcontractors.

Recommendation:

- a. Hold a Public Hearing regarding the implementation, administration, and writing as requested for HOME Investment Partnerships Program, Community Development Block Grant Program, Building Equity and Growth in Neighborhood, and CalHome Program grants;
- b. Approve the agreement with Self-Help Enterprises to implement, administer, and write as requested HOME Investment Partnerships Program, Community Development Block Grant Program, Building Equity and Growth in Neighborhood, and CalHome Program grants effective upon execution by all parties for a period of three years.

Fiscal Impact:

There is no impact to the General Fund. Grant administration and implementation expenses under this agreement will be paid by the grants the County currently has received from the Department of Housing and Community Development (HCD), as well as future grants if awarded from HCD.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

GRANT APPLICATION, ADMINISTRATION, AND IMPLEMENTATION SERVICES FOR HOME INVESTMENT PARTNERSHIP, CDBG, BEGIN AND CALHOME PROGRAMS

March 19, 2024

Page 2 of 2

BACKGROUND:

CDA staff issued an RFP on February 5, 2024 in accordance with HOME, CDBG, BEGIN and CalHome Program guidelines. The closing date to submit a bid was March 5, 2024. One consultant proposal from Self-Help was received by the closing date. The proposal covered all of the identified services in the RFP. These services included implementation and administration of the following grant programs: CDBG, HOME, Begin, and Cal Home.

CDA established an RFP Review Committee for the purpose of reviewing the County grant administration proposals. The review committee consisted of the following representatives from various agencies.

RFP Review Committee

Alex Hernandez, Deputy Director – Planning

Rob Knudson, Assistant Director of Finance

Mitchel Cabrera, Chief Engineer – Public Works

During the week of March 5, 2024, the Committee members reviewed and scored the proposal received. The scoring was done according to the categories listed below:

1. Completeness and thoroughness of proposal and how it relates to meeting the objectives in the RFP (30 pts)
2. Experience and qualifications for program implementation, administration, and grant writing (20 pts)
3. General firm integrity/experience/references (20 pts)
4. Staffing/Resources to perform work (10 pts)
5. Knowledge of Kings County (10 pts)
6. Reasonableness of cost (10 pts)

At the conclusion of the Committee's review, all members agreed that Self-Help met the RFP requirements to perform implementation and administration of all grant programs listed in the RFP. Services also included the option of providing grant writing services as requested by CDA staff. A copy of the proposal is available for review at CDA and has also been provided to the Clerk of the Board.

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

AGREEMENT NO. 24-028

AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND SELF-HELP ENTERPRISES
FOR THE PROVISION OF GRANT WRITING AND
ADMINISTRATION SERVICES FOR COMMUNITY
HOUSING PROGRAMS BY SELF-HELP ENTERPRISES

THIS AGREEMENT is made and entered into this 19th day of March, 2024, by and between the County of Kings, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SELF-HELP ENTERPRISES, a California nonprofit corporation, hereinafter referred to as "SHE," on the terms, conditions and provisions hereinafter set forth.

WHEREAS, COUNTY intends to apply for grants from the Federal and State government most of which are administered by the State of California Department of Housing and Community Development, hereinafter called "HCD," such as the CalHome Program, the Community Development Block Grant (CDBG) Program, Home Investment Partnerships Program ("HOME"), and Building Equity and Growth in Neighborhoods ("BEGIN"). All said grants that are funded shall be hereinafter referred to as "PROJECT," to assist low moderate or middle income residents with housing services; and

WHEREAS, SHE was incorporated for the purpose of promoting better living conditions for low income persons through the development and purchase of new housing, community facilities, and repair and rehabilitation of existing housing; and

WHEREAS, SHE has the expertise and staff to prepare program applications and administer HCD programs; and

WHEREAS, SHE met the requirements as outlined by HCD and COUNTY procurement requirements, and was selected to be the contractor by COUNTY for housing PROJECTS.

THEREFORE, it is hereby agreed as follows:

1. SHE RESPONSIBILITY – APPLICATION PREPARATION: SHE shall prepare such applications as the COUNTY may request, up to the maximum funding amount allowed as set forth in Notices of Funding Availability, and the requirements of COUNTY.
2. SHE RESPONSIBILITY – HOUSING ACTIVITY: SHE shall assist households/housing units in PROJECT area in accordance with PROJECT guidelines and goals, as adopted by COUNTY, through the following activities:

- a. Applicant Selection:
 - (1) Provide promotional services to inform potential applicants and develop interest list;
 - (2) Receive and review applications to determine qualifications; and
 - (3) Provide home buyer education for qualified applicants in accordance with PROJECT guidelines.

- b. Loan Packaging:
 - (1) Review loan applications as submitted;
 - (2) Review real estate purchase contract to determine qualifications of property if applicable;
 - (3) Submit property to Certified Housing Inspector or Rehabilitation Specialist for inspection as needed;
 - (4) Prepare loan or grant documents on qualified applicants and assist them to access supplementary sources of loans or grants;
 - (5) Submit completed loan or grant document package to COUNTY for approval in conformance with PROJECT guidelines;
 - (6) Electronically transfer homebuyer funds and submit approved loan documents to escrow agents to ensure proper closing;
 - (7) Request funds through appropriate HCD fiscal system; and
 - (8) Transfer original participant files to COUNTY upon completion and closeout.

- c. Construction Monitoring:
 - (1) Recommend type of work to be performed and prepare necessary plans to accomplish that work;
 - (2) Assist owners to obtain bids from and select qualified contractors to perform authorized rehabilitation work;
 - (3) Provide technical support and assistance to owners who will perform the actual rehabilitation work themselves;
 - (4) Monitor the work of authorized contractors and subcontractors, and verify completion of work prior to payment; and
 - (5) Assist owners to secure labor and material repairs from contractor responsible for construction defects for one year from date of final approval by COUNTY Building Department.

3. SHE RESPONSIBILITY – ADMINISTRATION:

- a. Prepare environmental reviews as needed;
- b. Provide COUNTY with necessary technical assistance in the implementation and administration of Grant Agreement(s);
- c. Provide reports to COUNTY, as requested by the COUNTY, on progress and performance in relation to PROJECT;

- d. Prepare and submit to COUNTY reports necessary to comply with grant agreement requirements;
 - e. Prepare and submit contract amendments as needed; and
 - f. Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted by SHE under the terms of this Agreement. Retain such records and documents for a period of five (5) years after completion of the final PROJECT audit by COUNTY.
4. COUNTY RESPONSIBILITY: COUNTY shall be responsible to:
- a. Review and approve loan document packages for applicants who are determined by SHE to be qualified for assistance in accordance with PROJECT guidelines in effect at the time of document approval;
 - b. Service loans upon completion of PROJECT; and
 - c. Verify all records and documents, and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.
5. COMPENSATION: COUNTY shall pay SHE for services provided, as follows:
- a. Grant application preparation: a fee to be negotiated with COUNTY prior to preparation of the application, based on application type and number of activities.
 - b. General Administration Budget: maximum amount available as determined by PROJECT regulations and approved by the COUNTY.
 - c. Activity Delivery Budget – up to maximum available, as permitted by the funding source and program activity.
 - d. Loans and Grants: total amount of loans and grants shall equal the balance of the contract awarded after deducting the amounts for services shown in 5 b. and c. above. Any additional funds identified as leverage in the Grant Agreement shall be expended for activities indicated by the application, including activity delivery and loans and grants to participants. Loan and grant funds shall be disbursed by SHE on behalf of the COUNTY and are not considered compensation to SHE.
 - e. Additional Services and Compensation: At the direction of COUNTY, SHE may expend non-grant funds (Program Income, RDA, Miscellaneous Revenue) for eligible housing activities as directed by COUNTY, subject to activity delivery and administrative charges not to exceed the allowable percentage permitted by HCD for selected activity, which shall be additional compensation to SHE.
 - f. For each grant awarded to COUNTY, the Community Development Agency Director shall specify by letter addendum to SHE, the total budget to be administered by SHE. A copy of such addendum shall be attached to and become a part of this Agreement.
 - g. Revisions:
 - (1) Monetary revisions that do not exceed 10% of each total negotiated budget may be approved by the Community Development Agency Director upon written request and justification.

- (2) Monetary revisions that exceed 10% shall require an amendment to this Agreement.
- (3) Transfer of funds between activities can be approved by COUNTY Staff after notification to HCD and does not require an amendment to this agreement.

6. METHOD OF PAYMENT:

- a. SHE shall invoice COUNTY for PROJECT services provided in performance of this Agreement as follows:
 - (1) The fee invoice for the application preparation shall be billed to the COUNTY when the application is complete.
 - (2) General administration charges are to be billed to the COUNTY on a flat rate basis prorated over the life of the PROJECT.
 - (3) Activity Delivery charges will be invoiced at the time of financing approval. Back up documents to the Project Invoice will include financing approval documentation and a financing specific Activity Delivery calculator.
 - (4) Third party charges such as market value appraisals, title reports and pest control reports, not chargeable to a participant loan or grant, are to be billed to Activity Delivery at actual cost.
 - (5) Loan and grant funds shall be requested as needed.
- b. SHE shall submit its final invoice under this Agreement within fifteen (15) days following the expiration date of this Agreement.
- c. COUNTY shall make payment for all authorized fees to SHE within thirty (30) days after receipt of invoice.
- d. Compensation for additional services described in 5.e above shall be invoiced as stated in 6.a.(3) and (4) above.

7. INSPECTION AND AUDIT:

- a. COUNTY may inspect all applicable records and may cause to be audited invoices and supporting data relative to funds paid by COUNTY to SHE.
- b. During the term of this agreement, SHE shall have an annual Single Audit performed, a copy of which shall be provided to COUNTY. If findings are made through a single audit, SHE shall evaluate, correct and inform the auditor and the COUNTY in writing in a timely manner established by either the auditor or the COUNTY.
- c. Representatives of COUNTY and HCD shall have the right to examine and inspect rehabilitation work performed pursuant to this Agreement. COUNTY, HCD, the Bureau of State Audits, the Federal government and/or their representatives shall have the right, upon reasonable notice, to monitor, audit or otherwise examine books, records, accounts, documents and all other materials relevant to the services performed under this Agreement for a period of five (5)

years for HOME and five (5) years for CDBG and CalHome after completion of final PROJECT audit.

8. INSURANCE AND HOLD HARMLESS.

- a. SHE shall carry workers compensation, State disability, and unemployment insurance as prescribed by law. SHE will indemnify COUNTY, its officials and employees against and hold them harmless from any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of the performance by SHE of this Agreement and reimburse COUNTY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands or causes of action which may be brought against them arising out of the performance by SHE of this Agreement. Before any work commences, SHE shall furnish COUNTY with a Certificate of Insurance with combined single limits of at least \$1,000,000 for bodily injuries and property damages on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that ten (10) days notice shall be given to COUNTY of cancellation or reduction in coverage.
- b. To the extent permitted by law, COUNTY shall defend, indemnify, and hold harmless SHE, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the active negligence or wrongful acts of COUNTY, its officers, or employees, arising out of COUNTY's performance of this Agreement.

9. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: Where required, SHE shall comply with, and require contractors and subcontractors to comply with, each of the following:

- a. Federal, state, and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to PROJECT. See Exhibit A, Standard Contract Language -- All Contracts, attached;
- b. The Davis-Bacon Act (40 U.S.C. § 276a, revised as 40 U.S.C. § 3142, et seq.) as supplemented by Department of Labor (DOL) regulations (29 C.F.R., Part 5);
- c. Copeland "Anti-Kickback" Act (18 U.S.C. § 874, et seq.) as supplemented by DOL Regulations (29 C.F.R., Part 3);
- d. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by DOL Regulations (29 C.F.R., Part 5);
- e. All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (43 U.S.C. § 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.);
- f. Executive Order 11246 and all implementing regulations of the DOL;
- g. Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.);

- h. Rehabilitation Act of 1973 (24 C.F.R., Part 8);
 - i. Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350, et seq.);
 - j. HUD Lead-Based Paint regulations (24 CFR, Part 35);
 - k. All applicable laws, ordinances, and codes of COUNTY and the State of California governing the rehabilitation of dwellings, including all required notices, building, plumbing, mechanical, electrical, sewer, water, and other permits; provided, however, that neither SHE nor engaged contractors and subcontractors shall be held responsible for preexisting violations of any law including, but not restricted to, zoning or building codes or regulations;
 - l. Benefits for domestic partners (Cal. Public Contract Code § 10295.3);
 - m. Children and family support obligations (Chap. 8, Part 1, Div. 9, Cal. Family Code § 3800, et. seq);
 - n. When applicable, all laws related to the CalHome Program including those of the State of California, all federal laws, all local rules or ordinances, all requirements of the Cal Home Program including the statutes, rules, guidelines and duly adopted policies and procedures of the State pertaining thereto. See Exhibit B, State Contract Overlay Requirements, attached.
10. CONFLICT OF INTEREST: No officer, employee, or agent of SHE shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for activities performed under this Agreement. SHE shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.
11. ANTI-LOBBYING CERTIFICATION: The undersigned certifies that to the best of his or her knowledge or belief:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

12. FORCE MAJEURE.

Neither COUNTY nor SHE shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable, or intentional acts of the party.

13. TERM OF CONTRACT.

- a. This Agreement shall take effect when it has been signed by both parties and shall expire three years from that date.
- b. Funding of any programs, projects or services beyond the term of this Agreement, by any new contract or amendment or extension of this Agreement, have not been authorized and will depend upon the satisfactory performance of this Agreement by SHE and upon the availability to COUNTY of additional grant funds allocated for such purposes. Neither COUNTY nor any employee of COUNTY has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to SHE for the purpose of this Agreement over and above the funds expressly allocated under the terms of this Agreement.
- c. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, survivors, and assigns.

14. TERMINATION.

- a. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other. Any funds advanced by COUNTY to SHE and not expended by SHE shall be returned to COUNTY within thirty (30) days after termination. Any funds due SHE will be forwarded by COUNTY to SHE. COUNTY expressly reserves the right to demand of and take action to collect from SHE the repayment to COUNTY of any funds disbursed to SHE under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. SHE agrees to promptly refund any such funds upon demand.
- b. Additionally, COUNTY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:
 - (1) An illegal or improper use of funds by SHE;
 - (2) SHE fails to comply with any term or condition of this Agreement;
 - (3) SHE improperly performs any of the services to be performed pursuant to this Agreement.

Upon receipt of notice from COUNTY that one or more of the above conditions exist, SHE shall prepare and submit to COUNTY within thirty (30) days a proposal for the correction of such conditions. If SHE fails to submit such a proposal or otherwise fails to properly perform this Agreement after notification as hereinabove set forth, COUNTY may serve SHE with written notice of the

termination of this Agreement. In the event of such termination, COUNTY shall be liable only for allowable services rendered prior to such termination, but COUNTY shall not be liable for any services that are not performed in accordance with the terms of this Agreement.

15. NOTICES: Any notices required under this agreement shall be made by first-class mail. Notice shall be deemed to have been given three days after deposit in the mail. Notices shall be given to the parties at the following addresses:

To: Self-Help Enterprises
P.O. Box 6520
Visalia, CA 93290

To the County: Chuck Kinney, Director, Community Development Agency
Kings County Government Center
1400 W. Lacey Blvd., Hanford, CA 93230
(559) 852-2674

With a Copy To: County Counsel
Kings County Government Center
1400 W. Lacey Blvd., Hanford, CA 93230
(559) 852-2448

Additionally, all invoices/bills shall be submitted to the County via Greg Gatzka at the address listed above.

16. OWNERSHIP OF DOCUMENTS.

a. COUNTY shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by SHE prior to termination of this Agreement by COUNTY or upon completion of the work pursuant to this Agreement.

b. No material prepared in connection with the PROJECT shall be subject to copyright in the United States or in any other country.

17. CHOICE OF LAW:

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

18. SEVERABILITY:

If any provision of this Agreement is found to be in conflict with applicable laws, such provision shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

COUNTY OF KINGS

SELF-HELP ENTERPRISES


Doug Verboon
Chairman, Board of Supervisors

Tom Collishaw
CEO

ATTEST:

Clerk to the Board

Approved as to form:
Diane Freeman, County Counsel

 3/11/2024

Zachary S. Adams, Deputy County Counsel

Sarah Poots, Risk Manager


 03/11/2024

EXHIBIT "A"

STANDARD CONTRACT LANGUAGE -- ALL CONTRACTS

1. Nondiscrimination Clause: During the performance of this contract, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including, but not limited to, health impairments related to or associated with a diagnosis of cancer), age (over 40 years of age), marital status, and use of or denial of family and medical care leave or use of or denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free some such discrimination and harassment. Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (Title 2, California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination compliance provisions of this clause in all subcontracts to perform work under the contract.

2. National Labor Relations Board Certification: The Contractor warrants by execution of this Agreement and does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board. (Cal. Public Contract Code § 10296) (Not applicable to public entities.)
3. Relocation: The Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regs., tit. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.
4. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Drug Free Workplace: By signing this contract, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) 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 a controlled substance is prohibited and specifying actions to be taken against for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for abuse violations.
- c. Every employee who works on the proposed contract will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the contract.

6. Union Organizing:

- a. Contractor, by its execution of this Agreement, hereby acknowledges that it has read the prohibitions on use of state funds and facilities to assist, promote, or deter union organizing set forth in Chapter 6 of Part 2 of Division 4 of Title 2 of the Government Code, commencing with Section 16645.
- b. By signing this Agreement, Contractor hereby certifies that none of the funds being provided hereunder will be used to assist, promote, or deter union organizing.
- c. If the assistance provided hereunder is in the form of a grant, Contractor shall account for the grant funds as follows:
 - (1) State funds designated by Contractor for use for a specific expenditure shall be accounted for as allocated to that expenditure.
 - (2) State funds not so designated shall be allocated on a pro rata basis to all expenditures by the Contractor that support the program or project for which the grant is made.

- d. If Contractor is a private employer or if the assistance provided hereunder is in the form of a grant, and Contractor makes expenditures, regardless of source of funds, to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that State funds have not been used for those expenditures.

EXHIBIT B

STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:
During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. Rehabilitation Act of 1973 and the "504 Coordinator"
The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".

3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
 - a) The grant activity to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).

 - b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

 - c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 U.S.C. § 276a, revised at 40 U.S.C. § 3142) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (18 U.S.C. § 874) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act–CWHSSA (40 U.S.C. § 3701 et seq.) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.