



Executive Board Meeting

Agenda

March 11, 2021

9:00 AM – 11:15 AM

VIA Zoom

<https://zoom.us/j/98052693967?pwd=TGNwMXJwNFR6SG5CbIFUMHM1V3J1Zz09>

Mission Statement:

To coordinate and leverage policy and resources that empower community partners to address homelessness in Kings and Tulare County.

- | | |
|--|--|
| <input type="checkbox"/> Suzy Ward, President | <input type="checkbox"/> Janet Paine, Member at Large |
| <input type="checkbox"/> Lateena Ling, Secretary | <input type="checkbox"/> Geno Robledo, Member at Large |
| <input type="checkbox"/> Becky Huber, Treasurer | <input type="checkbox"/> Vacant, Member at Large |
| <input type="checkbox"/> Esam Abed, Member at Large | <input type="checkbox"/> Vacant, Member at Large |
| <input type="checkbox"/> Marisol De La Vega Cardoso, Member at Large | <input type="checkbox"/> Machael Smith, Executive Director |

- I. Call meeting to order
- II. Consent Items:
 - A. Executive Director Report
- III. Financial Report
- IV. Alliance Business: Action/Discussion Items
 - A. Strategic Planning – Implementation Plan (facilitated by Homebase)
- V. Adjourn

Executive Director Report
March 2021

Operations

- Health and Safety
 - Working on Injury and Illness Prevention Plan
 - Laura attends meetings to discuss COVID-19 vaccine distribution in Tulare Co. Meeting w/ Kings Co public health on 3/5 to start conversation
 - Presented on self-care at All Staff Mtg
- C. Mallory is currently out on family leave to care for a family member who suffered critical injuries from a vehicle accident. She plans on returning in a couple of weeks. In the meantime, we are looking into switching to a cloud-based phone system. The Ops + CES teams are sharing phone answering responsibility (Monday – Vero, Tuesday – Leticia, Wednesday – Laura, Thursday – Iris, Friday – Robert)

Strategic Initiatives

FUNDING

- We submitted a grant application for the FY 21/22 City of Visalia CDBG Public Services funding in the amount of \$20,000. We receive these funds annually and they support the LINC/PIT activities.
- We continue to work on issuing contracts to subrecipients for ESG-CV1, ESG-CV2, HHAP-1 and HHAP-2 projects, which include:
 - Kings United Way – HMIS
 - Mental Health Systems – Eden House
 - Stardust KTHA LLC - Stardust
 - Turning Point – Porterville Welcome Center

COVID-19

There were 98 clients enrolled in Project RoomKey in Kings (58) and Tulare (40) counties (see Appendix A) as of February 28th. Tulare County PRK has had 148 clients exit and Kings County PRK has had 110 clients exit the program.

COORDINATED ENTRY

For the period of 7/1/20 – 2/28/21, 106 people were referred for housing in the bi-county region. Of those, 8 people were housed (see Appendix B). The majority of referrals were for the Rapid Rehousing (81), followed by Permanent Supportive Housing (11), and Mainstream Voucher Program (14). There is a high number of people looking for housing (98) and are having difficulty finding units due to the pandemic/eviction moratorium.

In looking at the overall CoC system, 2,924 clients (1.926 households) have entered the homeless service system between 7/1/20 – 2/28/21. Of those, 320 exited to stable housing with 58 being enrolled in permanent housing.

EMERGENCY HOUSING FOR VETERANS

The veteran emergency housing project assists unsheltered veterans with immediate shelter through motel vouchers. Since launching in July 2020, the project has provided 331 nights of shelter for 14 veteran households at an average cost of \$2,692 per household. [No new activity in February]

LANDLORD RELATIONS

The table below represents the number of Agencies, Landlords, and Units covered by the Landlord Mitigation Fund as of 2/28/21. Since its inception, the LMF has paid out \$3,041.85 in assistance.

	Kings County	Tulare County	Total
Landlord Engagement			
Number of landlords contacted	4	28	32
Number of new landlords recruited*	4	19	23
Number of units filled by recruited landlord (LMF or non LMF)	0	0	0
Number of landlords who refuse	0	0	0
Number of presentations to community partners	0	0	0
Number of presentations to partner organizations	0	0	0

Landlord Mitigation Fund			
Number of landlords who received LMF paperwork but haven't submitted it yet	3	5	8
Number of new landlords signed up for LMF	0	0	0
Total number of landlords in LMF	6	3	9
Total number of units in LMF	9	4	13

**Owners, management companies, real-estate agents spoken to who are willing to accept applications from clients*

STRATEGIC PLANNING TECHNICAL ASSISTANCE/STRATEGIC SUPPORT

Homebase has led the Alliance board and management team through two of a three-part strategic planning series. The sessions are held via Zoom:

- Session 1: External System Mapping, February 11th
- Session 2: Gaps, February 25th
- Session 3: Implementation Plan, March 11th

COMMUNITY ENGAGEMENT CAMPAIGN

Work continues on the Community Engagement Campaign. The logo has been finalized and the content sub-committee is building out the website pages.

YOUTH ADVISORY BOARD

- Youth focus group on 3/9
- Funding
 - CSET anticipates applying for Youth Homelessness Demonstration Program (YHDP) grant when NOFA is released.
 - Laura completing Golden 1 Credit Union grant application.

KINGS/TULARE TASK FORCE UPDATES

- Kings: No updates. I was not able to attend meeting due to it being rescheduled because of President's Day weekend.
- Tulare: February meeting cancelled.

STARDUST KTHA, LLC.

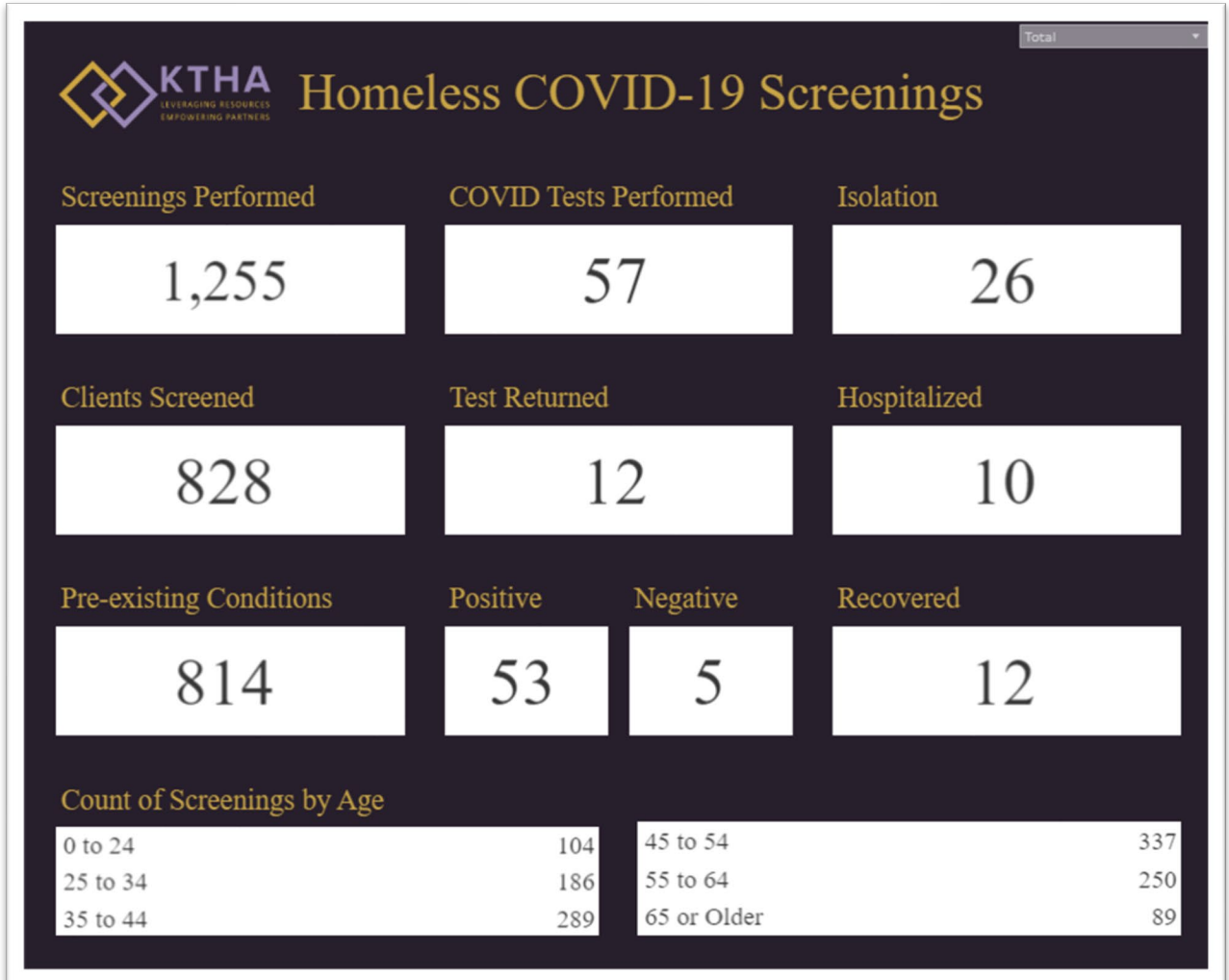
- Stardust Updates (Emergency Shelter):
 - Additional Support and case management staff added; roles and responsibilities expanded and redefined
 - Onsite space improvements for case management staff
 - Behavioral Health onsite presence added for in-depth evaluation of ongoing needs
 - KCAO to start managing operations effective March 20th
- Sunrise Apartments Updates (Permanent Housing Conversion):
 - Several key operational agreements have been finalized and are pending the Kings County Board of Supervisors and/or KCAO signatures (see Appendix C). Agreements include:
 - Affordability Agreement
 - Use Agreement - for interim housing post Roomkey and until full conversion is completed

- Property Transfer Agreement - if Sunrise conversion is not completed within 5 years
- Funding
 - City of Hanford CDBG CV 3 funds (\$238,702) that were awarded for Roomkey Operations are no longer needed due to 100% FEMA funding; working with the City to repurpose for Stardust Conversion activities
 - Received HCD Approval to move \$204,000 of unexpended capital funding to operational subsidies from the Homekey Award; requires amendment to the Authorizing Resolution - BOS expected date 3/16
 - Kings Co. Board of Supervisors voted against supporting application for CDBG CV 2 and 3 funds to be utilized for Conversion of Stardust to Sunrise Apartments
 - Need an estimated \$2.5 Million over 3 years to complete a full conversion of 22 rooms to studios; estimated Cost are based on Architect's estimates & industry standard rates; actual costs would be based on RFP
- Construction
 - Phase 1
 - 3 ADA rooms and paint in progress
 - Exterior paint completed
 - Sunrise signage purchased and should be installed soon
 - Phase II
 - Architectural plans completed

LEGISLATIVE UPDATES

[AB71](#), Bring California Home is a bill sponsored by Luz Rivas, which calls for \$2.4 billion in funding for homeless programs. This dedicated revenue would come from a combination of closing tax loopholes on major corporations. Among others, the bill would enforce the GILTI tax, which ensures California corporations are no longer allowed to avoid paying taxes on profits they make overseas (See Appendix D).

Appendix A – COVID Dashboards



Project Room Key



Total Enrolled Clients

98

Daily Change in Number Clients

0

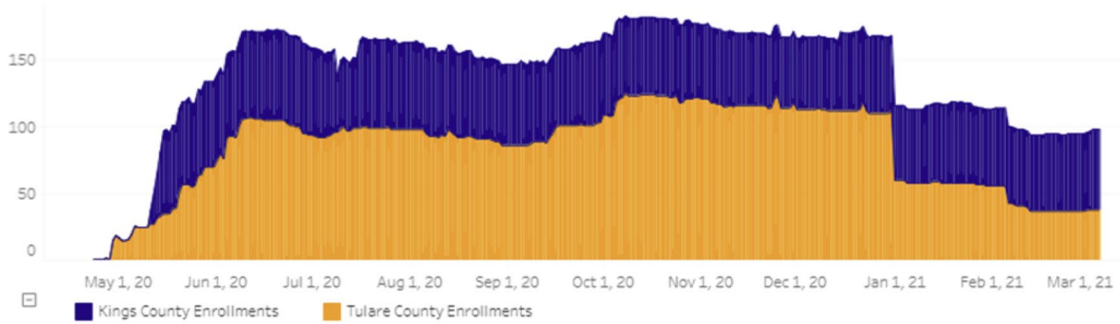
Total Number of Exits

258

Daily Exits

0

Number of Clients in Isolation



Tulare County Clients Enrolled

38

Tulare County Exits

148

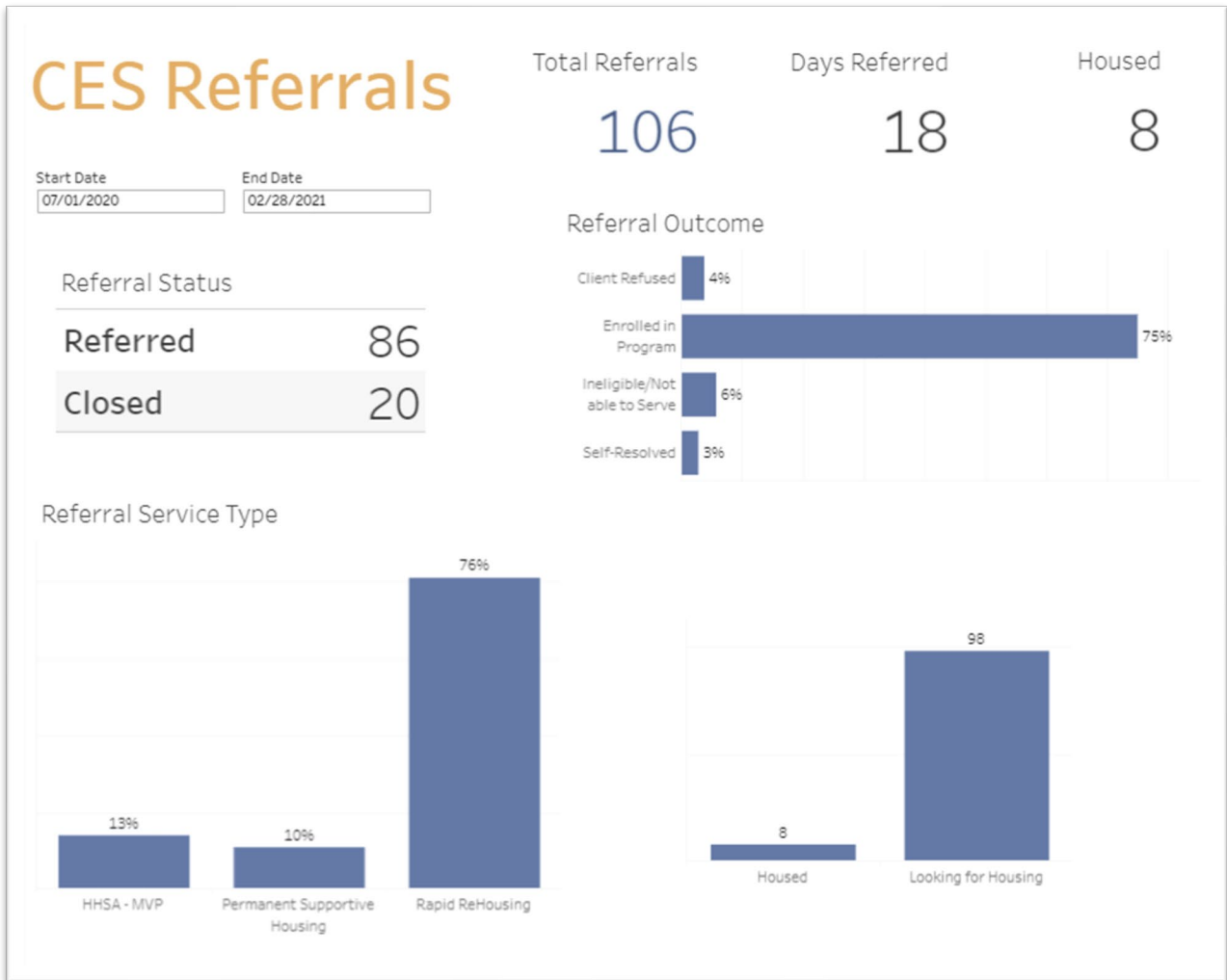
Kings County Clients Enrolled

60

Kings County Exits

110

Appendix B– Clients Served Dashboards



Client Demographics

CLIENTS 2,924
HOUSEHOLDS 1,926

HOUSED 320
58

Hover over circle for instructions

Type (All)

Program (All)

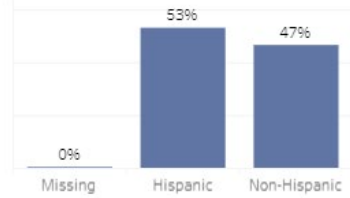
Start Date 7/1/2020

End Date 2/28/2021

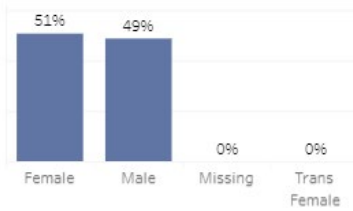
Race



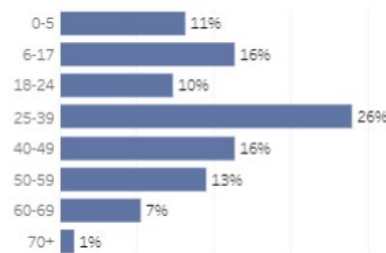
Ethnicity



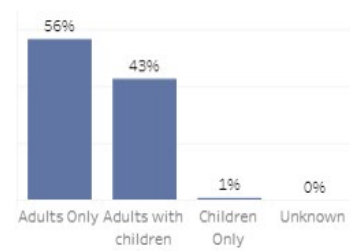
Gender



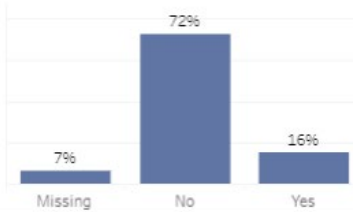
Age



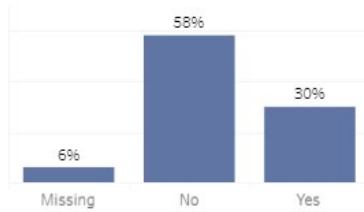
Household



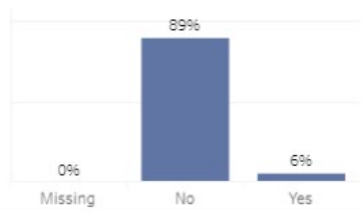
Chronically Homeless



Disabling Condition



Veteran



Appendix C– Stardust KTHA LLC Agreements

RECORDING REQUESTED BY
AND RETURN TO:

County of Kings
1400 W. Lacey Boulevard, Bldg. 12
Hanford, CA 93230
Attention: Sanja Bugay, Director
Kings County Human Services Agency

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

APN: 016-051-029-000, 016-052-007-000, and 016-052-008-000

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

(Use, Income, and Rent Restrictions)

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the “**Declaration**”), dated and effective _____, 2021 (“**Effective Date**”), is made by Stardust KTHA, LLC, a California limited liability company (the “**LLC**”), and the successors, assigns, and transferees of the LLC (each, a “**Declarant**” and collectively, the “**Declarants**”), and is hereby given to and on behalf of the County of Kings, a political subdivision of the State of California (the “**County**”).

RECITALS

- A.** As set forth in that certain grant deed dated as of December ____, 2020, recorded December 17, 2020, and that certain grand deed dated as of December ____, 2020, recorded December ____, 2020, each recorded in the official records of the Kings County Clerk-Recorder in the State of California, the LLC owns that certain real property commonly known as 8595 Lacey Boulevard, Hanford, CA 93230, APN 016-052-029-000, 016-052-007-000, and 016-052-008-000 (collectively referred to herein as the “**Real Property**”), which Real Property is more particularly described

- in Exhibit A, attached hereto and incorporated herein by this reference. The Real Property is currently improved with a hotel and other assets (the “**Development**” or “**Improvements**,” and, together with the Real Property, the “**Property**”).
- B.** The County, Kings/Tulare Continuum of Care on Homelessness, Inc., a California nonprofit public benefit corporation, the sole member of the LLC (the “**Sponsor**”), entered into an agreement (20-HK-00031) with the Department of Housing and Community Development, a public agency of the State of California (“**Department**”), dated December 14, 2020 (the “**Standard Agreement**”), under the Department’s Homekey Program (“**Homekey**” or “**Program**”).
 - C.** The statutory basis for the Program is Health and Safety Code section 50675.1.1. Assembly Bill No. 83 (2019-2020 Reg. Sess.) added sections 50675.1.1 and 50675.1.2 to the Multifamily Housing Program (“**MHP**” or “**MHP Program**”) (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department to administer the MHP Program.
 - D.** The Department issued a Notice of Funding Availability (“**NOFA**”) for the Program on July 16, 2020. The NOFA incorporates by reference the MHP Program, as well as the MHP Final Guidelines (“**MHP Guidelines**”), dated June 19, 2019, both as amended and in effect from time to time. The NOFA states that the Homekey grant funds are derived primarily from Coronavirus Relief Fund (“**CRF**”) money received from the U.S. Department of the Treasury. The CRF was established by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No. 116-136).
 - E.** The MHP Program, the NOFA, the MHP Guidelines, the federal CARES Act, and the Standard Agreement comprise the “**Program Requirements**.”
 - F.** Pursuant to the terms of the Standard Agreement, the Department agreed to provide the Sponsor with a grant under the Program (the “**Grant**”) in an amount not to exceed **\$2,500,000.00**, which amount includes **\$1,996,000.00** for capital expenditures and **\$504,000.00** for a capitalized operating subsidy.
 - G.** The Standard Agreement requires the Sponsor to acquire the Property, and to ensure that it shall be used to provide decent, safe, and sanitary Interim Housing (as defined in the Standard Agreement) that will ultimately result in permanent housing for households that are experiencing homelessness or that are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal

Regulations, and, because of that and for other reasons, are or have been impacted by the COVID-19 pandemic (the “**Target Population**”).

- H. A material purpose of this Declaration is to regulate and restrict the use, occupancy, rents, operation, ownership, and management of the Property in compliance with the Program Requirements.
- I. Declarants acknowledge and agree that the Department is an express third party beneficiary of this Declaration, that the Department has made the Grant in reliance on this Declaration, and that the Department has a direct right of enforcement against the Declarants in the event of the Declarants’ breach, default, or other non-compliance under this Declaration, which right is exercisable in the Department’s sole and absolute discretion.

AGREEMENT

NOW, THEREFORE, in consideration of the Grant, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarants hereby jointly and severally declare, covenant, and agree as follows:

- 1. **Recitals and Definitions.** The recitals are true and correct, and they are hereby incorporated into this Declaration as though set forth in full herein.
- 2. **Use Covenants.** Declarants declare and covenant that the Development shall include, at a minimum, the number and size of units that are described in Exhibit B, attached hereto and incorporated herein by this reference. Declarants further declare that the Development shall be subject to the occupancy, income, and rent restrictions that are set forth and more fully specified in said Exhibit B and this Declaration. The Property shall be rented to and occupied by the Target Population in accordance with the terms of this Declaration.
- 3. **Rental Restrictions.** Each of the units of the Development (“**Dwelling Unit**”) shall comply with the following requirements:
 - (a.) During the Restricted Housing Period (as defined below), the Dwelling Unit is occupied in compliance with Program Requirements.
 - (b.) Where the household is “at risk of homelessness,” that household’s gross annual income shall not exceed 30 percent of area median income (“**AMI**”), as published by the Department or by the California Tax Credit Allocation Committee (“**TCAC**”), and as applicable to the County. In the

event that the Department no longer publishes such determinations, the income limits shall be calculated as 30 percent of the AMI for the County, as published by the U.S. Department of Housing and Urban Development (“**HUD**”), or any successor thereto.

(c.) The maximum allowable monthly rent for the Dwelling Units paid by the occupant shall not exceed one-twelfth (1/12) of thirty percent (30%) of the income limit for Extremely Low Income Households for the County, as reported by the Department in the annual State Income Limits Memorandum issued by the Department pursuant to California Health and Safety Code Section 50093, based on the number of bedrooms in the unit, or by TCAC, and as applicable to the County. In the event that the Department no longer publishes such determinations, the income limits shall be calculated as 30 percent of the AMI for the County, as published by HUD, or any successor thereto.

4. **Covenants Run with the Land.** The Property is hereby held and shall at all times hereafter continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to these covenants, conditions, restrictions, and limitations. All of the foregoing covenants, conditions, restrictions, and limitations are intended to constitute both equitable servitudes and covenants running with the land. Declarants expressly acknowledge and agree that the covenants are reasonable restraints on Declarants’ right to own, use, operate, maintain, encumber, and transfer the Property, or any portion thereof or any estate or interest therein, and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed, encumbrance, or other instrument hereafter executed covering, encumbering, or conveying the Property, or any portion thereof or interest therein, shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth or otherwise referenced in such contract, deed, or other instrument.
5. **Term.** The covenants in this Declaration shall be binding, effective, and enforceable commencing upon the Effective Date of this Declaration, and they shall continue in full force and effect for a period of ten (10) years after the date of recordation of this Declaration (the “**Restricted Housing Period**”), regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof.
6. **Successors.** The provisions herein shall run with the land and inure to, and be binding upon, future owners of the Property. Upon any sale, assignment, transfer,

or conveyance of the Property or any portion thereof, and except as otherwise expressly provided to the contrary herein, the new fee owner shall assume and be responsible for all burdens and obligations of the Declarants under this Declaration. Declarants shall at all times remain responsible for incidents or conditions that arise or occur during the term of their ownership or control of the Property.

7. County Review and Inspection.

- a. The County or its designee has the right, at any time during the term of this Declaration, upon reasonable notice, to enter and inspect the Property, and to inspect all records pertaining to the rehabilitation, development, management, and operation of the Property. Upon request by the County, the Declarants shall notify the residents of upcoming inspections in accordance with applicable law.
- b. At the County's request, the Declarants shall provide, at Declarants' expense, a special audit of the activities funded by the Grant (e.g., delivery of the supportive services that were represented and described in the application for Homekey funds). Such audit shall be certified by an independent certified public accountant. The County has the right to perform, or to cause, audits of any and all phases of the Declarants' activities related to the Grant.
- c. The County has the right to request any other information that it deems necessary to monitor compliance with the covenants and other requirements set forth in this Declaration and in the Standard Agreement. The Declarants shall provide such requested information within fourteen (14) calendar days of the County's written request for the information.

8. Department Review and Inspection.

- a. At any time during the term of this Declaration, the Department or its designee may, but is not obligated to, upon reasonable notice, enter and inspect the Property, and inspect all records pertaining to the rehabilitation, development, management, and operation of the Property. Upon request by the Department, the Declarants shall notify the residents of upcoming inspections in accordance with applicable law.
- b. The Department may request, and the Declarants shall provide at Declarants' expense, a special audit of the activities funded by the Grant

(e.g., delivery of the supportive services that were represented and described in the application for Homekey funds). Such audit shall be certified by an independent certified public accountant. The Department may, but does not have the obligation to, perform or cause audits of any and all phases of the Declarants' activities related to the Grant.

- c. The Department may, but is not obligated to, request any other information that it deems necessary to confirm compliance with the covenants and other requirements set forth in this Declaration and in the Standard Agreement. The Declarants shall provide such requested information within fourteen (14) calendar days of the Department's written request for the information.
- d. The Department shall not, by the fact of making or not making any such entries or inspections, or by taking or failing to take any action in response thereto: (i) incur or undertake any obligation, duty, or liability whatsoever, whether to the Declarants, to the County, or to any other person or entity; (ii) be deemed as approving or disapproving any matter, action, incident, or condition related to the Property or the Development; or (iii) be deemed as approving or disapproving any matter related to the compliance of the Property or the Development with the Program Requirements or other applicable laws. In no event or circumstance shall the Department's exercise or non-exercise of its discretion under this paragraph constitute, or be deemed or interpreted as constituting, any termination, limitation, alteration, or waiver by the Department of any right, benefit, or remedy under or with respect to this Declaration.

9. Nondiscrimination. Declarants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Declarants shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Declarants shall comply with all federal and state laws against discriminatory practices relating to specific groups, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.); the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and

the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Each Declarant shall give written notice of its obligations under this provision to labor organizations with which it has a collective bargaining or other agreement.

- 10. Amendment, Modification.** Neither the Declarants nor the County shall amend, modify, waive, or release this Declaration, or any part of this Declaration, without the prior and express written consent of an authorized representative of the Department, which consent may be conditioned or delayed in the Department's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of the Department shall be void.

- 11. No Waiver.** No waiver of any breach, violation of, or default under this Declaration shall be deemed to be a waiver of any other or subsequent breach or violation thereof or default thereunder.

- 12. Notice.** Unless otherwise required by applicable law, any notices, demands, or communications between the parties hereto shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail (postage prepaid and return receipt requested), or delivered by express delivery service (with delivery receipt) to the address of the respective party as set forth below, or to such other address as the respective party may have designated by written notice given to the other party in the manner provided herein. Such written notices, demands, and communications shall be effective as of the date shown on the relevant receipt (e.g., date of delivery, date of attempted delivery, date of refusal of delivery).

[Remainder of Page Intentionally Left Blank]

To County:

County of Kings
1400 W. Lacey Boulevard, Bldg. 12
Hanford, CA 93230
Attention: Sanja Bugay, Director
Kings County Human Services Agency
Phone: (559) 852-2200
Email: Sanja.Bugay@co.kings.ca.us

To LLC:

Stardust KTHA, LLC
c/o Kings/Tulare Continuum of Care on Homelessness, Inc.
PO Box 1742
Visalia, CA 93279
Attention: Machael Smith
Phone: (559) 331-5237
Email: msmith@kthomelessalliance.org

13. Defense and Indemnification. Declarants agree to defend, indemnify, and hold harmless the Department, and its appointees, agents, employees, and officers, from and against any losses, damages, liabilities, claims, actions, judgments, court costs, and legal or other expenses (including attorneys' fees) that may arise in connection with Declarants' ownership, operation, and management of the Property or any breach, default, or other non-compliance under this Declaration. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Declarants shall pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith.

14. Joint and Several Liability. All of the obligations, covenants, and agreements of the Declarants under this Declaration shall be the joint and several obligations of each constituent Declarant.

15. Compliance. Declarants acknowledge and agree that, at all times, their actions with respect to the Property and pursuant to this Declaration shall be in conformity and compliance with all Program Requirements. Declarants acknowledge and agree that they are familiar with the Program Requirements and that they have consulted with their professional and legal advisors, as necessary, with respect to their obligations in connection therewith.

16. Severability. In the event any term or provision of this Declaration is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Declaration shall remain in full force and effect.

17. Counterparts. This Declaration may be executed in identical counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

18. Interpretation. As used in this Declaration, the masculine, feminine, or neuter gender, and the singular or plural numbers, shall each be deemed to include the other, as required by context. This Declaration shall be construed as a whole. Any captions are for the convenience of the reader, and they are not intended to describe or define the substance of any related provisions in this Declaration. Each party hereby represents and warrants to the others that it has engaged with independent legal counsel to review and participate in the drafting of this Declaration. As such, each party hereby waives the application of any law to the effect that ambiguities are to be construed against the drafting party (including, without limitation, Civil Code section 1654).

19. Governing Law. This Declaration shall be governed by and interpreted under the laws of the State of California.

20. Attorneys' Fees. The prevailing party in any action to enforce this Declaration, including current residents of the Development, shall be entitled to reasonable attorney's fees as determined by the trier of fact in that forum.

21. Recordation of Declaration. Declarants shall record this Declaration in the Official Records of the County within 30 days of the Effective Date. The Declaration shall be recorded, and shall remain, as a lien against the Property in first position over all other agreements, covenants, liens, or other matters of record on the Real Property.


[signatures follow]

IN WITNESS WHEREOF, Declarants have executed this Declaration, effective the day and year first set forth above.

STARDUST KTHA, LLC

STARDUST KTHA, LLC,
a California limited liability company

By: Kings/Tulare Continuum of Care on Homelessness, Inc.
a California nonprofit public benefit corporation
its Sole Member

By: 

Machael Smith, Manager

COUNTY OF KINGS

COUNTY OF KINGS,
a political subdivision of the State of California

By: _____
Sanja Bugay, Director
Kings County Human Services Agency

KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.

Kings/Tulare Continuum of Care on Homelessness, Inc.
a California nonprofit public benefit corporation

By: 

Machael Smith, Manager

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The land described herein is situated in the State of California, County of Kings, unincorporated area, described as follows:

Lots 19 and 20 of EL RANCHO PARK, Kings County Tract No. 117, in the County of Kings, State of California, according to map thereof recorded in Book 4 at Page 100 of Licensed Surveyor Plats.

EXCEPTING THEREFROM one-half of all oil, gas, minerals and mineral rights in, under and upon said land as reserved and excepted by Walter Kelly, et al, in their Deed to Fred W. Abraham, et ux. recorded April 7, 1953 in Book 552 Page 412 of Official Records, as Document No. 3484, and as amended by Quitclaim Deed dated May 20, 1956 and recorded July 12, 1955 in Book 621 at Page 501 of Official Records, as Document No. 6987, wherein Walter Kelly, et al, released and surrendered only the surface rights to the land in said subdivision and for a distance of not more than 200 feet in depth. Said Deed further provides that nothing contained therein shall in any way be construed to prevent, hinder or delay the free and unlimited right to mine, drill, bore, operate and remove from beneath the surface of said land, at any level or levels 200 feet or more below the surface of said land for any purposes of development or removal of all oil, gas, minerals and other hydrocarbons situated therein or thereunder or producible therefrom, together with all water necessary in connection with its drilling or mining operations thereunder.

Lots 21 and 22 of El Rancho Park, Kings County Tract No. 117, in the County of Kings, State of California, according to map thereof recorded in Book 4 at Page 100 of Licensed Surveyor Plats.

EXCEPTING THEREFROM one-half of all oil, gas, minerals and mineral rights in, under and upon said land as reserved and excepted by Walter Kelly, et al, in their Deed to Fred W. Abraham, et ux. recorded April 7, 1953 in Book 552 Page 412 of Official Records, as Document No. 3484, and as amended by Quitclaim Deed dated May 20, 1956 and recorded July 12, 1955 in Book 621 at Page 501 of Official Records, as Document No. 6987, wherein Walter Kelly, et al, released and surrendered only the surface rights to the land in said subdivision and for a distance of not more than 200 feet in depth. Said Deed further provides that nothing contained therein shall in any way be construed to prevent, hinder or delay the free and unlimited right to mine, drill, bore, operate and remove from beneath the surface of said land, at any level or levels 200 feet or more below the surface of said land for any purposes of development or removal of all oil, gas, minerals and other hydrocarbons situated therein or thereunder or producible therefrom, together with all water necessary in connection with its drilling or mining operations thereunder.

APN: 016-052-029-000, 016-052-007-000, and 016-052-008-000

EXHIBIT B

Unit Mix

The Stardust 8595 Lacey Boulevard Hanford, CA 93230 County of Kings	APN: 016-052-029-000; 016-052-007-000; 016-052-008-000
--	---

Enter the number of doors by bedroom size and income level.

# of Bedrooms	# of Doors	HK Restricted	Income Limit (% of AMI)
0 (Studios)	21	21	30% AMI
0 (Studios)	1	0	Manager
Total	22	21	

USE AGREEMENT FOR 8595 LACEY BOULEVARD, HANFORD, CA 93230

THIS USE AGREEMENT (“Agreement”) is entered into on _____, 2021, between STARDUST KTHA, LLC, a California limited liability company (“**Owner**”) and the COUNTY OF KINGS, a political subdivision of the State of California (“**County**”), with an effective date as set forth below. Owner and the County are each a “**Party**” and together are the “**Parties**” to this Agreement, which is made with respect to the following:

WHEREAS, Owner is the owner of record of real property located at 8595 Lacey Boulevard in the City of Hanford, County of Kings, State of California (“**Property**”), which was previously used as a motel known as the “Stardust Motel” and is being renovated into a facility consisting of twenty-two (22) units, one (1) office/lobby area, and a parking area to be known as the “Sunrise Apartments” (“**Premises**”). A legal description of the Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Owner and the County jointly applied to the State of California’s Homekey Program as administered by the Department of Housing and Community Development (the “**Department**”) for funding to purchase the Premises to rapidly sustain and expand the inventory of housing for people experiencing homelessness or at the risk of homelessness and impacted by COVID-19;

WHEREAS, the application submitted by Owner and the County for Homekey funding (“**Homekey Application No. 31**”) was awarded and funded subject to the terms of the Parties’ Standard Agreement with the Department, as dated December 14, 2020, 20-HK-00031 (the “**Standard Agreement**”);

WHEREAS, the Homekey Application No. 31 provides that the real property and its improvements are contemplated for temporary use as a Housing Site for the homeless or persons at risk of homelessness in the County (the “**Target Population**”), with a plan to subsequently renovate the units renovated for permanent housing (the “**Permanent Conversion**”);

WHEREAS, Owner and County have entered into that certain Property Transfer Agreement dated as of _____, 2021 (the “**Transfer Agreement**”), wherein the Parties have jointly agreed, pursuant to the terms of the Standard Agreement, to renovate the Premises to Permanent Conversion, and transfer the Premises to County upon completion of such renovation and satisfaction of the conditions of transfer set forth in the Transfer Agreement;

WHEREAS, the County’s Human Services Agency (the “**Human Services Agency**”) provides comprehensive wraparound services, including case management services, to those who were formerly or are currently homeless (“**Clients**”), which includes, but is not limited to, securing housing for Clients;

WHEREAS, the County desires to utilize a blend of state, federal, and local programs to use the Premises as one of the locations where the Human Services Agency can house its Clients; and

WHEREAS, until the transfer of the Premises to the County under the Transfer Agreement, the County desires to reserve rooms on the Premises to secure housing for its Clients while providing wraparound services.

ACCORDINGLY, IT IS AGREED AS FOLLOWS:

1. RIGHT TO USE

Owner hereby grants, and County accepts, the right to use all of the available rooms on the Premises to house Clients of the Human Services Agency and provide services upon the Premises as deemed appropriate, under the terms and conditions set forth in this Agreement.

2. TERM AND AMENDMENTS

- a. This Agreement shall commence upon it being fully executed (the “**Effective Date**”), and continue in full force and effect for five (5) years, unless earlier terminated pursuant to the provisions of this Agreement.
- b. This Agreement may be amended or renewed only by a written amendment signed by the Parties’ authorized representatives.
- c. This Agreement shall automatically terminate upon the transfer of the Premises pursuant to the Transfer Agreement; provided that Owner shall be entitled to any fees, reimbursements or expenses due under this Agreement, as prorated (as applicable) through the date of termination.

3. RENT, TAXES, AND PASS-THRU/REIMBURSEMENT COSTS AND EXPENSES

County will use the Premises for the provision of public services, specifically for the purpose of providing space for the Human Services Agency, including but not limited to, the provision of temporary housing for the homeless and comprehensive wraparound services, including case management services that centers on each client’s individual needs. County will use the Premises in compliance with this Agreement, the requirements relating to Homekey Application No. 31, and all laws, ordinances, and other governmental or quasi-governmental regulations now in force or which may hereafter be in force. County agrees that during the term of this Agreement, the County shall maintain complete and accurate records pertaining to the dwelling units occupied or to be occupied by qualified tenants, including Income Certifications, and ensure said information is updated for each Client in the HMIS and available to Owner for the purpose of verifying compliance with the requirements of the Department with respect to the HomeKey program, or as otherwise permitted by applicable law.

- a. On the Effective Date, and provided such units are in satisfactory condition for occupancy, the County will pay Owner, without deduction, set off, prior notice, or demand the sum of \$60 per day for each of the units of the Premises, for the period from the Effective Date through the end of the month. On the first day of each month thereafter, and provided such units are in satisfactory condition for occupancy, the County will pay to Owner, without deduction, set off, prior notice, or demand the sum of \$60 per day for each of the units of the Premises, for the period from the first day of the month to the end of the month.
- b. On an annual basis, the Parties shall meet and confer to ensure the amount paid per unit to Owner shall be increased to the fair market daily rates for projects located in the market area similar to the Premises in scope, unit size, and services. In determining the fair market

USE AGREEMENT FOR 8595 LACEY BOULEVARD, HANFORD, CA 93230

daily rents, the Parties shall consider any increased costs for Owner's maintenance and operation of the Premises.

- c. After the termination of a Client's residency, Owner and the County shall meet and confer to determine an agreed upon sum to restore the rental unit to HUD Housing Quality Standards for the next Client tenant. The County shall pay this sum upon receipt of documentation (such as invoices, quotes or other documents normally used to memorializes repairs and maintenance work for residential units), of the expenses to be or already incurred by Owner. Notwithstanding the foregoing, Owner shall be required to apply any operational reserves held by Owner with respect to the Premises for the restoration of any rental unit, and deduct such amounts applied from Owner's request for reimbursement from the County.
- d. Owner shall pay all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of any kind or nature up to the amount for such taxes as set forth in the Homekey Budget shown on Exhibit B. Any taxes either (1) not set forth or (2) exceeding the amounts set forth in the Homekey Budget on Exhibit B, shall be an additional cost of County, payable or reimbursable upon notice by Owner to County requesting such payment Notwithstanding the foregoing, Owner shall be required to apply any operational reserves held by Owner with respect to the Premises to the payment of any federal, state, county or local governmental or municipal taxes, fees, charges or impositions, and deduct such amounts applied from Owner's request for reimbursement from the County.
- e. As set forth in this Agreement, by entering into this Agreement, the County intends to provide temporary housing for the homeless and related comprehensive wraparound services at the Premises. County acknowledges and agrees that the County must provide such services in a professional and commercially reasonable manner. In the event that Owner determines, in its sole discretion, that the services provided by County are inadequate for the safety and security of the tenant population or the Premises, Owner may, but is not obligated to, perform all acts necessary and appropriate to address such safety and security inadequacies, including hiring additional staff or employing current staff to provide such services, which may include, but is not limited to, site security, case management, behavioral health services, and physical health services. Any funds expended by Owner for such purposes shall be an additional cost of County, payable upon notice by Owner to County requesting such payment.
- f. All renovations by Owner shall be compliant with the Americans with Disabilities Act, Disabled Persons Act, and Fair Employment and Housing Act requirements and meet acceptability standards for use with the Federal Housing Voucher programs. There shall be no increase in County rent charges for additional units available for occupancy to a total of twenty-two (22) units.

Upon completion of all renovations such that Premises are considered permanent housing with full kitchens and qualify under HUD Housing Quality Standards, Owner shall make monthly payments to County equal to the total amount of Federal Housing Voucher payments for Premises units, if any, received by Owner in the previous month as an offset against rent paid by County. Owner

USE AGREEMENT FOR 8595 LACEY BOULEVARD, HANFORD, CA 93230

shall prepare a statement for each month Owner receives voucher payments that shows the amount received for each unit and the total amount received as an offset against County's monthly rent. Owner's payment and statement must be provided to the County no later than the fifteenth day of the month after Owner received the voucher payments. Owner must send the payments and statements to County pursuant to the notice provisions set forth in this Agreement.

County will pay all rent and other payments to Owner at:

Stardust KTHA, LLC
PO Box 1742
Visalia, CA 93279

Owner may from time-to-time designate a new payment address by written notice together with the submission of a replacement W-9 to the County.

4. MAINTENANCE

- a. Owner will provide preventative maintenance, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment. Such responsibility shall include, without limitation, the following:
 - i. The structural parts of the building and other improvements in which the Premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof;
 - ii. The exposed and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;
 - iii. Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located;
 - iv. Heating, ventilating, and air-conditioning systems (HVAC) servicing the Premises;
 - A. The HVAC shall be inspected at least once every twelve (12) months, and problems found during these inspections shall be corrected within thirty (30) days from discovery.
 - B. Inspections and maintenance of the HVAC system shall be documented in writing. Owner shall record the name of the individual(s) inspecting and/or maintaining the system, the date of any inspections and maintenance, and the specific finding and action taken. Owner shall ensure that the records are kept for at least five (5) years.
 - v. Light fixtures and replacement bulbs;
 - vi. Pest control; and

- vii. Landscaping services.
- b. Owner shall provide a per unit allowance per month (the “**Maintenance Allowance**”) for the maintenance services provided by Owner, as set forth in the Homekey Budget shown on Exhibit B. In the event that the expenses for maintenance of the Premises exceeds such Maintenance Allowance, the additional expense above the Maintenance Allowance shall be billed to the County at its expense on a monthly basis. Notwithstanding the foregoing, Owner shall be required to apply any operational reserves held by Owner with respect to the Premises to the payment of maintenance expenses and services, and deduct such amounts applied from Owner’s request for reimbursement from the County.
- c. Owner will be responsible for complying with codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of this Agreement, at no cost to County, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.
- d. In case of emergency Owner will take immediate steps to protect persons and property. If Owner does not take the necessary steps, the County will have the right to repair or contract to repair and to be reimbursed by Owner.
- e. Except for cases of emergency, Owner will make all repairs as soon as is possible. In the event Owner has not made a repair referred to in a written notice from County to Owner within thirty (30) days after date of notice, County will have the right to repair or contract to repair and be reimbursed by Owner.

5. UTILITIES AND OTHER SERVICES

- a. Owner shall plan for, and pay for, utilities and services furnished or to be used by the County, including, gas, electricity, water, sewer, and trash, and for all connection charges therefor. Owner shall provide a per unit allowance per month, as set forth in the Homekey Budget shown on Exhibit B. Any expense above such allowance shall be billed to the County at its expense on a monthly basis.
- b. In connection with the Permanent Conversion, Owner shall arrange for the installation of all telephones or internet services it shall require and pay for any and all charges relating thereto.
- c. Owner shall be responsible all fire extinguishers and related signs.
- d. Owner shall be responsible for any pest control issues related to bed bugs.

6. ALTERATIONS

USE AGREEMENT FOR 8595 LACEY BOULEVARD, HANFORD, CA 93230

County shall not make any structural or exterior alterations to the Premises without Owner's consent; however, County shall have the right, without cost to the Owner to make, with Owner's consent, nonstructural alterations to the interior of the Premises that County requires in order to conduct its operations on the Premises.

Upon termination of the tenancy, the County shall have the right to remove from the Premises immediately before the termination of the tenancy any alterations County has made to the Premises, as long as the removal will not cause any structural damage to the Premises, and County at its sole cost will promptly restore any damage caused by the removal.

7. MECHANICS LIENS

County shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted under this Agreement. County shall keep the building, other improvements, and land on which the Premises are located free and clear of all mechanics liens resulting from construction done by or for County.

8. DISCLOSURES

Prior to delivering possession of the Premises, and throughout the tenancy, Owner shall make any and all legally required disclosures to County, including, but not limited to, disclosures of hazardous substances or materials and disclosures required by Civil Code section 1938.

9. PREVAILING WAGE AND OTHER LABOR LAWS

Owner acknowledges that the rehabilitation work and potentially any subsequent alterations Owner makes to the premises under the terms of this Agreement, are subject to such prevailing wage, apprenticeship, and anti-discrimination provisions of the Labor Code as are applicable to public works projects contracted for by County, including Labor Code section 1771. Owner will require all contractors and subcontractors who complete such work to: (a) maintain accurate and certified payroll records pursuant to Labor Code section 1776; (b) to make such records available for inspection by County and the Division of Labor Standards Enforcement of the Department of Industrial Relations, on a weekly basis and at no cost; and (c) to comply with all other applicable prevailing wage requirements. In addition, Owner's construction contract(s) will require contractor(s) and subcontractor(s) to maintain complete and accurate records with respect to the funds expended on such work and will require that the contractor(s) and subcontractor(s) provide access to the County Auditor-Controller and to the State of California auditors, and to their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of this Agreement. Owner will require that all such records be prepared in accordance with generally accepted accounting procedures, be clearly identified, and be readily accessible within the County, upon request.

10. ASSURANCES OF NON-DISCRIMINATION

USE AGREEMENT FOR 8595 LACEY BOULEVARD, HANFORD, CA 93230

Owner will not discriminate in employment or the performance of the work or in the provision of services called for under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

11. INSURANCE

Owner will procure and maintain, at County's expense, commercial general liability insurance applying to the use and occupancy of the Premises pursuant to this Agreement, and all business and programs conducted by on the Premises, and shall have County included as an additional insured. The County will provide Stardust with an amount, not to exceed, _____, to purchase such insurance.

12. DESTRUCTION

In the event the Premises, or the building(s) in which the Premises are located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for the County's use, in whole or in part, the County shall be entitled to a reduction in the rental during the period that such part remains unrepaired or unrestored, in the proportion of the amount of floor space unfit for occupancy to the total floor space included in the Agreement; provided, however, that if it should reasonably appear that Owner cannot or will not restore or repair the Premises within ninety (90) days from the date of such damage, either Party shall be entitled to terminate the Agreement by giving the other Party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

13. CONDEMNATION

If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the tenancy, the rights and obligations of the Parties shall be determined as follows:

- a. If the Premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking and, provided such action is by a governmental entity other than the County, County shall be entitled to a refund on any rent paid in advance;
- b. If any portion of the Premises is taken by condemnation, and provided such action is by a governmental entity other than the County, the tenancy shall remain in effect, except that:
 - (i) the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the taking; and
 - (ii) County may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

14. ASSIGNMENT

County shall be specifically assigning, but not subleasing its interest, in certain rooms of the Premises to Clients or organizations which work with Clients for set durations to be controlled with separate agreements. County shall make best efforts to obtain waivers of specific rights of the Clients in order to avoid the establishment of a residential tenancy within the Premises by Clients.

15. DEFAULT

The occurrence of any of the following shall constitute a default by County:

- a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to County;
- b. County's abandonment and vacation of the Premises;
- c. Failure to perform any other provision of this agreement if the failure to perform is not cured within a reasonable time after notice has been given of same to County; and
- d. Notices given under this section shall specify the alleged default and the applicable provisions of this agreement and shall demand that County perform the provisions within the applicable period of time, or quit the Premises.

The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the Parties shall have the remedies now or later allowed by law.

16. SIGNS

County may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises without Owner's prior written consent, which consent shall not be unreasonably withheld. On the expiration or termination of this Agreement, Owner may remove and destroy any items which were permitted to be installed in accordance with the terms of this section.

17. OWNER'S ENTRY ON PREMISES

Owner and Owner's authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to County, for any of the following purposes:

- a. To determine whether the Premises are in good condition and whether County is complying with the obligations under this Agreement;
- b. To do any necessary maintenance and to make any restoration to the Premises or the building and other improvements in which the Premises are located that Owner has the right or obligation to perform;
- c. To serve, post, or keep posted any notices required or permitted under this Agreement;
- d. To show the Premises to prospective brokers, agents, buyers, and prospective lessees at any time during the tenancy.

18. SURRENDER

On expiration or other termination of the tenancy, County shall surrender the Premises to Owner in good condition, ordinary wear and tear excepted. County shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. TERMINATION

Either Party may terminate this Agreement for cause upon five (5) days' prior written notice to the other Party. For purposes of this section, "cause" shall be defined as the failure of either Party to remedy any material breach of the Agreement within thirty (30) days' written notice of the breach.

Either Party may terminate this Agreement without cause after the initial term of five (5) years upon prior written notice of ninety (90) days to the other Party.

Notwithstanding the foregoing, the County may not terminate this Agreement unless the Premises, on or before the date of termination, have transferred to the County pursuant to the Transfer Agreement.

20. REDUCTION OF COUNTY'S FUNDING

Owner expressly understands and agrees that County is dependent upon certain Federal and/or State funding to pay the rent provided in this Agreement. If such Federal and/or State funding is discontinued and/or reduced, County shall use its best efforts to identify and obtain any available Federal, State or private funding ("**Alternative Funding**") available for County to continue to make rent payments and assist the Target Population. As part of the Alternative Funding obligations, County shall cooperate with Owner to petition the Department for any amendments to the Standard Agreement necessary that would allow County to continue making its payments (in whole or in part) under this Use Agreement. Such amendments may include, but are not limited to, expanding the scope of the Target Population (and thereby potentially accessing other funding available), and accessing reserve funds held by the Premises. If County is unable to obtain sufficient funding after using its best efforts to obtain Alternative Funding, County and Owner shall reasonably cooperate to identify and determine a method of termination of this Agreement in a manner that will allow the Premises to remain compliant with the Standard Agreement, and to effectuate a transfer of the Premises pursuant to the Transfer Agreement.

21. SUCCESSORS

This Agreement shall be binding on, and inure to the benefit of, the Parties, their successors and assigns except as otherwise limited by this Agreement.

22. NOTICE

Any notice, demand, request, consent, approval or other communication required or permitted under this agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
Attention: Clerk of the Board
1400 W. Lacey Boulevard
Hanford, CA 93230

OWNER: Stardust KTHA, LLC
PO Box 1742
Visalia, CA 93279

If notice is mailed, it shall be deemed communicated four (4) business days from the time of mailing as provided in this section. Payments or refunds shall also be made at the above addresses.

23. WAIVER

The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

24. AUTHORITY

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such Party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

25. COUNTERPARTS

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

26. EXHIBITS

All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

27. INTEGRATION

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

28. NO THIRD PARTY BENEFICIARIES

Unless specifically set forth, the Parties to this Agreement do not intend to provide any third party the benefit of an enforceable legal or equitable right or remedy.

29. GOVERNING LAW

This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and for legal purposes shall be deemed to be performed in Kings County, California.

30. HEADINGS

Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

31. INTERPRETATION

This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

32. ACKNOWLEDGEMENT & RIGHT TO RECORD

Owner and County may record this Agreement by causing their signatures to be acknowledged before a Notary Public and thereafter recording the Agreement with notice to the other Party. Upon the expiration or early termination of this Agreement, either Party may, upon request, execute a document for recordation to terminate this Agreement.

33. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY

This Agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement will continue in full force and effect.

34. COUNTERPARTS

USE AGREEMENT FOR 8595 LACEY BOULEVARD, HANFORD, CA 93230

This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.


**[THIS SPACE LEFT INTENTIONALLY BLANK;
SIGNATURES FOLLOW ON NEXT PAGE]**

USE AGREEMENT FOR 8595 LACEY BOULEVARD, HANFORD, CA 93230

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

OWNER

STARDUST KTHA, LLC,
a California limited liability company

By: 
Machael Smith, Manager

Date: 03/09/2021

COUNTY

COUNTY OF KINGS

By: _____
Craig Pedersen,
Chairman, Board of Supervisors

Date: _____

**ATTEST:
CATHERINE VENTURELLA, CLERK OF THE BOARD**

By: _____
Catherine Venturella,
Clerk of the Board

Approved and Endorsements Received:

APPROVED AS TO FORM:
Lee Burdick, County Counsel

Sande Huddleston, Risk Manager

By: _____
Carrie R. Woolley, Assistant County Counsel

EXHIBIT A

8595 Lacey Boulevard
Hanford, CA

The land described herein is situated in the State of California, County of Kings, unincorporated area, described as follows:

Lots 19 and 20 of EL RANCHO PARK, Kings County Tract No. 117, in the County of Kings, State of California, according to map thereof recorded in Book 4 at Page 100 of Licensed Surveyor Plats.

EXCEPTING THEREFROM one-half of all oil, gas, minerals and mineral rights in, under and upon said land as reserved and excepted by Walter Kelly, et al, in their Deed to Fred W. Abraham, et ux. recorded April 7, 1953 in Book 552 Page 412 of Official Records, as Document No. 3484, and as amended by Quitclaim Deed dated May 20, 1956 and recorded July 12, 1955 in Book 621 at Page 501 of Official Records, as Document No. 6987, wherein Walter Kelly, et al, released and surrendered only the surface rights to the land in said subdivision and for a distance of not more than 200 feet in depth. Said Deed further provides that nothing contained therein shall in any way be construed to prevent, hinder or delay the free and unlimited right to mine, drill, bore, operate and remove from beneath the surface of said land, at any level or levels 200 feet or more below the surface of said land for any purposes of development or removal of all oil, gas, minerals and other hydrocarbons situated therein or thereunder or producible therefrom, together with all water necessary in connection with its drilling or mining operations thereunder.

Lots 21 and 22 of El Rancho Park, Kings County Tract No. 117, in the County of Kings, State of California, according to map thereof recorded in Book 4 at Page 100 of Licensed Surveyor Plats.

EXCEPTING THEREFROM one-half of all oil, gas, minerals and mineral rights in, under and upon said land as reserved and excepted by Walter Kelly, et al, in their Deed to Fred W. Abraham, et ux. recorded April 7, 1953 in Book 552 Page 412 of Official Records, as Document No. 3484, and as amended by Quitclaim Deed dated May 20, 1956 and recorded July 12, 1955 in Book 621 at Page 501 of Official Records, as Document No. 6987, wherein Walter Kelly, et al, released and surrendered only the surface rights to the land in said subdivision and for a distance of not more than 200 feet in depth. Said Deed further provides that nothing contained therein shall in any way be construed to prevent, hinder or delay the free and unlimited right to mine, drill, bore, operate and remove from beneath the surface of said land, at any level or levels 200 feet or more below the surface of said land for any purposes of development or removal of all oil, gas, minerals and other hydrocarbons situated therein or thereunder or producible therefrom, together with all water necessary in connection with its drilling or mining operations thereunder.

APN: 016-052-029-000, 016-052-007-000, and 016-052-008-000

EXHIBIT B

Homekey Budget

PROPERTY TRANSFER AGREEMENT
(8595 Lacey Boulevard, Hanford, CA 93230)

This PROPERTY TRANSFER AGREEMENT (the “**Transfer Agreement**”) is made and entered into as of _____, 2021, by and among STARDUST KTHA, LLC, a California limited liability company (the “**Owner**”), the COUNTY OF KINGS, a political subdivision of the State of California (the “**County**”), and KINGS COMMUNITY ACTION ORGANIZATION, INCORPORATED, a California nonprofit public benefit corporation (“**KCAO**” and, together with the Owner and the County, the “**Parties**”).

Recitals

WHEREAS, the Owner is the owner of record of real property located at 8595 Lacey Boulevard in the City of Hanford, County of Kings, State of California (the “**Real Property**”), which was previously used as a motel known as the “Stardust Motel” and is being renovated into a facility consisting of twenty-two (22) units, one (1) office/lobby area, and a parking area to be known as the “Sunrise Apartments” (the “**Premises**”). A legal description of the Real Property is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, Kings County Human Services Agency, a political subdivision of California (the “**County HSA**”) and Kings/Tulare Continuum of Care on Homelessness, Inc., a California nonprofit public benefit corporation (collectively with the County HSA, the “**Affiliated Parties**”) jointly applied to the State of California’s Homekey Program as administered by the Department of Housing and Community Development (the “**Department**”) for funding to purchase the Premises to rapidly sustain and expand the inventory of housing for people experiencing homelessness or at risk of homelessness and impacted by COVID-19;

WHEREAS, the application submitted by the Affiliated Parties for Homekey funding (“**Homekey Application No. 31**”) was awarded and funded subject to the terms of that certain Standard Agreement with the Department, dated as of December 14, 2020, 20-HK-00031 (the “**Standard Agreement**”);

WHEREAS, Homekey Application No. 31 provides that the Real Property and its improvements are contemplated for temporary use as a housing site for the homeless or persons at risk of homelessness in the County, with a plan to subsequently renovate the units for permanent housing (the “**Permanent Conversion**”);

WHEREAS, the County HSA provides comprehensive wraparound services, including case management services, to those who were formerly or are currently homeless (“**Clients**”), which services include, but are not limited to, securing housing for Clients;

WHEREAS, the County desires to utilize a blend of state, federal, and local programs to use the Premises as one of the locations where the County HSA can house its Clients (the “**County Housing Goals**”);

WHEREAS, the Owner acquired the Real Property and Premises on behalf of the Affiliated Parties to assist with the implementation of the County Housing Goals for the Premises, and assist with the Permanent Conversion;

WHEREAS, the Owner and the County have entered into that certain Use Agreement, dated as of _____, 2021 (the “**Use Agreement**”), pursuant to which County has reserved rooms on the Premises to secure housing for its Clients while providing wraparound services until the transfer of the Property (as defined below) to KCAO or the County (as applicable, the “**Transferee**”) pursuant to the terms of this Transfer Agreement;

WHEREAS, the Parties desire to enter into this Transfer Agreement, to set forth the terms and conditions under which the Premises shall be renovated to Permanent Conversion and, upon completion of such renovation and satisfaction of the conditions set forth herein, to transfer the Real Property, the Premises, and all other improvements, fixtures, and personal property associated with the physical operation of the Premises and owned by the Owner at the time of such transfer (the “**Property**”) to the applicable Transferee pursuant to the terms hereof; and

WHEREAS, the Parties acknowledge and agree that pursuant to the Standard Agreement, the Parties, acting on behalf of the Affiliated Parties, are responsible for the renovation of the Premises to achieve Permanent Conversion and that it is in each Party’s best interest to cooperate in pursuing and obtaining any and all financing options, including grants and loans, that may be available to assist the Permanent Conversion, and to facilitate the transfer of the Property at the earliest possible date;

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

Section 1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Use Agreement.

Section 2. Transfer of Property. Upon the earlier of (a) completion by the Owner of all renovations contemplated by the Standard Agreement (the “**Renovations**”), such that the Premises are considered permanent housing with full kitchens and qualify under HUD Housing Quality Standards (the “**Completion Date**”), or (b) the termination of the Use Agreement in accordance with its terms (the “**Termination Date**”), the Parties agree to effectuate the sale and transfer of the Property from the Owner to the applicable Transferee pursuant to the terms and conditions set forth in this Transfer Agreement. The sale and transfer of the Property shall occur within thirty 30 days following the Completion Date or Termination Date, as applicable (the “**Transfer Date**”).

Section 3. Purchase Price. The purchase price to be paid by the applicable Transferee (the “**Purchase Price**”) upon the sale and transfer of the Property shall be an amount equal to (a) one dollar (\$1.00), plus (b) any unpaid fees, reimbursements, or expenses due to the Owner through the Transfer Date.

Section 4. Transfer Notice; Determination of Transferee. Upon the Completion Date or Termination Date, as applicable, the Owner shall provide written notice to KCAO and the County (the “**Transfer Notice**”) of the occurrence of the Completion Date or Termination Date, and the Owner’s intention to transfer the Property to the applicable Transferee in accordance with the terms of this Transfer Agreement. Upon receipt of the Transfer Notice, KCAO shall determine whether or not KCAO shall accept the transfer of the Property in accordance with the terms of this Transfer Agreement. If KCAO determines to accept the transfer of the Property,

then KCAO shall be the applicable Transferee for purposes of the transfer of the Property in accordance with this Transfer Agreement. If KCAO determines not to accept such transfer, then the County shall be the applicable Transferee for purposes of the transfer of Property in accordance with this Transfer Agreement. Notwithstanding anything to the contrary contained herein, in the event that neither the County nor KCAO agree to act as the Transferee, the Owner may, but is not obligated to, sell the Property pursuant to a market sale to a third party. Proceeds of the sale will be used first to pay any costs of sale, then to any unpaid fees, reimbursements, or expenses due to the Owner, and any remaining proceeds will be returned to the Department, if applicable.

Section 5. Contract and Closing. On or before the Transfer Date, the Owner and the applicable Transferee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Transfer Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing not later than the Transfer Date (“**Closing Date**”), which Closing Date is subject to extension upon the mutual agreement of the Owner and the applicable Transferee. In the absence of any such contract, this Agreement shall be specifically enforceable upon the delivery of the Transfer Notice.

Section 6. Termination. This Transfer Agreement shall automatically terminate upon the transfer of the Property to the applicable Transferee in accordance with the terms hereof.

Section 7. Notices. Except as otherwise specifically provided herein, all notices, demands, or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier, facsimile transmission, or email, acknowledgment of receipt requested, or (iv) on the day delivered personally, in each case, to the Parties at their respective addresses set forth below:

If to the County: County of Kings
Board of Supervisors
Attention: Catherine Venturella, Clerk of the Board
1400 W. Lacey Boulevard
Hanford, CA 93230
Phone: (559) 852-2362
Fax: (559) 585-8047
Email: Catherine.Venturella@co.kings.ca.us

If to KCAO: Kings Community Action Organization, Incorporated
Attention: Executive Director
1130 N. 11th Avenue
Hanford, CA 93230
Phone: (559) 582-4386
Fax: (559) ____ - ____
Email: _____

If to the Owner: Stardust KTHA, LLC

Attention: Machael Smith, Manager
PO Box 1742
Visalia, CA 93279
Phone: (559) 738-8733
Fax: (559) ____ - ____
Email: msmith@kthomelessalliance.org

Section 8. Severability of Provisions. Each provision of this Transfer Agreement shall be considered severable and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Transfer Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Transfer Agreement that are valid.

Section 9. Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and assignees of the respective Parties hereto, except in each case as expressly provided to the contrary in this Transfer Agreement.

Section 10. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties have not signed the original or the same counterpart.

Section 11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.

Section 12. Headings. All headings in this Transfer Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 13. Amendments. This Transfer Agreement shall not be amended except by written agreement between all Parties hereto.

Section 14. Time. Time is of the essence with respect to this Transfer Agreement, and all provisions relating thereto shall be so construed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Transfer Agreement as of the date first set forth hereinabove.

OWNER

STARDUST KTHA, LLC,
a California limited liability company

By:  _____
Michael Smith, Manager

KCAO

KINGS COMMUNITY ACTION ORGANIZATION, INCORPORATED,
a California nonprofit public benefit corporation

By: _____
Jeff Garner, Executive Director

COUNTY

COUNTY OF KINGS

By: _____
Craig Pedersen,
Chairman, Board of Supervisors

ATTEST:

CLERK OF THE BOARD

By: _____
Catherine Venturella,
Clerk of the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Carrie R. Woolley, Assistant County Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Kings, unincorporated area, described as follows:

Lots 19 and 20 of EL RANCHO PARK, Kings County Tract No. 117, in the County of Kings, State of California, according to map thereof recorded in Book 4 at Page 100 of Licensed Surveyor Plats.

EXCEPTING THEREFROM one-half of all oil, gas, minerals and mineral rights in, under and upon said land as reserved and excepted by Walter Kelly, et al, in their Deed to Fred W. Abraham, et ux. recorded April 7, 1953 in Book 552 Page 412 of Official Records, as Document No. 3484, and as amended by Quitclaim Deed dated May 20, 1956 and recorded July 12, 1955 in Book 621 at Page 501 of Official Records, as Document No. 6987, wherein Walter Kelly, et al, released and surrendered only the surface rights to the land in said subdivision and for a distance of not more than 200 feet in depth. Said Deed further provides that nothing contained therein shall in any way be construed to prevent, hinder or delay the free and unlimited right to mine, drill, bore, operate and remove from beneath the surface of said land, at any level or levels 200 feet or more below the surface of said land for any purposes of development or removal of all oil, gas, minerals and other hydrocarbons situated therein or thereunder or producible therefrom, together with all water necessary in connection with its drilling or mining operations thereunder.

Lots 21 and 22 of El Rancho Park, Kings County Tract No. 117, in the County of Kings, State of California, according to map thereof recorded in Book 4 at Page 100 of Licensed Surveyor Plats.

EXCEPTING THEREFROM one-half of all oil, gas, minerals and mineral rights in, under and upon said land as reserved and excepted by Walter Kelly, et al, in their Deed to Fred W. Abraham, et ux. recorded April 7, 1953 in Book 552 Page 412 of Official Records, as Document No. 3484, and as amended by Quitclaim Deed dated May 20, 1956 and recorded July 12, 1955 in Book 621 at Page 501 of Official Records, as Document No. 6987, wherein Walter Kelly, et al, released and surrendered only the surface rights to the land in said subdivision and for a distance of not more than 200 feet in depth. Said Deed further provides that nothing contained therein shall in any way be construed to prevent, hinder or delay the free and unlimited right to mine, drill, bore, operate and remove from beneath the surface of said land, at any level or levels 200 feet or more below the surface of said land for any purposes of development or removal of all oil, gas, minerals and other hydrocarbons situated therein or thereunder or producible therefrom, together with all water necessary in connection with its drilling or mining operations thereunder.

APN: 016-052-029-000, 016-052-007-000, and 016-052-008-000

Appendix D– Legislative Updates

Assembly Bill 71

Bring California Home Act

Assemblywoman Luz Rivas

SUMMARY

Our state is facing an unprecedented homelessness crisis that has the potential of becoming a full-blown catastrophe due to the economic impacts of COVID-19 on low wage earners. Despite being the fifth largest economy in the world, one in four Americans experiencing homelessness reside in California. AB 71 delivers a comprehensive plan to address homelessness by investing, for the first time ever, dedicated annual state funding to our local governments; and, implements accountability and transparency measures to ensure every dollar is used effectively.

BACKGROUND

According to a recent poll conducted by the Public Policy Institute of California, Californians have resoundingly identified homelessness as one of the most pressing issues facing our state.¹

However, California has historically financed very few homelessness programs with ongoing funding. Only in recent years has California increased investment to large cities, homeless continuums of care, and counties to combat homelessness. In 2018, the Legislature appropriated \$500 million in the Homeless Emergency Assistance Program for shelters and services. In 2019, the Legislature invested \$650 million into the Homeless Housing Assistance Program, and another \$300 million in 2020. While these one-time allocations helped local governments house thousands of Californians, they do not address the full scope of the issues facing people experiencing homelessness.

In response to COVID-19, the state and Governor invested millions of one-time federal CARES Act funding to implement Project Roomkey and Project Homekey with the intent of sheltering homeless individuals who are most at risk to contracting the virus. Project Roomkey reached 22,000 households. Los Angeles alone identified 15,000 eligible individuals, but were only able to secure roughly 3,600 hotel rooms. Project Homekey, which relied on federal dollars is expiring at the end of the year, and will offer a little over 6,000 interim or permanent housing units.

PROBLEM

California is home to the largest homeless population in the country.

¹ <https://www.ppic.org/publication/ppic-statewide-survey-californians-and-their-government-january-2020/>

² https://www.hud.gov/press/press_releases_media_advisories/HUD_No_19_177

³ <https://abc7.com/los-angeles-homeless-crisis-h-homelessness-during-coronavirus-covid-19-and-6305357/#?text=Meantime%2C%20a%20Columbia%20University%20study.150%2C000%20to%20more%20than%20180%2C000>

Over 151,000 of our residents, including children, are unhoused on any given night and two to three times that number experience homelessness in any given year. Thousands more are on the brink of homelessness.

Prior to the pandemic, California was already seeing a growth in homelessness because of the sharp increases in housing costs that are outpacing any increases in wages. Between 2018 and 2019, California's homeless population increased by nearly 17%.² Researchers believe California could experience another 20% increase in homelessness because of this pandemic.³

Furthermore, our current approach to homelessness does not address the specific needs of certain communities. African American, Native American, and LGBTQ+ communities show alarmingly higher rates of homelessness. African Americans, who represent about 6.5% of Californians, account for nearly 40% of the state's homeless population. Additionally, it is well known those figures do not fully represent the amount of homeless youth in the state.

The state has not been able to make the necessary strides to tackle homelessness because local governments live in fear of being left on the hook of having to fund the programs. At the same time, our local and state governments are not held accountable for the program's effectiveness. With a reliable source of revenue, local governments will have the structure and confidence they need to implement response plans and programs that combat homelessness.

SOLUTION

AB 71 will reform the state's response to homelessness by restructuring the state's role in preventing and solving homelessness. By conforming to federal tax law to close corporate tax loopholes and restoring historic corporate tax rates on corporations with \$5 million or more in profits, this legislation will generate \$2.4 billion of state funding for long-term solutions to homelessness. These funds will go to local governments so they can invest in housing solutions that take into account a community's unique needs, whether urban or rural. Moreover, AB 71 offers a comprehensive approach to creating a state strategy, promoting best practices among local jurisdictions, and holding local governments accountable for how the money is spent. Solving California's homelessness crisis begins with AB 71.

CONTACT

Elissa Ouchida, Legislative Director
916-319-2039 | Elissa.Ouchida@asm.ca.gov

SUPPORT

The Bring California Home Coalition (Sponsors):

Corporation for Supportive Housing
Housing California
City of Los Angeles, Mayor Eric Garcetti
City of Oakland, Mayor Libby Schaaf
All Home
Brilliant Corners
Episcopal Community Services-San Francisco
HOPICS
John Burton Advocates for Youth
Los Angeles County Board of Supervisors
Los Angeles Homeless Services Authority (LAHSA)
National Alliance to End Homelessness
Non-Profit Housing Assn. of Northern California (NPH)
Steinberg Institute
United Way of Greater Los Angeles
Abode Services
Abundant Housing LA
Alameda County Board of Supervisors
American Family Housing
ASCENCIA
Bay Area Community Services
Bill Wilson Center
California Alliance for Retired Americans
California Alliance of Child and Family Services
California Association of Student Councils
California Coalition for Rural Housing
CA Council of Community Behavioral Health Agencies
California Housing Partnership Corporation
California Partnership to End Domestic Violence
California Reinvestment Coalition
California Youth Connection
Casa De Amparo
Cerritos Community College
City of Alameda
City of West Sacramento
Children Now
Clare | Matrix
Coalition on Homelessness, San Francisco
Community Economics, Inc.
Communities United for Restorative Youth Justice
David & Margaret Youth and Family Services
Downtown Women's Center
EAH Housing
East Bay Housing Organizations
Edgewood Center for Children and Families
Empowering Pacific Islander Communities (EPIC)
Encompass Community Services
First Place for Youth
First to Serve Inc.
Five Keys Schools and Programs
Fred Finch Youth Center
Funders Together to End Homelessness in San Diego

Glendale Youth Alliance Inc.
GLIDE
Good Shepherd Center
Habitat for Humanity Greater San Francisco
Hathaway-Sycamores
Hope Solutions
HUB for Urban Initiatives
Imperial Community College District
Justice in Aging
LA Family Housing
Larkin Street Youth Services
Los Angeles LGBT Center
Los Angeles Regional Reentry Partnership (LARRP)
LYRIC
Mental Health America of Los Angeles
Midpen Housing Corporation
Multi-faith Action Coalition
Move LA, A Project of Community Partners
National Center for Youth Law
National Institute for Criminal Justice Reform
National Organization for Women, Hollywood Chapter
New Alternatives
Non-Profit Housing Assn. of Northern California
Norco College
Northeast Valley Health Corporation
Olive Crest
Pasadena City College NextUp
PATH
Reedley College
Rio Hondo College
Sacramento State Guardian Scholars
Safe Place for Youth
San Francisco Housing Accelerator Fund
San Gabriel Valley Consortium on Homelessness
Sierra Nevada Connections
Skid Row Housing Trust
Southern California Assn. of Non-Profit Housing
Southwest California Legislative Council
Stopping Pressure on Teens (SPOT)
St. Joseph Center
Tenderloin Housing Clinic
The Echo Chamber
The People Concern
TLC Child and Family Services
United Friends of the Children
Urban Initiatives
Voices Youth Centers
West Valley College
Women's Empowerment
Youth Alliance





Assembly Bill 71: A Historic Statewide Solution to Homelessness

Homelessness is the defining issue of our time in California — a crisis that has only worsened as a result of COVID-19. Today, hundreds of thousands of Californians are experiencing homelessness or are on the brink. This includes 269,000 school children —who could fill Dodger Stadium five times over. **We are in desperate need of an ambitious, long-term statewide solution to homelessness.**



An Inconsistent History

California has addressed homelessness sporadically, with one-off programs meant to address immediate concerns. Some, such as Project Roomkey, have been more successful than others — but none have made significant progress. The state's response to our crisis has never exceeded more than .5% of the state's total budget, despite polling showing that combatting homelessness has been voters' top priority for the last few years.

and establishing a permanent, ongoing source of funding to support housing and services across the state. It contains strict accountability measures — such as rewarding local governments who are hitting aggressive goals, enacting regular public reporting, and strengthening data collection at the local level — so the resources are being spent wisely. AB 71 also creates new innovative programs to eliminate racial bias, ensure youth and survivors of domestic violence have access to better care, and enhance coordination and collaboration between the state and local governments and among state and local agencies.

Corporate profits have skyrocketed by billions during COVID-19 — while more than 60% of Californians believe their children will be worse off than they are, and hundreds of thousands of Californians face homelessness. **That's wrong.**

Assembly Bill 71

Introduced by Assemblymember Luz Rivas, **AB 71** is a fundamental reimagining of how California fights our homelessness epidemic, centralizing state programs, demanding measurable results,

We can reverse the cycle of homelessness in part by restoring the 1980 California corporate tax rate on multimillion-dollar companies, and by closing loopholes that allow them to shift their profits overseas. This would establish a \$2.4 billion annual investment that, combined with local and federal funding, can drastically reduce homelessness in our state.





What would this historic investment mean?

With this new funding – which comes at no cost to the individuals and has strict accountability measures – we could:

- » Help prevent **28,000 people** from becoming homeless by creating new affordable apartments, or providing rental assistance
- » Help close to **25,000 individuals and families** access a safe place to shelter while they find permanent housing
- » Allow about **43,000 people** to exit homelessness by moving into permanent housing through rental housing and capital development, and for about **22,000 households** to connect to family and friends to exit homelessness
- » Provide housing navigation, case management and employment support to about **50,000 people** so they can thrive in long-term housing.

DID YOU KNOW?

- In January 2019, an estimated 151,278 people experienced homelessness in California at a single point in time – a 17-percent increase since 2018.
- While only 6.5% of Californians identify as Black or African-American, almost 40% of the state’s homeless population is African-American.
- Indigenous populations are over six times more likely to experience homelessness than the general population.
- Latinx Californians are least likely to access housing and services available in their communities.

The Bring California Home Coalition

AB 71 is supported by the Bring California Home Coalition, a wide array of homelessness advocates, and affordable housing and homelessness organizations from all over the state – the largest and most diverse coalition behind a statewide homelessness bill ever. Our coalition includes:



*For a full list of our endorsers, visit our website.



We need your help to raise your voice and demand a permanent solution to homelessness by passing AB 71!

Join our email list by visiting bringcahome.org | Follow us on social media:   @bringcahome