



BOARD OF SUPERVISORS

Buck Condit, District 1
Vito Chiesa, District 2
Terry Withrow, District 3
Mani Grewal, District 4
Chance Condit, District 5

1010 10th Street
Modesto, CA 95354
Phone: 209-525-4494 Fax 209-525-4420

AGENDA

April 30, 2024

9:00 AM

Chambers - Basement Level

1010 10th Street

Modesto, CA 95354

www.stancounty.com/board/index.shtm

The Board of Supervisors welcomes you to its meetings which are regularly held each Tuesday, and your interest is encouraged and appreciated.

PUBLIC COMMENT PERIOD: Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period shall be permitted to be heard once for up to 5 minutes unless the Chairperson of the Board sets a different time limit. Please complete a Public Comment Form and give it to the Clerk of the Board. If you would like to provide a written comment, please email your comment to the Clerk of the Board at cobsupport@stancounty.com by 4:00 p.m. on Monday, the day before the meeting, and include the Agenda Item Number or Public Comment Period in the subject line of the email. Your written comment will be distributed to the Board of Supervisors and kept on file as part of the official record of the Board meeting.

The agenda is divided into two sections:

CONSENT ITEMS: These matters include routine financial and administrative actions. All consent items will be voted on as a single action at the beginning of the meeting under the section titled "Consent Items" without discussion. If you wish to discuss a consent item, please notify the Clerk of the Board prior to the beginning of the meeting or you may speak about the item during Public Comment Period.

DISCUSSION ITEMS: These items will be individually discussed.

CLOSED SESSION: Is the portion of the meeting conducted in private without the attendance of the public or press to discuss certain confidential matters specifically permitted by the Brown Act. The public will be provided an opportunity to comment on any matter to be considered in closed session prior to the Board adjourning into closed session.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Please raise your hand or step to the podium at the time the item is announced by the Board Chairperson. In order that interested parties have an opportunity to speak, any person addressing the Board will be limited to a maximum of 5 minutes unless the Chairperson of the Board sets a different time limit.

BOARD AGENDAS AND MINUTES: Board agendas, Minutes, and copies of items to be considered by the Board of Supervisors are typically posted on the Internet on Friday afternoons preceding a Tuesday meeting at the following website: www.stancounty.com/bos/agenda-minutes.shtm.

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Clerk's office at 1010 10th Street, Suite 6700, Modesto, CA during normal business hours. Such documents are also available online, subject to staff's ability to post the documents before the meeting, at the following website www.stancounty.com/bos/agenda-minutes.shtm.

AUDIO/VIDEO BROADCAST: All Board meetings are normally broadcast live and replayed on local cable television. A list of cable channels and broadcast times are available at the following website: www.stancounty.com/board/broadcasting-schedule.shtm. In addition, a live audio/video broadcast of this meeting can be heard/seen online at: www.stancounty.com/bos/board-video.shtm or at <http://stancounty.com/bos/youtube>.

NOTICE REGARDING NON-ENGLISH SPEAKERS: Board of Supervisors meetings are conducted in English. Language assistance request should be made by noon the day before the meeting by contacting the Clerk at 209-525-4494.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (209) 525-4494. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting.

1. Pledge Allegiance to the Flag
2. Invocation
3. Presentation: Employee Service Awards:
 - Honored for Twenty-Five Years of Service:**
 - Rosa Lopez - Community Services Agency
 - Monica Avina - Behavioral Health and Recovery Services
 - Honored for Thirty Years of Service:**
 - Katherine Lindsey - Community Services Agency
 - Jasbir Dhani - Behavioral Health and Recovery Services
4. Public Comment Period
5. Consent Calendar
 - A. Miscellaneous
 1. Approval of the Minutes for April 23, 2024
 2. Approval to Proclaim the Month of May 2024 as Older Americans Month in Stanislaus County
 3. Approval to Proclaim the Month of May 2024 as CalFresh Awareness Month in Stanislaus County
 4. Approval to Proclaim the Month of May 2024 as Foster Care Awareness Month in Stanislaus County
 - B. Chief Executive Office
 1. Approval of an Agreement with Center for Human Services for Substance Abuse Disorder Services Retroactive to January 1, 2024, in the Amount of \$516,104 for the Period of January 1, 2024, Through September 30, 2026 – Behavioral Health & Recovery Services
 2. Approval of the Agreements for the Sheriff to Retire Two Canines from the Sheriff's Canine Unit – Sheriff
 3. Approval to Amend the Agreement with Turning Point Community Programs for Housing Assessment Team Services in the Amount of \$555,360 for the Term of July 1, 2024 Through June 30, 2025 – Community Services Agency
 4. Approval to Authorize a Change in the Methodology to Calculate County General Fund Contributions of Local Match, Related to Public Safety Sales Tax (Proposition 172) Distributions, to Fire Districts Negatively Impacted by the Educational Revenue Augmentation Fund Shift – Chief Executive Office
 5. Approval for the Sheriff to Accept a Retroactive Grant from the California Office of Emergency Services for the Law Enforcement Specialized Units Programs for Calendar Year 2024 – Sheriff
 6. Approval to Initiate the Bonita Pool Improvement Project in the Community of Crows Landing, Establish an Initial Project Budget of \$3,060,000, Funded by a State of California Grant, and Related Matters – General Services Agency

7. Approval to Negotiate and Execute an Agreement with DignityMoves for Construction Project Management for the Dignity Village Modesto Interim Housing Complex in an Amount Not to Exceed \$3,023,037 Retroactive to April 1, 2024 through March 31, 2025 – Behavioral Health & Recovery Services
8. Approval of Retroactive Amendment 1 to a Master Services Agreement Between CoreLogic Solutions, LLC for the Integration of Marshal and Swift Commercial Data from September 1, 2023 to August 31, 2026 – Assessor
9. Acceptance of the Stanislaus County Treasury Pool Investment Fund Audit for the Year Ending June 30, 2023 – Treasurer / Tax Collector
10. Approval to Apply for, Enter Into and Sign Agreements for the Farm and Ranch Solid Waste Cleanup and Abatement Grant – Environmental Resources
11. Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1376 Amending Stanislaus County Code Title 9 to Add Chapter 9.96 to Authorize the County of Stanislaus to Join the San Joaquin County Health Commission – Chief Executive Office

C. Department of Public Works

1. Approval to Adopt Plans and Specifications for the North County Corridor Demolition for Utilities and Access Improvements Project and Award the Construction Contract to George Reed, Inc.
2. Approval of an Update in Accordance with Public Contract Code Section 22050 for the Emergency Repairs to Crows Landing Community Services District's Well No. 4 Replacement Project

D. Department of Planning and Community Development

1. Approval to Set a Public Hearing on May 14, 2024, at the 9:00 A.M. Meeting, to Consider the Planning Commission's Recommendation for Development Agreement Application No. PLN2023-0161-Irish City Farms, a Request to Adopt a New Development Agreement for Use Permit Number PLN2018-0162, a Previously Permitted Commercial Cannabis Operation, Located at 304 Motor City Court, Between Detroit Lane and McHenry Avenue, in the Modesto Area and Find the Request Exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines 15061, Assessor Parcel Number 046-008-018

E. County Counsel

6. Public Hearings

1. Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees for the Agricultural Commissioner and Chapter 4.36 of the Stanislaus County Code – Agricultural Commissioner
2. Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees for Building Permit Services – Planning and Community Development
3. Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees for Planning Services – Planning and Community Development

4. Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees for the Department of Public Works – Public Works
5. Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees Collected by the Treasurer-Tax Collector Department – Treasurer / Tax Collector
6. Approval to Close a 30-Day Review Period, Conduct a Public Hearing to Consider Approval of the Fiscal Year 2024-2025 Annual Action Plan for the U.S. Department of Housing and Urban Development Entitlement Programs and File a Notice of Exemption – Planning and Community Development
7. Discussion Items
8. Correspondence
 1. This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water system exceeding the notification levels.
(Recommendation: Refer to the Department of Environmental Resources.)
 2. This Board has received the following claims: Alejandro Ramirez Hernandez; Irina Palaszeki and the Estate of Yuriy Gabuz; Rob Veneman; Gustavo Perez; Jude Rand; Gisella Mora; Fabian Gonzalez; Kayla Rivas; and, Ryan Brady (amended).
(Recommendation: Acknowledge receipt of claims and refer to the Office of County Counsel.)
9. Board of Supervisors' Reports
10. Legislative, Fiscal and Management Report - Chief Executive Officer
11. Announcements:
Stanislaus County Board of Supervisors' Workshop
Tuesday, May 7, 2024 at 9:00 a.m.
Modesto Centre Plaza – Lower Level
1000 L St., Modesto, CA 95354
12. Adjournment
13. Closed Session: Conference with Legal Counsel – Existing litigation: Pursuant to Government Code Section 54956.9 (d)(1). One case: Tony Singh v. Joshua Clayton, County of Stanislaus, et. al. Stanislaus County Superior Court, Case No. CV-22-004457.

THE BOARD OF SUPERVISORS
OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Regular Session
All Supervisors Present
Pledge of Allegiance to the Flag

Tuesday

April 23, 2024

Invocation was given by Pastor Michael Douglass with Advancing Vibrant Communities.

Sarah Dentan gave a presentation on Library Week in Stanislaus County.

Sheriff Jeff Dirkse and Sergeant Osmonson provided an update on the Stanislaus County Sheriff's Office Special Victims/Human Trafficking Unit.

Milt Trieweiler shared concerns regarding Stanislaus County farmland being used for housing.

Martha Martin voiced concerns regarding the CA Department of Motor Vehicles (DMV).

Nirmal Basi shared concerns regarding the CA Department of Motor Vehicles (DMV).

Daniel Wendall shared he participates with the Mental Health Board and is interested in sitting on this Board. He also shared he would like to go to school to learn how to write grants. He also wants to partner with non-profits and local businesses and help encourage write-offs to benefit the community.

Ron McMurtry shared that the library now offers a service that allows customers to request books not in the County Libraries.

Emerson Drake voiced concerns regarding groundwater including the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency, a letter the City of Modesto received from a lobbyist concerning water, pumping water from beside the river, and groundwater pumping practices. He also shared concerns regarding the Chairman visiting a City of Modesto committee meeting.

C. Condit/B. Condit unan. Adopted the consent calendar

5.A.1 Approved the minutes of 04/16/2024

5.A.2 Appointed Donovan Efrain Torres to the Salida Municipal Advisory Council

5.A.3 Accepted the resignation of Kimberly Stokes from the Stanislaus County Hazardous Waste Management Advisory Committee

5.A.4 Declared a vacancy on the Tuolumne River Regional Park Citizens Advisory Committee

5.A.5 Approved a commendation for Niamh Seavy, M.D., FACS, upon receiving the John Darroch Memorial Award, as the Outstanding Physician for 2024, from the Stanislaus Medical Society

5.B.1 Proclaimed May 2024 as Behavioral Health Awareness Month in Stanislaus County – BHRS

5.B.2 Approved the Stanislaus County Job Order Contracting program Year-Four Bid Package and authorized the GSA Director/Purchasing Agent or designee to issue a Notice Inviting Bids

Communication: Approval of the Minutes for April 23, 2024 (Miscellaneous)

to prospective bidders; authorized the GSA Director/Purchasing Agent to set a bid due date of 05/22/2024, and adjust the date as necessary for the following Job Order Contracts: (a) General Engineering Contractors, Class A-License; (b) General Building Contractors, Class B-License; (c) Mechanical Contractors (HVAC/Plumbing), C-20-License and C-36; (d) Roofing Contractors, C-39-License; directed staff to return to the Board to recommend award of contracts for these services; and, approved adding additional projects to the Job Order Contract program – GSA

- 5.B.3** Approved a not-to-exceed \$150,000 increase to the Work Authorization with Hellmuth, Obata, and Kassabaum Inc., to design a temporary courtroom space and Americans with Disabilities Act improvements related to the Juvenile Justice Courtroom Project; approved an increase of \$275,000 to the GSA’s Juvenile Justice Courtroom Improvement Capital Project budget; and, authorized the Auditor-Controller to increase the associated appropriations and operating transfers, as detailed in the budget journal, attached to the agenda item – GSA
- 5.B.4** Approved the Area Agency on Aging’s Four-Year 2024–2028 Area Plan; and, authorized the Chairman to sign the Transmittal Letter to the California Department of Aging – Aging and Veterans
- 5.B.5** Approved the agreement with Gartner, Inc., in the amount of \$247,270 for Information Technology Services through the Gartner Executive Program; authorized the GSA/Purchasing Agent to enter into an agreement with Gartner, Inc., for Information Technology Consulting Services and to sign any necessary documents; and, authorized the GSA/Purchasing Agent to execute any amendments and extensions, subject to budget availability and in accordance with purchasing policy – ITC
- 5.B.6** Approved to retroactively enter into a Contract Employee Agreement with Odilia Carter to provide Conflict Attorney Panel (CAP) Administration services for the period of 07/01/2023, through 02/14/2024; and, authorized the Public Defender, or designee, to sign the Contract Employee Agreement with Odilia Carter for CAP Administration services for the period of 07/01/2023, through 02/14/2024 – Public Defender
- 5.B.7** Authorized the Registrar of Voters to enter into an agreement with the California Secretary of State for Help America Vote Act (HAVA) federal reimbursement funds provided by the U.S. Election Assistance Commission for expenses associated with the improvement of the administration of elections up to a maximum amount of \$168,000 for the period of 02/01/2024, through 06/30/2025; authorized the Registrar of Voters to negotiate, award, and execute all corresponding contracts with vendors in connection with HAVA-related activity up to a maximum amount of \$168,000; authorized the Registrar of Voters to expend funds and seek reimbursement from the California Secretary of State; and, authorized the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$168,000, as detailed in the budget journal, attached to the agenda item – Elections
- 5.B.8** Authorized the CSA Director, or designee, to accept the Kaiser Permanente Health Needs Grant in the amount of \$200,000 retroactively for the term of 03/01/2024, through 02/28/2026; authorized the CSA Director, or designee, to accept the Sutter Valley Hospital Community Investment Grant in the amount of \$100,000 retroactively for the term of 03/20/2024, through 12/31/2024; and, authorized the CSA Director, or designee, to sign and execute related agreements required for implementation of the Kaiser Permanente Health Needs Grant and the Sutter Valley Hospital Community Investment Grant activities, and any subsequent amendments, modifications, and/or extensions to the grant agreements – CSA
- 5.C.1** Approved an emergency update in accordance with California Public Contract Code Section 22050 for emergency repairs to Crows Landing Community Services District’s Well No. 4

Replacement Project; and, affirmed the emergency declaration remains necessary and authorized staff to proceed with needed repairs to Crows Landing Community Services District's Well No. 4 Replacement – PW

Chiesa/B. Condit (2-2) (Withrow and C. Condit opposed) (Grewal recused) **6.1** After conducting the public hearing pursuant to Government Code Section 6586.5, the motion **failed** to adopt the resolution approving the financing by the Stanislaus Council of Governments for the acquisition of Public Capital Improvements and related actions, due to a lack of a majority vote – CEO

Corr 1 Acknowledged receipt of letter, received from Reclamation District 2063 regarding the resignation of Armelin De Sousa and the appointment of George Sousa to their Board of Directors.

Corr 2 Referred to the Department of Workforce Development, a Worker Adjustment and Retraining Notification (WARN) letter from Stanislaus Surgical Hospital regarding the layoff of employees at their facility located at 1421 Oakdale Rd., Modesto.

Corr 3 Acknowledged receipt of claims and referred to the Office of County Counsel the following claims: Herlinda Amelia Villaseñor; Vincent Benham; Eduardo Calderon; X.P., by and through his parents and legal guardians, Theresa Zamora and Eduardo Calderon; Theresa Zamora; Joseph Fred Barela Jr. (duplicate); Kevin Hara; and, Julio Rey Leon Sanchez.

Representative Gavin Cline from Congressman Duarte's Office provided an update on the activities happening in the 13th Congressional District.

Representative Jacob Faulder, from Senator Marie Alvarado-Gil's office, provided an update on the activities happening in the 4th Senate District.

CEO Hayes reported the Governor and Legislature announced an Early Action Agreement on the budget deficit. He noted County staff are working to determine the impacts at the local level. Staff has identified a \$150,000 a year reduction related to the Community Corrections Partnership. The Department of Finance sent a letter to the Joint Legislative Budget Committee of the Governor's Office intent to begin suspending future expenditures of various one-time appropriations which is a concern for all counties in the State. The CEO also noted that yesterday Governor Newsom and First Partner Jennifer Siebel Newsom celebrated Earth Day here, in Stanislaus County, at Dos Rios Ranch Park, which is the new state park here that will be opening shortly.

Supervisor C. Condit shared he attended the dedication of Dos Rios Ranch Park yesterday in celebration of Earth Day. He also extended a thank you to Governor Newsom and the First Partner for attending.

Chairman Grewal shared that he, along with Supervisor C. Condit, attended the California State Association of Counties (CSAC) Legislative Conference last week in Sacramento. He also shared Assistant Executive Officer Tina Rocha and Senior Management Consultant Damian Martinez were also in attendance.

Chairman Grewal announced the State of the County Address this Thursday, 04/25/2024, at 5:30 p.m., at the Stanislaus County Modesto Library, 1500 I Street, Modesto, CA.

Prior to adjourning into Closed Session an opportunity was given to the public to address matters listed under Closed Session.

Adjourned to closed session at 11:33 a.m.

13. Conferenced with Legal Counsel – Existing litigation: Pursuant to Government Code Section 54956.9 (d)(1). One case: Beard, et al. v. County of Stanislaus, et al. U.S. District Court Eastern District, Case No. 1:21-cv-00841-JAM-CSK. No reportable action taken.

Adjourned at 11:50 a.m.

ATTESTED: ELIZABETH A. KING, Clerk
of the Board of Supervisors
of the County of Stanislaus
State of California

BY: KELLY RODRIGUEZ, Assistant Clerk of the Board of Supervisors
(The above is a summary of the minutes of the Board of Supervisors. Complete minutes are available from the Clerk of the Board's Office.)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Aging and Veteran Services

BOARD AGENDA:5.A.2
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Proclaim the Month of May 2024 as Older Americans Month in Stanislaus County

STAFF RECOMMENDATION:

1. Proclaim May 2024 as Older Americans Month in Stanislaus County.

DISCUSSION:

When Older Americans Month was established in 1963, only 17 million living Americans had reached their 65th birthday. About a third of older Americans lived in poverty and there were few programs to meet their needs. Interest in older Americans and their concerns grew. In April 1963 President John F. Kennedy met with members of the National Council of Senior Citizens and ultimately designated May as "Senior Citizens Month," the prelude to "Older Americans Month." Historically, Older Americans Month has been a time to acknowledge the contributions of past and current older persons in our country, in particular those who defended our country. Every President since Kennedy has issued a formal proclamation during or before the month of May asking the entire nation to pay tribute in some way to older persons in their communities.

The 2024 theme, **Powered by Connection**, recognizes the profound impact meaningful relationships and social connections have on the health and well-being of Older Americans. Connectedness plays a vital and supporting role in independence and aging in place by combatting isolation, loneliness, and other health and social issues. The Aging and Veterans Services department, as the local Area Agency on Aging, provides many programs empowering the connection between older adults and their peers. Programs that are Powered by Connection include Project Hope, which provides emotional support and social visits, the Family Caregiver Support Program, the Friendly Visitor Program, and PEARLS (Program to Encourage Active, Rewarding Lives).

It is recommended that the Board of Supervisors proclaim the month of May "Older Americans Month" acknowledging the contributions of older persons in Stanislaus County. In the spirit of this acknowledgement, the Board of Supervisors will recognize the achievements of five Stanislaus County older adults, based on the recommendations provided by the Senior Awards Committee, and present them at the May 21, 2024, Stanislaus County Board of Supervisor's meeting. This honor has been a tradition for the Aging and Veterans Department since 1982.

POLICY ISSUE:

The President of the United States has proclaimed the month of May as “Older Americans Month.”

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Boards’ priority of *Supporting a Healthy Community* by promoting community awareness of the many contributions of older persons in Stanislaus County.

STAFFING IMPACT:

There is no staff impact with this request.

CONTACT PERSON:

Margie Palomino
Director, Department of Aging and Veterans Services

209-525-4601

ATTACHMENT(S):

1. Proclamation

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date:

THE FOLLOWING RESOLUTION WAS ADOPTED:

Attachment: Proclamation (Proclaim May 2024 as Older Americans Month)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Community Services Agency

BOARD AGENDA:5.A.3
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Proclaim the Month of May 2024 as CalFresh Awareness Month in Stanislaus County

STAFF RECOMMENDATION:

1. Proclaim the month of May 2024 as CalFresh Awareness Month in Stanislaus County.

DISCUSSION:

The foundation for the Food Stamp Program, also known as “SNAP,” Supplemental Nutrition Assistance Program, was first built in 1933 as part of the Agricultural Adjustment Act (AAA). In 1964, the Food Stamp Act was passed. This initiative aimed to achieve a more effective use of agricultural overproduction, improve nutrition levels among individuals with low incomes, and strengthen the agricultural economy. The Federal government funded the program and licensed retailers, while the states authorized applications for food stamps and distributed the benefits. Major revisions to the program were made in the Food Stamp Reform Act of 1977, which was meant to act as a safety net against hunger for Americans with low income. It included the elimination of the requirement that participants purchase the stamps, the establishment of uniform national standards of eligibility, the expansion of the program to minority communities, and more federal support for the implementation of the program at the state level.

In 1981, nutrition education, now termed SNAP-Education (SNAP-ED) in the Food Stamp Program, was established as an optional program for the states. By 2004, nutrition education was provided in all 50 states. In the late 1990s, the electronic benefit transfer (EBT) card was introduced. This was part of the program’s goal to streamline administration, with the added benefits of reducing the stigma some individuals felt when using the old stamps while at the same time reducing fraud and ensuring ease of use. In 2019, California’s SNAP program (referred to as CalFresh in California) expanded to include elderly and disabled individuals receiving Supplemental Security Income and State Supplementary Payments (SSI/SSP). Today, the SNAP program serves more than 41 million Americans on an average month. SNAP is a critical safety net program and has the potential to be one of the most important health and nutrition initiatives in the United States.

The Community Services Agency (CSA) has collaborated with the Center for Human Services, and Sierra Vista Child and Family Services to expand the availability of

nutritional information to all areas of Stanislaus County. In Stanislaus County, EBT cards can be used at grocery stores, farmer markets, and online. There are 49,662 households (91,958 individuals) receiving CalFresh benefits in Stanislaus County, bringing approximately \$17 million each month into the local economy. The CalFresh benefits are entirely funded by state and federal revenue and there is no local match support required. CalFresh helps the local economy, as well as provides food/nutrition assistance for the elderly, disabled, low-income families, and single adults in need.

CSA is requesting that May 2024 be proclaimed as CalFresh Awareness Month. Proclaiming May as CalFresh Awareness Month will increase knowledge and understanding in the community about this important safety net program in Stanislaus County.

POLICY ISSUE:

The Governor and the California Legislature have historically proclaimed May as CalFresh Awareness Month. Board of Supervisors’ approval is required to proclaim a day, week, or month in celebration for a specific topic or County function.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended action supports the Boards’ priority of *Supporting a Healthy Community* by increasing health and nutrition awareness in Stanislaus County.

STAFFING IMPACT:

There is no staffing impact associated with this agenda item.

CONTACT PERSON:

Christine Huber, MSW
Director, Community Services Agency

Telephone: (209) 558-2500

ATTACHMENT(S):

- 1. Proclamation

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date:

THE FOLLOWING RESOLUTION WAS ADOPTED:

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Community Services Agency

BOARD AGENDA:5.A.4
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Proclaim the Month of May 2024 as Foster Care Awareness Month in Stanislaus County

STAFF RECOMMENDATION:

1. Proclaim the month of May 2024 as Foster Care Awareness Month in Stanislaus County.

DISCUSSION:

Historically, the Governor and the California Legislature have proclaimed May as Foster Care Awareness Month, calling attention to the special role that substitute caregivers, also known as foster parents and relative/non-related extended care providers, provide to children and youth. These individuals play an integral part in providing nurturing care to children and young adults who are separated from their birth families due to abuse, neglect, or exploitation.

On January 1, 2017 the California State Department of Social Services implemented statewide the Resource Family Approval Program (RFA). The RFA program provides a single, unified approval standard, family friendly and child-centered process for licensing foster family homes, approving relative/non-related extended family member homes as foster care providers, and approving families for legal guardianship for adoption. Foster Care caregivers upon approval are now called Resource Parents.

Currently, Stanislaus County Community Services Agency (CSA) has approximately 375 youth in Foster Care, and approximately 95 youth in the Extended Care Program. As dependent youth, these individuals have access to a multitude of services designed to help them live a happy, healthy life. CSA partners with many agencies who provide services to the youth and foster parents, relative/non-related extended care providers, and Resource Parents. These agencies are:

- Aspiranet
- Behavioral Health and Recovery Services
- Center for Human Services
- Sierra Vista Child and Family Services
- Stanislaus County Office of Education

In addition to CSA Resource Parents, several state-licensed Foster Family Agencies certify Resource Families to provide care for approximately 580 dependent children in Stanislaus County. This network of care providers has extended their hearts and homes

to care for children who, for a variety of reasons, cannot be with their parents or legal caretakers.

POLICY ISSUE:

The Governor and the California Legislature have historically proclaimed May as Foster Care Awareness Month. Board of Supervisors' approval is required to proclaim a day, week, or month in celebration for a specific topic or County function.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Boards' priority of Supporting a Healthy Community by recognizing the special role that foster parents and relative/non-related extended care providers play in providing nurturing care to children.

STAFFING IMPACT:

Existing staff can support the recommendation in this agenda item.

CONTACT PERSON:

Christine Huber, MSW
Community Services Agency

209-558-2500

ATTACHMENT(S):

1. Proclamation

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date:

THE FOLLOWING RESOLUTION WAS ADOPTED:

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.1
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of an Agreement with Center for Human Services for Substance Abuse Disorder Services Retroactive to January 1, 2024, in the Amount of \$516,104 for the Period of January 1, 2024, Through September 30, 2026

STAFF RECOMMENDATION:

1. Approve the agreement with Center for Human Services (CHS) for the expansion and provision of Substance Use Disorder services in the amount of \$516,104 effective January 1, 2024, through September 30, 2026.
2. Authorize the Behavioral Health Director, or designee, to sign and execute the agreement with CHS for the expansion and provision of Substance Use Disorder services in the amount of \$516,104 effective January 1, 2024, through September 30, 2026.
3. Authorize the Behavioral Health Director, or designee, to sign amendments to the agreement for additional services and payments for services up to \$200,000, budget permitting and consistent with the County Purchasing Policy, throughout the term of the agreement.

DISCUSSION:

As the contracted Mental Health Plan and Drug Medi-Cal Organized Delivery System with the State of California, Behavioral Health and Recovery Services (BHRS) administers Stanislaus County's behavioral health services, providing integrated mental health services to adults and older adults with a serious mental illness and to children and youth with a serious emotional disturbance. BHRS also provides substance use disorder (SUD) services for adults and adolescents, supportive services, prevention and early intervention services, and serves as Stanislaus County's Public Guardian.

In September 2023, Stanislaus County was awarded continuation grant funding from the United States Department of Justice (DOJ) Bureau of Justice Assistance (BJA) Fiscal Year 2023 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (COSSUP) in the amount of \$1,599,999 for the period October 1, 2023, through September 30, 2026. The funding will be used to identify, respond to, treat, and support those impacted by the overdose crisis and the impacts of the use/misuse of opioids, stimulants, or other substances (Res. No. 2023-0588). The Stanislaus County Board of Supervisors accepted the funds on November 7, 2023.

COSSUP grant funding is used by BHRS, the Health Services Agency (HSA) and the Center for Human Services (CHS) to maintain staffing as part of the Community

Assessment, Response, and Engagement (CARE) Multidisciplinary Team (MDT). The collaborative partners utilize the positions embedded in the CARE MDT to reduce the impact of the use and misuse of opioids, stimulants, and other substances on individuals and communities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. COSSUP continuation grant funding in the amount of \$1,599,999 for the period October 1, 2023, through September 30, 2026, supports the following positions within the CARE MDT:

- 0.9 Full-Time Equivalent (FTE) Behavioral Health Coordinator (BHRS Staff)
- 0.9 FTE Public Health Nurse (HSA Staff)
- 1.0 FTE SUD Clinician (CHS Staff)
- 0.125 FTE SUD Manager (CHS Staff)

The CARE MDT will provide evidence-based SUD treatment such as Motivational Interviewing, perform harm reduction activities, provide recovery support services, and offer access to recovery and transitional housing. Motivational Interviewing is an evidence-based practice that staff use to encourage clients to make positive behavior changes, and success is measured by the number of clients engaged. The harm reduction strategy used by the team involves carrying and administering Naloxone in the field as needed. Additionally, the Public Health Nurse trains CARE Team members on the proper use of Naloxone.

BHRS will contract with CHS to provide the following services and support:

- 1.0 FTE Substance Use Disorder Counselor employed by CHS and co-located with CARE MDT, will provide as part of the CARE Team engagement with clients and introduction of SUD treatment options, complete SUD assessments, refer clients to SUD treatment, follow-up with treatment facilities for client intake date, transport clients, assist with Medical Clearance and Detox medication. They provide in the field, on the spot, drug screening, case management, treatment, and referral. They also utilize Motivational Interviewing and Cognitive Behavior Therapy while actively supporting culturally competent, recovery-based practices. Services include person-centered planning as a shared decision-making process with the individual, who defines their own life goals and is assisted in developing a unique path toward achieving those goals through a trauma informed culture to aid clients in their recovery process.
- 0.125 FTE Substance Use Disorder Manager employed by CHS will provide supervision and support to the SUD Counselor working with the CARE MDT to secure emergency housing, recovery housing, and recovery support services for CARE clients.
- Utilize grant funds allocated to provide transitional or recovery housing and recovery support services as part of a comprehensive response strategy. Individuals who have access to appropriate housing are more likely to be successful in SUD/Opioid Use Disorder (OUD) treatment. Access to funding to pay for recovery housing expenses, specifically for the CARE clients with SUD/OUD, will allow an opportunity to provide stable housing, delivery of the integral post in-treatment services and ease of access for CARE Team members to continue to provide recovery support services.

It is recommended that the agreement between CHS and BHRS be retroactive to January 1, 2024. The Department was delayed in bringing this item to the Board for approval for several reasons. The Department prioritized the implementation of several mandated services and initiatives, including, but not limited to, implementation of the California Advancing and Innovating Medi-Cal (CalAIM) State initiative and associated payment reforms, Senate Bill 43, which expanded conservatorship laws, and the 24/7 Mobile Crisis mandate required in December 2023. In addition, Probation notified CHS in late December that they would no longer be using Community Corrections Partnership funding to pay CHS for these services, thus funding for these services needed to transition back to COSSUP., where they were previously funded prior to July 1, 2023, when CCP funding started. CHS has continued to provide these services without interruption from January 1, 2024.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2022-00, requires Board of Supervisors’ approval for any contract or agreement wherein the total cumulative compensation exceeds \$200,000, based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto, where there has been no break in contractual services over six months. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2022-0287; California Government Code §25502.5).

FISCAL IMPACT:

The DOJ BJA COSSUP grant award is \$1,599,999 for the term of October 1, 2023, through September 30, 2026. The total amount of funding per fiscal year and the amount allocated to CHS for SUD services is shown in the table below:

COSSUP Project Costs	Total Budget	CHS Allocation of Total Budget
Year 1 (October 1, 2023, through September 30, 2024)	\$ 512,046	\$ 159,285
Year 2 (October 1, 2024, through September 30, 2025)	\$ 533,865	\$ 173,627
Year 3 (October 1, 2025, through September 30, 2026)	\$ 554,088	\$ 183,192
Total COSSUP Grant	\$ 1,599,999	\$ 516,104

Appropriations and estimated revenue were included in BHRS’ 2024 Adopted Final Budget for the agreement with CHS for the provision of services through June 30, 2024. COSSUP funding will be used to fund the agreement with CHS for the provision of SUD services from January 1, 2024, through September 30, 2026. There is no impact to the County General Fund.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Board of Supervisors’ priorities of *Supporting a Healthy Community* and *Delivering Efficient Public Services* by collaborating with other agencies to provide behavioral health services to the community.

STAFFING IMPACT:

There are no staffing impacts as a result of the approval of this agenda item.

CONTACT PERSON:

Tony Vartan, MSW, LCSW
Director, Behavioral Health and Recovery Services

(209) 525-6222

ATTACHMENT(S):

1. Agreement
2. Levine Act Disclosure

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Center for Human Services, a California Non-profit corporation ("Contractor"), as of January 1, 2024.

Recitals

WHEREAS, the County through Behavioral Health and Recovery Services, wishes to provide high quality comprehensive opioid abuse site-based programs; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

4.2 Contractor further certifies to County that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors including those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of

Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this

Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid

first-class mail to the respective parties as follows:

To County:
Stanislaus County Behavioral Health
PO Box 3211
Modesto, CA 95353
Attn: Contract Services

To Contractor:
Center for Human Services
200 W. Briggsmore Ave, Suite I
Modesto, CA 95350

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement (“Signatory”) represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor’s obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions Pursuant To California State Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

24.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia’s action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

CENTER FOR HUMAN SERVICES

Tony Vartan, MSW, LCSW
Behavioral Health Director

Date

Cynthia Duenas

Cynthia Duenas (Mar 5, 2024 15:19 PST)

Cynthia Duenas
Executive Director

"County"

"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

Dawn Cullum

Dawn Cullum
Deputy County Counsel

BOS Resolution # _____

Date: _____

Attachment: Agreement (COSSUP/CARE MDT)

EXHIBIT A

COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE SITE-BASED PROGRAM (COSSUP) GRANT SCOPE OF WORK

A. PROGRAM SPECIFIC SERVICES

- 1. Contractor shall provide:
 - 1.1. Pre-treatment Outreach and Engagement
 - 1.2. Comprehensive Substance Use Disorder (SUD) Assessment, Treatment and Referral to SUD Treatment
 - 1.3. Access to Recovery Residence

B. GENERAL PROGRAM SERVICES

- 1. Contractor shall adhere to Section B, General Program, Services, of this Scope of Work.
- 2. Contractor shall provide a Substance Use Disorder (SUD) Counselor to be integrated into the Community Assessment, Response, and Engagement (CARE) Multidisciplinary Team (MDT) for the duration of the grant.
- 3. Contractor shall be co-located with the CARE MDT.
- 4. Contractor as part of the CARE MDT shall, provide daily outreach and engagement in Stanislaus County with the aim of building trusting relationships, implementing coordinated individualized intervention plans and connecting individuals directly to services.
- 5. Contractor shall provide a unique opportunity for specialized treatment in the field with a clinical approach for engaging clients, gaining their willingness to enter SUD treatment with the goal of completing treatment and sustained recovery.
- 6. Contractor shall provide, in the field, on the spot Opioid screening, Case Management (including care/service coordination), pre- treatment counseling and engagement (Motivational Interviewing, etc.), SUD assessment, SUD OP Treatment and/or SUD treatment referral.
- 7. Contractor shall be knowledgeable about and actively support:
 - 7.1. culturally competent, recovery-based practices;
 - 7.2. person-centered planning and shared decision-making processes with the individual, who defines his/her own life goals, and;
 - 7.3. a trauma informed culture to aid individuals in their recovery process.

Attachment: Agreement (COSSUP/CARE MDT)

- 8. Contractor shall work in partnership with BHRS Recovery Residence liaison to access stable housing for individuals, as needed, through established relationships with local Recovery Residences.
- 9. Contractor shall work in partnership with BHRS Care Coordination Team for coordination of SUD assessment and treatment.

C. BILLING AND PAYMENT

- 1. In consideration of Contractor's provision of services under the terms of this Agreement, the total maximum amount payable for all salaries, benefits and other operating costs shall not exceed \$516,104 during the term of this Agreement.
- 2. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt. Contractor agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.
- 3. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.
- 4. Contractor shall submit invoices electronically to abh@stanbh@stanbh.org or by mail to the following address:

Stanislaus County
 Behavioral Health & Recovery Services (BHRS)
 PO BOX 3211
 Modesto, CA 95350
 Attention: Accounts Payable

- 5. County agrees that Contractor shall have the right to add to the billing any amount owed to Contractor by County as a result of services rendered by Contractor and accepted by County prior to the execution of this Agreement. If Contractor exercises the right to add to the billing, Contractor shall give County notice of the amount and an itemization of billing.

D. TERM

These services shall commence on January 1, 2024 and continue through September 30, 2026.

E. FUNDING

Attachment: Agreement (COSSUP/CARE MDT)

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

F. DUPLICATE COUNTERPARTS

This Agreement may be executed with counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. COMPLIANCE

Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.

Attachment: Agreement (COSSUP/CARE MDT)

EXHIBIT B

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor’s profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Attachment: Agreement (COSSUP/CARE MDT)

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee’s, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage not be cancelled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best’s rating of no less than A-VII or a Standard & Poor’s rating of at least BBB, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best’s rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

Attachment: Agreement (COSSUP/CARE MDT)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish the County with a copy of original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Agreement (COSSUP/CARE MDT)

Exempt from Auto – By initialing, I certify Contractor’s officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

Exempt from WC – By initialing, I certify Contractors is exempt from providing workers’ compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Cynthia Duenas Date: _____

Signature: *Cynthia Duenas* Date: _____
Cynthia Duenas (Mar 5, 2024 15:19 PST)

Contractor Name: Center for Human Services

Attachment: Agreement (COSSUP/CARE MDT)

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: *Derick Holt* Date: _____
Derick Holt (Apr 11, 2024 11:12 PDT)

EXHIBIT C

BUSINESS ASSOCIATE EXHIBIT-

Business Associate (BA) shall comply with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-191), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

If County becomes aware of a pattern of activity that violates the HIPAA Privacy Rule, and reasonable steps to cure the violation are unsuccessful, the County may terminate the Agreement, or if not feasible; report the problem to the Secretary of the US Department of Health and Human Services.

County and BA desire to facilitate the billing and/or transfer of protected health information (PHI), as defined in 45 CFR, Section 164.504, by electronically transmitting and receiving data in agreed formats and to assure that such transactions comply with relevant laws and regulations.

County intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

1. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning defined in the HIPAA, and/or Information Practices Act (IPA) and/or HITECH Statutes and Regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

1.1 "Breach" shall mean the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.1.1 Exceptions. The term "Breach" does not include:

1.1.1.1 Any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or

1.1.1.2 Any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and

1.1.1.3 Any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

1.2 "Agreement" as used in this document refers to and includes both this Business Associate Exhibit and the contract to which this Business Associate Exhibit is attached to.

1.3 "Business Associate"(BA) shall mean Contractor (however named elsewhere in this Agreement) as identified in this Agreement and is acting on County's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of County, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, use or disclose PHI") in order to fulfill Business Associate's obligations under this agreement. County and Business Associate are each a party to this agreement and are collectively referred to as the "parties".

1.4 "Covered Entity" shall mean Stanislaus County, Behavioral Health and Recovery Services (County).

1.5 "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.6 **“Privacy Rule”** shall mean the Standards for Privacy of individually identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.7 **“Protected Health Information” (PHI)** shall have the same meaning as the term “protected health information” in 45 CFR, Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. PHI refers to and includes both “PHI” as defined at 45 CFS Section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code Section 1798.3(a). PHI includes information in any form, including paper, oral and electronic.

1.8 **“Confidential Information”** refers to information not otherwise defined as PHI in Section 1.7 of this Agreement, but to which state and/or federal privacy and/or federal privacy and/or security protections apply.

1.9 **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, Subpart C.

1.10 **“Physical Safeguards”** are physical measures, policies, and procedures to protect a covered entity’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

1.11 **“Security or Security measures”** encompass all of the administrative, physical, and technical safeguards in an information system.

1.12 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. Operations

2.1 **Document Standards.** Each party may transmit to, or receive from, the other party, either electronically or using other media, PHI and/or individually identifiable health information, as defined in 42 U.S.C., Section 1320d, as it pertains to the provision of services under this Agreement. All documents shall be transmitted in accordance with the standards set forth in the Behavioral Health and Recovery Services Privacy Policy.

2.2 **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive documents.

3. Electronic Transmissions

Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation, until decrypted and accessible to the receiving party at such party’s receipt counter as designated by regulation or policy.

4. Safeguards and Security Standards

4.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclose of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

4.2 BA shall ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

4.3 BA is required to report to the covered entity any security incident of which it becomes aware.

4.4 BA shall make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary for purposes of determining the covered entity’s compliance with the regulations.

4.5 Covered entity may terminate the contract if the covered entity determines that the BA has violated a material term of the contract.

4.6 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special

Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://doi.org/10.6028/NIST.SP.800-53r5>; updates will be available online through the Computer Security Resource Center website (<https://csrc.nist.gov/>).

4.7 Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based on a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

4.8 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

4.9 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

4.10 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

5. Use and Disclosure of Protected Health Information

5.1 Except as otherwise provided in this Business Associate Exhibit, BA may use or disclose PHI to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

5.2 Except as otherwise limited in this Business Associate Exhibit, BA may use and disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Except as otherwise limited in this Business Associate Exhibit, BA may use PHI to provide data aggregation services related to the health care operation of County.

5.4 BA shall not use or further disclose PHI other than as permitted or required by this Business Associate Exhibit, or by law.

6. Compliance with Other Applicable Law

6.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA. Business Associate agrees:

6.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

6.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 7 of this Agreement.

6.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4 of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code Section 5328, and California Health and Safety Code Section 11845.5.

6.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR Section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42

CFR Section 2.11.

6.4 Business Associate acknowledged that in receiving, storing, processing, or otherwise dealing with any patient records from the part 2 program, it is fully bound by the regulations in 42 CFR Part 2; and if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in 42 CFR Part 2.

7. Breach and Security Incidents

7.1 During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach (confirmed/suspected/potential), of IIHI, PHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the BHRIS Privacy Officer, within one (1) business day of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. For any unauthorized disclosures that also qualify for incident reporting to the BHRIS Risk Manager, the incident reporting procedure must also be followed. Contractor shall investigate such breach and provide an initial written report of the progress of the investigation, including any corrective actions taken, to the BHRIS Privacy Officer, within five (5) calendar days of the discovery of the breach. Contractor shall cooperate with County with updates related to the investigation and implement any additional corrective actions identified by BHRIS Privacy Officer and BHRIS Risk Manager within timeframes agreed upon. Notification of the breach can be made to:

**BHRIS Privacy Officer
Behavioral Health and Recovery Services
(209) 525-5303
BHRISCompliance@stanbhirs.org**

7.2 Reports of suspected and actual breaches to County shall include the following, at a minimum:

- a. Identify each individual whose unsecured protected health information has been, or is reasonably believed by BA to have been, accessed, acquired, used, or disclosed during the breach.
- b. Identify the nature of the Breach.
- c. Identify the date of the Breach.
- d. Identify the date of discovery of the Breach.
- e. Identify which elements of PHI were breached or were part of the Breach.
- f. Identify who was responsible for the Breach and who received the PHI.
- g. Identify what corrective actions the BA took or will take to prevent further incidents of Breach.
- h. Identify what BA did or will do to mitigate any adverse effects of the Breach.
- i. Identify BA contact individual and information for County to obtain additional information, if required.
- j. Provide copies of any Individual Notice, Media Notice, Notice to Secretary, or Posting on HHS Public Website that BA may have made pursuant to the HITECH Act.
- k. Provide such other information as County may reasonably request regarding the Breach.

8. Agents and Subcontractors of BA

Business Associate shall ensure that any agent, subcontractors, subawardees, vendors, or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

9. Access to PHI

9.1 BA shall provide access, within seven (7) days of such a request, to the County or, as directed by the County, to PHI in a designated record set to an individual in order to meet the requirements of Title 45, CFR, Section 164.524.

9.2 Pursuant to 45 CFR, Section 164.504 (e)(2)(F) BA shall permit access to individual patient or their legal representative with access to PHI contained in BA records and must follow provisions outlined in county policy when processing any and all record requests.

10. Amendment(s) to PHI

BA shall make any amendment(s) to PHI in a designated record set that the County directs or at the request of the County or an individual within seven (7) days of such request in accordance with Title 45, CFR, Section 164.526.

11. Records Available

BA shall make its internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from the County, or created or received by the BA on behalf of the County, available to the County or to the Secretary of HHS for purposes of the Secretary determining compliance with the Privacy Rule, in a time and manner designed by the County or the Secretary of HHS.-

12. Audits, Inspection and Enforcement

12.1 From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the County Privacy Officer in writing. Whether or how County exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

12.2 If Business Associate is the subject of an audit, compliance investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify County unless it is legally prohibited from doing so.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528.

14. Compliance with County Obligations

To the extent Business Associate is to carry out an obligation of County under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to County in the performance of such obligation.

15. Termination

15.1 Termination for Cause

Upon County’s knowledge of a violation of this Agreement by Business Associate, County may in its discretion:

15.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within time specified by County; or

15.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

15.2 Judicial or Administrative Proceedings

County may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

16. Miscellaneous Provisions

16.1 Disclaimer

County makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate’s business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

16.2 Amendment

16.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment

may not have been reduced to writing and formally agreed upon and executed by the parties.

16.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

16.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

16.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

16.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

16.6 No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

17. Retention, Transfer and Destruction of Information

17.1 Upon termination of this Agreement for any reason, BA shall retain all PHI received from the County, or created or received by the BA on behalf of the County in a manner that complies with the Privacy Rule. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

17.2 Prior to termination of this Agreement, the BA may be required by the County to provide copies of PHI to the County. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

17.3 When the retention requirements on termination of the Agreement have been met, BA shall destroy all PHI received from the County, or created or received by the BA on behalf of the County. This provision shall apply to PHI in possession of subcontractors or agents of the BA. BA, its agents or subcontractors shall retain no copies of the PHI.

17.4 In the event that BA determines that returning or destroying the PHI is not feasible, BA shall provide the County notification of the conditions that make destruction infeasible. Upon mutual agreement of the parties that the destruction of the PHI is not feasible, BA shall extend the protections of this Business Associate Exhibit to such PHI and limit further use and disclosures of such PHI for so long as BA, or any of its agents or subcontractors, maintains such PHI.

18. Special Provision for SSA Data

If Business Associate receives data from or on behalf of County that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between County and SSA, Business Associate shall provide, upon request by County, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to County.

19. Force Majeure

No party shall be liable for any failure to perform its obligations in connection with any transaction or any document where such failure results from any act of nature or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) that prevent such party from transmitting or receiving any documents.

20. Limitation of Damages

Other than specified in elsewhere, neither party shall be liable to the other for any special, incidental, exemplary, or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

21. Continuing Privacy and Security Obligation

BA's obligation to protect the privacy and security of the PHI, including all copies and any data derived this Agreement that may be individually identifiable, shall be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

22. Attorney-Client Privilege

Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by BA or County by virtue of this Subparagraph.

23. Interpretation

Any ambiguity in this Business Associate Exhibit shall be resolved to permit the County to comply with the Privacy Rule and Security Standards

Attachment: Agreement (COSSUP/CARE MDT)

****COMPLETE & RETURN THIS PAGE****

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

In 2022, California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act", to prohibit County "officers" from participating in any action related to a contract if such member receives political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: [Board of Supervisors - Stanislaus County \(stancounty.com\)](http://Board of Supervisors - Stanislaus County (stancounty.com)). The party making this certification is responsible for determining whether a recipient of a political contribution is a County officer prior to answering the following questions:

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
 YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the County officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any County officer in the three (3) months following any Board action related to this contract?
 YES NO

If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the County officer receiving the contribution:

Answering YES to either of the questions above does not preclude Stanislaus County from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified County officer from participating in any actions related to such contract.

Attachment: Levine Act Disclosure (COSSUP/CARE MDT)

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: <u>Cindy Duenas</u> <small>Cindy Duenas (Mar 5, 2024 20:44 PST)</small>	Date Signed: 3/5/2024
Print Name: Cindy Duenas	
Title: Executive Director	
Company: Center for Human Services	

Attachment: Levine Act Disclosure (COSSUP/CARE MDT)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff

BOARD AGENDA:5.B.2
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Agreements for the Sheriff to Retire Two Canines from the Sheriff's Canine Unit

STAFF RECOMMENDATION:

1. Authorize the Sheriff to retire two (2) canines from the Sheriff's Office service and enter into Canine Retirement Contracts with the canine's current handlers.

DISCUSSION:

It has been the Department's practice to retire canines when they reach an age or condition where they can no longer be of service. There is a need to retire two (2) of the Sheriff's current canines.

Canine Moose is an 8-year-old Black Labrador that began service with the Sheriff's Office in September of 2018. Due to behavioral issues and the handler's promotion, it has been determined that he is no longer able to work in a jail canine capacity.

Canine Lykan is an 11-year-old Belgian Malinois that began service with the Sheriff's Office in May of 2016. Due to age and medical issues, it has been determined that he is no longer able to work in a patrol canine capacity.

The Sheriff's Office desires to retire both canine Moose and canine Lykan from law enforcement service and enter into retirement contracts with their current handlers, Sergeant Santos De Los Santos and Deputy Barry Ballance. The Department would like to retire the canines to their current handlers, so the dogs may live out their remaining years with someone who has and will now continue to care for them.

POLICY ISSUE:

Board of Supervisors approval is necessary for the transfer of County Assets.

FISCAL IMPACT:

The retiring canines, Moose and Lykan, will be sold for \$1.00 each to their current handlers, Sergeant Santos De Los Santos and Deputy Barry Ballance. There is no additional impact to the General Fund associated with this item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Supporting a Strong and Safe Community* and *Delivering Efficient Public Services* by ensuring department canines are utilized until their useful working life has been completed.

STAFFING IMPACT:

There is no staffing impact associated with this item as existing Sheriff's Office staff will manage the contract process.

CONTACT PERSON:

Jeff Dirkse, Sheriff-Coroner

(209) 525-7216

ATTACHMENT(S):

1. K9 Moose Retirement Agreement
2. K9 Lykan Retirement Agreement

CANINE RETIREMENT AGREEMENT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this ___ day of _____, 2024, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Santos De Los Santos, hereinafter referred to as "OWNER".

This AGREEMENT is made with regard to the following recitals which are part of this agreement:

- A. OWNER wishes to assume ownership and take possession of that certain canine named Moose who is being retired from law enforcement service, described as a Male Black Labrador breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself of both ownership and all liability for any and all damages caused by the subject canine.
- C. COUNTY does hereby agree to relinquish all of it's or the rights, title and ownership interest in said canine whatsoever, effective upon OWNER's execution and return of this document and payment of the sum of \$1.00 to the COUNTY.

NOW, THEREFORE, in consideration of this AGREEMENT, the parties hereto agree as follows:

- 1. OWNER does assume ownership of the canine named Moose, and any and all risks arising from actions of said canine, including, but not limited to, risk of injury or death to third persons, and shall defend, indemnify and hold COUNTY harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or

Attachment: K9 Moose Retirement Agreement (Sheriff - Retire K9 Moose and Lykan)

damages that may occur on or after the date ownership of the canine is transferred pursuant to this AGREEMENT. That date is hereby fixed by agreement by and among the parties hereto as being _____, 2024.

- 2. COUNTY further agrees to continue to be responsible for all liability for risks and dangers relating to the ownership of the subject canine before the aforementioned date, and to indemnify and hold OWNER harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the subject police canine before the date ownership is transferred from COUNTY to OWNER.
- 3. OWNER acknowledges that he/she has read the foregoing AGREEMENT and understands each of its provisions and agrees to all terms.
- 4. OWNER agrees to pay the sum of \$1.00.

<p>STANISLAUS COUNTY Department of SHERIFF</p> <p>By: _____ Jeff Dirkse Sheriff-Coroner</p>	<p>NEW OWNER</p> <p>By: <u>Santos De Los Santos</u> <small>Santos De Los Santos (Apr 12, 2024 13:34 PDT)</small> Santos De Los Santos Sergeant-Custodial</p>
<p>APPROVED AS TO FORM: Thomas E. Boze County Counsel</p> <p>By: <u>Robert J. Taro</u> Robert J. Taro Assistant County Counsel</p>	

Attachment: K9 Moose Retirement Agreement (Sheriff - Retire K9 Moose and Lykan)










CANINE PURCHASE CONTRACT

Final Audit Report

2024-04-12

Created:	2024-04-11
By:	Brooke Freeman (bfreeman@stansheriff.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUAq4ArYclDKm88TqIBuSGhjxWQyxbn15

"CANINE PURCHASE CONTRACT" History

-  Document created by Brooke Freeman (bfreeman@stansheriff.com)
2024-04-11 - 5:43:41 PM GMT
-  Document emailed to Rob Taro (taror@stancounty.com) for signature
2024-04-11 - 5:43:44 PM GMT
-  Email viewed by Rob Taro (taror@stancounty.com)
2024-04-11 - 9:45:36 PM GMT
-  Document e-signed by Rob Taro (taror@stancounty.com)
Signature Date: 2024-04-11 - 9:46:23 PM GMT - Time Source: server
-  Document emailed to Santos De Los Santos (sdelossantos@stansheriff.com) for signature
2024-04-11 - 9:46:24 PM GMT
-  Email viewed by Santos De Los Santos (sdelossantos@stansheriff.com)
2024-04-11 - 10:09:46 PM GMT
-  Email viewed by Santos De Los Santos (sdelossantos@stansheriff.com)
2024-04-12 - 8:34:07 PM GMT
-  Document e-signed by Santos De Los Santos (sdelossantos@stansheriff.com)
Signature Date: 2024-04-12 - 8:34:35 PM GMT - Time Source: server
-  Agreement completed.
2024-04-12 - 8:34:35 PM GMT

Attachment: K9 Moose Retirement Agreement (Sheriff - Retire K9 Moose and Lykan)

CANINE RETIREMENT AGREEMENT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this ___ day of _____, 2024, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Barry Ballance, hereinafter referred to as "OWNER".

This AGREEMENT is made with regard to the following recitals which are part of this agreement:

- A. OWNER wishes to assume ownership and take possession of that certain canine named Lykan who is being retired from law enforcement service, described as a Male Belgian Malinois breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself of both ownership and all liability for any and all damages caused by the subject canine.
- C. COUNTY does hereby agree to relinquish all of it's or the rights, title and ownership interest in said canine whatsoever, effective upon OWNER's execution and return of this document and payment of the sum of \$1.00 to the COUNTY.



NOW, THEREFORE, in consideration of this AGREEMENT, the parties hereto agree as follows:

- 1. OWNER does assume ownership of the canine named Lykan, and any and all risks arising from actions of said canine, including, but not limited to, risk of injury or death to third persons, and shall defend, indemnify and hold COUNTY harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or

Attachment: K9 Lykan Retirement Agreement (Sheriff - Retire K9 Moose and Lykan)

damages that may occur on or after the date ownership of the canine is transferred pursuant to this AGREEMENT. That date is hereby fixed by agreement by and among the parties hereto as being _____, 2024.

- 2. COUNTY further agrees to continue to be responsible for all liability for risks and dangers relating to the ownership of the subject canine before the aforementioned date, and to indemnify and hold OWNER harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the subject police canine before the date ownership is transferred from COUNTY to OWNER.
- 3. OWNER acknowledges that he/she has read the foregoing AGREEMENT and understands each of its provisions and agrees to all terms.
- 4. OWNER agrees to pay the sum of \$1.00.

<p>STANISLAUS COUNTY Department of SHERIFF</p> <p>By: _____ Jeff Dirkse Sheriff-Coroner</p>	<p>NEW OWNER</p> <p>By: <u></u> <small>Barry Ballance (Apr 12, 2024 13:33 PDT)</small> Barry Ballance Deputy Sheriff II</p>
<p>APPROVED AS TO FORM: Thomas E. Boze County Counsel</p> <p>By: <u></u> Robert J. Taro Assistant County Counsel</p>	

Attachment: K9 Lykan Retirement Agreement (Sheriff - Retire K9 Moose and Lykan)









CANINE PURCHASE CONTRACT

Final Audit Report

2024-04-12

Created:	2024-04-11
By:	Brooke Freeman (bfreeman@stansheriff.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADVn2P4-ZuJBQFIWEU8xw_LuZYF5KdK1

"CANINE PURCHASE CONTRACT" History

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 2024-04-11 - 5:40:16 PM GMT
-  Document emailed to Rob Taro (taror@stancounty.com) for signature
 2024-04-11 - 5:40:19 PM GMT
-  Document emailed to Barry Ballance (bballance@stansheriff.com) for signature
 2024-04-11 - 5:40:19 PM GMT
-  Email viewed by Rob Taro (taror@stancounty.com)
 2024-04-11 - 9:46:42 PM GMT
-  Document e-signed by Rob Taro (taror@stancounty.com)
 Signature Date: 2024-04-11 - 9:47:17 PM GMT - Time Source: server
-  Email viewed by Barry Ballance (bballance@stansheriff.com)
 2024-04-12 - 8:32:43 PM GMT
-  Document e-signed by Barry Ballance (bballance@stansheriff.com)
 Signature Date: 2024-04-12 - 8:33:20 PM GMT - Time Source: server
-  Agreement completed.
 2024-04-12 - 8:33:20 PM GMT

Attachment: K9 Lykan Retirement Agreement (Sheriff - Retire K9 Moose and Lykan)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Community Services Agency

BOARD AGENDA:5.B.3
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Amend the Agreement with Turning Point Community Programs for Housing Assessment Team Services in the Amount of \$555,360 for the Term of July 1, 2024 Through June 30, 2025

STAFF RECOMMENDATION:

1. Approve the first amendment to the Agreement with Turning Point Community Programs for Housing Assessment Team Services in the amount of \$555,360 for the term of July 1, 2024 through June 30, 2025.
2. Authorize the Community Services Agency (CSA) Director, or designee, to negotiate and execute the first amendment to the agreement with Turning Point Community Programs for Housing Assessment Team Services in the amount of \$555,360 for the term of July 1, 2024 through June 30, 2025.

DISCUSSION:

The Community Services Agency (CSA) operates and has oversight of a variety of social welfare programs that provide cash assistance, social services, and supports for the benefit of the community. CSA strives to serve, aid, and protect needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence. CSA mission is to build community by cultivating safety, stability, and resiliency – strengthening the foundation for all.

The California Business, Consumer Services and Housing Agency established the Homeless Housing, Assistance, and Prevention Program (HHAP) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats. 2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+), and counties, as defined in the December 6, 2019, HHAP Notice of Funding Availability ("NOFA"). HHAP funds are designed to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework. The framework focuses on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The local continuum of care is the CA-510 Turlock, Modesto, Stanislaus Community System of Care (CSOC), hereinafter referred to as "Stanislaus CSOC". CSA acts as the administrative entity for Stanislaus CSOC. In 2020, Stanislaus CSOC was awarded

HHAP Round 1 funding in the amount of \$2,265,304 and entered into an agreement with the State to expend the funding by June 30, 2025. HHAP Round 2 funding was awarded in the amount of \$1,071,860 to Stanislaus CSOC in 2021, and a separate State agreement was executed to expend the funding by June 30, 2026. CSA issued a Request for Proposals (RFP) on July 12, 2021, for HHAP Round 1 and 2 funds seeking applications from qualified proposers for delivery of permanent housing and/or innovative housing solutions.

On October 4, 2022, on behalf of the Stanislaus CSOC, the Board of Supervisors approved an agreement with Cambridge Academies in the amount of \$350,477 from HHAP Round 1 funds (Res. No. 2022-0541) for the construction of a Children's Center at Naomi's House shelter and transitional living facility located in Patterson, CA. In late December 2023, Cambridge Academies informed CSA that they are uncertain of being able to meet the contractual requirement to maintain the use of the property for no less than ten (10) years from the Notice of Completion. Due to Cambridge Academies' concern about their ability to comply with this clause, they informed CSA that they would not be able to proceed in using the HHAP funding and returned the \$86,400 that had been drawn from CSA on January 16, 2024.

CSA, on behalf of CSOC, currently contracts with Turning Point Community Programs (TPCP), a 501(c)(3) nonprofit corporation, for Housing Assessment Team (HAT) services. TPCP's HAT is currently the only local community agency that serves all the homeless and at-risk of homelessness populations. TPCP provides the following centralized services at the Access Center located at 912 D St, Modesto, CA 95354:

- Housing screening assessments
- Housing navigation
- Homeless outreach and engagement
- Supportive services
- Direct referrals to community supports for healthcare, behavioral health treatment, public benefits, social security, court/legal assistance, and employment

The goal of HAT is to link individuals to services and provide supportive resources to improve their quality of life. TPCP has established excellent working relationships with local government, non-profit agencies within the community, and the homeless and at-risk of homelessness populations. TPCP is uniquely knowledgeable of the US Department of Housing and Urban Development (HUD) mandated Coordinated Entry System (CES), Vulnerability Index-Services Prioritization Decision Assistance Tool (VI-SPDAT) assessments, and data collection and maintenance of Homeless Management Information Systems (HMIS) participant information.

The Stanislaus CSOC Board of Directors held a meeting on February 15, 2024, to discuss options for the HHAP Round 1 funding not going to be utilized by Cambridge Academies. Since the HHAP Round 1 funding must be spent by June 30, 2025, Stanislaus CSOC determined there was not sufficient time to undergo another competitive procurement process, which can take several months. For this reason and the fact that TPCP is the only local community agency that serves all the homeless and at-risk of homelessness populations, the Stanislaus CSOC authorized the reallocation of the \$350,477 to TPCP and to extend the agreement to June 30, 2025. In addition, the

Stanislaus CSOC also awarded HHAP Round 4 Outreach and Engagement funds to TPCP in the amount of \$204,883.

CSA is requesting approval from the Board of Supervisors to amend the TPCP HAT agreement and increase the current contract maximum of \$478,409 by \$350,477 for HHAP Round 1 and \$204,883 for HHAP Round 4 (a total of \$555,360) for a new contract maximum of \$1,033,769 and extend the term of the agreement from June 30, 2024, to June 30, 2025.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2022-00, requires Board of Supervisors’ approval for any contract or agreement wherein the total cumulative compensation exceeds \$200,000, based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto, where there has been no break in contractual services over six months. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2022-0287; California Government Code §25502.5).

FISCAL IMPACT:

The TPCP HAT agreement is funded by CSOC’s HHAP revenue. Appropriations and estimated revenue to support the provision of services through June 30, 2024, were included in CSA’ Fiscal Year 2024 Adopted Budget. Appropriations and estimated revenue for future fiscal years will be included in subsequent budget cycles. There is no impact to County General Fund.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Board’s priorities of *Supporting a Healthy Community* and *Efficient Delivery of Public Services* by providing services to individuals and families experiencing homelessness and focusing on helping them secure and maintain permanent housing.

STAFFING IMPACT:

The agreement and administration of grant funds will be facilitated by existing CSA staffing resources. There is no additional staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Christine Huber, MSW (209) 558-2500
Director, Community Services Agency

ATTACHMENT(S):

- 1. Agreement
- 2. Levine Act

AMENDMENT 1

AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND TURNING POINT COMMUNITY PROGRAMS
FOR HOUSING ASSESSMENT TEAM SERVICES
JULY 1, 2023 THROUGH JUNE 30, 2025

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY ("County") and **TURNING POINT COMMUNITY PROGRAMS** ("Contractor"), a California non-profit corporation, as of July 1, 2023, to provide services at Stanislaus County Access Center to individuals experiencing homelessness and/or at-risk of homelessness in Stanislaus County is hereby amended:

WHEREAS additional services are needed; and

WHEREAS the need for additional services requires additional time and funds and the Agreement maximum is being increased by \$555,360 from \$478,409 to \$1,033,769; and

WHEREAS Paragraph 17. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

- FIRST:** EXHIBIT A is hereby deleted and replaced with EXHIBIT A-1.
- SECOND:** All references made to EXHIBIT A are hereby deleted and replaced with EXHIBIT A-1.
- THIRD:** EXHIBIT C is hereby deleted and replaced with EXHIBIT C-1.
- FOURTH:** All references made to EXHIBIT C are hereby deleted and replaced with EXHIBIT C-1.
- FIFTH:** EXHIBIT D is hereby deleted and replaced with EXHIBIT D-1.
- SIXTH:** All references made to EXHIBIT D are hereby deleted and replaced with EXHIBIT D-1.
- SEVENTH:** All references made to this Agreement ending June 30, 2024, are hereby deleted and replaced with June 30, 2025.

All other terms and conditions of the Agreement shall remain in full force and effect.

////////////////////////////////////

Attachment: Agreement (HHAP Turning Point Community Programs)

This AGREEMENT has been signed by the parties or their duly authorized representatives to be effective as of the date referenced on the first page.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

**TURNING POINT
COMMUNITY PROGRAMS**

By: _____
Christine Huber, MSW

By: Alfred Rowlett
Alfred Rowlett (Apr 1, 2024 20:11 PDT)
_____ Alfred Rowlett

Title: _____ Director

Title: _____ Chief Executive Officer

Dated: _____

Dated: _____ Apr 1, 2024

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By: Lindy GiacobuzziRotz
Lindy GiacobuzziRotz (Mar 27, 2024 16:16 PDT)

Title: _____ Deputy County Counsel

Dated: _____ Mar 27, 2024

COUNTY OF STANISLAUS

Approved BOS Resolution #: _____

Dated: _____

Attachment: Agreement (HHAP Turning Point Community Programs)

EXHIBIT A-1

SCOPE OF WORK
FOR
HOUSING ASSESSMENT TEAM SERVICES
JULY 1, 2023 THROUGH JUNE 30, 2025

1. SCOPE OF WORK:

Contractor shall station a Housing Assessment Team to provide services at the Stanislaus County Access Center (Access Center) to individuals experiencing homelessness and/or at-risk of homelessness in Stanislaus County. Contractor shall provide the following services:

1.1 Implement Stanislaus County’s Coordinated Entry System at the Access Center and provide housing assessments and connections to supportive services for people experiencing homelessness or at-risk of homelessness. This includes the following:

1.1.1 Contractor shall identify a Program Support Assistant staff who shall provide, but not be limited to, the following services:

- 1.1.1.1 Greet and triage Access Center guests;
- 1.1.1.2 Screen and answer phone calls, visitors, and incoming mail;
- 1.1.1.3 Respond to complaints and requests for information by directing to the appropriate individuals;
- 1.1.1.4 Assist in interpreting and applying regulations, policies, procedures, systems, rules, and precedents in response to inquiries and complaints from the public;
- 1.1.1.5 Perform data entry for Homeless Management Information System (HMIS), review information for accuracy, update information, and handle, review, and secure confidential client information;
- 1.1.1.6 Setting up file folders and properly filing in departmental or central files;
- 1.1.1.7 Preparing, scanning, copying, collating, and distributing a variety of files and documents;
- 1.1.1.8 Gather, assemble, update, and distribute a variety of department or Agency specific information, forms, records, and data as requested;
- 1.1.1.9 Assist clients with paperwork and obtaining housing information; and
- 1.1.1.10 Provide a brief screening in order to identify next steps.

1.2 Contractor shall provide an Intake Data Specialist who shall provide, but not be limited to, the following services:

1.2.1 Work collaboratively with County Homeless Management Information System team to address data issues;

Attachment: Agreement (HHAP Turning Point Community Programs)

- 1.2.2 Run reports on a weekly and monthly basis to ensure data quality, accuracy, and substance of reports;
 - 1.2.3 Attend monthly HMIS Subcommittee meetings;
 - 1.2.4 Ensure all program entries, exits, and updates are completed in HMIS;
 - 1.2.5 Regularly audit site-specific databases and client information to ensure most updated forms and procedures are being utilized in compliance with organization and funder standards;
 - 1.2.6 Perform screening and assessment for client eligibility; and
 - 1.2.7 Perform client intake process, intake packet completion, complete Vulnerability Index – Services Prioritization Decision Assistance Tool (VI-SPDAT) and program data entry for intakes and client information as needed for program reporting.
- 1.3 Contractor shall provide case management services by assigning Housing Specialists to all individuals entering the Access Center identified as seeking housing assistance and requesting services as follows:
- 1.3.1 The Housing Specialist shall ensure that participants are being referred to appropriate services, in addition to identifying immediate housing options while working on permanent housing placement;
 - 1.3.2 Housing Specialist Ratio: HAT Housing Specialist shall maintain a ratio of approximately one (1) Housing Specialist to every fifty (50) participants for optimal service delivery:
 - 1.3.2.1 Caseloads shall be determined through supervisory staff while examining the level of acuity/need, the amount of contact that is needed to successfully engage the household, and the length of time needed to obtain housing.
 - 1.3.3 The Housing Specialist shall conduct supportive street outreach to develop relationships and build rapport with participants in order to assist them with finding a home. For individuals who are homeless, the Housing Specialist shall provide:
 - 1.3.3.1 Assistance with applications for supportive and subsidized housing; and
 - 1.3.3.2 Prospective potential locations for affordable rental housing.
 - 1.3.4 Housing Specialist shall conduct thorough needs assessment with each participant, in addition to a comprehensive housing assessment to determine participant's housing goals, and complete the VI-SPDAT;
 - 1.3.4.1 The primary objective of housing-focused case management/support services is to provide support to participants through an individualized case management relationship, to help them successfully navigate to permanent housing.
 - 1.3.4.2 Once the needs assessment is completed, the Housing Specialist shall make appropriate referrals to community based service providers and

support participants to ensure the linkage is achieved whenever possible.

- 1.3.4.3 Ensure that the individuals meet the definition and criteria of homelessness, have the required supporting documentation when needed for housing referrals, and assist with obtaining disability and income documentation.
- 1.3.4.4 Identify housing intervention appropriate for each participant with the goal of securing permanent housing options for all participants.
- 1.3.4.5 Provide housing preparation services as follows:
 - 1.3.4.5.1 Acquire needed documentation;
 - 1.3.4.5.2 Complete applications; and
 - 1.3.4.5.3 Complete supportive and subsidized housing paperwork.
- 1.3.4.6 For individuals who need more intensive supportive services, the Housing Specialist shall provide the following services:
 - 1.3.4.6.1 Transportation;
 - 1.3.4.6.2 Calling on behalf of participant to schedule appointments; and
 - 1.3.4.6.3 Physically accompanying participants during appointments.
- 1.3.5 Enter each individual into the HMIS;
- 1.3.6 Refer participants and facilitate warm handoffs, when appropriate, to the following services:
 - 1.3.6.1 Diversion services to avoid homelessness;
 - 1.3.6.2 Representative payee and money management services;
 - 1.3.6.3 Social Security Income;
 - 1.3.6.4 General Assistance;
 - 1.3.6.5 Veterans Affairs benefits;
 - 1.3.6.6 Medical and dental treatment;
 - 1.3.6.7 Treatment for psychiatric disorders;
 - 1.3.6.8 Alcohol and drug treatment;
 - 1.3.6.9 Treatment for co-occurring disorders;
 - 1.3.6.10 Linkages with culturally relevant community centers;
 - 1.3.6.11 Employment training and opportunities; and

- 1.3.6.12 Independent living skills training.
- 1.3.7 Refer participants to permanent housing. This shall include, but is not limited, to the following:
 - 1.3.7.1 Rapid Re-housing: Connect families, individuals, and youth experiencing homelessness to permanent housing through assistance that may include the use of time-limited financial assistance and targeted supportive services;
 - 1.3.7.2 Transitional Housing: Housing First, Low Barrier, and Harm Reduction, Crisis Response Program that provides safe, client-driven supportive services and access to a twenty-four (24) hour residence for people experiencing homelessness; and
 - 1.3.7.3 Permanent Supportive Housing: Subsidized housing paired with supportive services that assists chronically homeless individuals and families with achieving and maintaining housing stability.
- 1.3.8 Utilize a checklist to ensure that all necessary documentation (per criteria of housing options) is obtained and available for any/all applications submitted by participants;
- 1.3.9 Meet with established participants on a regular basis to review, evaluate, and support goal completion;
- 1.3.10 Complete all necessary paperwork to track participant's progress through daily logs;
- 1.3.11 Provide the following supportive services to participants, as needed:
 - 1.3.11.1 Hygiene kit supplies;
 - 1.3.11.2 Vital Documents (Identification Card, Birth Certificates, Social Security Card, etc.);
 - 1.3.11.3 Any other supportive service items (i.e. rental assistance, first/last month's rent, deposits, utilities, arrears, other move-in costs, etc.) identified. CSA Program Manager's written pre-approval is required.
- 1.3.12 Provide a supportive environment for participants to explore housing opportunities, assist in removing barriers to housing, and support participant's needs throughout the process from referral to placement; and
- 1.3.13 Complete paperwork on each face-to-face and telephone contact with the participant, or with any collateral contact, by close-of-business on the next working day.
- 1.4 Contractor shall provide a Program Director, who shall provide the following services:
 - 1.4.1 Oversee implementation of program components;
 - 1.4.2 Develop and manage program budget;

- 1.4.3 Ensure staff compliance with productivity standards to ensure fiscal visibility of program;
 - 1.4.4 Assess, develop and implement plans to meet programming and service provision needs;
 - 1.4.5 Provide “on-the-spot” support that is both helpful to the members and consistent with the philosophy of the program;
 - 1.4.6 Represent the Program at community meetings as assigned;
 - 1.4.7 Liaise with County personnel with regard to program design, audit and other regulatory issues of contract;
 - 1.4.8 Conduct public relations activities in coordination with administration;
 - 1.4.9 Work with program staff and members to develop planning and evaluation strategies;
 - 1.4.10 Provide prompt intervention in the event of a crisis both to stop the crisis and to notify, when indicated, persons and agencies necessary for the resolution of the crisis situation;
 - 1.4.11 Ensure the safety, health, and well-being of staff and members;
 - 1.4.12 Monitor safety status of facility;
 - 1.4.13 Represent or assign a representative to the safety committee;
 - 1.4.14 Adhere to and uphold the policies and procedures of Contractor;
 - 1.4.15 Facilitate all-staff meetings; and
 - 1.4.16 Be responsible for budget development in conjunction with Contractor’s Fiscal Department and monitor the budget on a monthly and annual basis.
- 1.5 Contractor shall also have the following responsibilities:
- 1.5.1 Actively participate in Community System of Care (CSOC) meetings, sub-committees, and other CSOC-related meetings to ensure that the voices of the participants receiving services in this program are heard.
 - 1.5.1.1 Ensure that housing resource data is up-to-date in order to best serve participants.
 - 1.5.1.2 Collaborate with CSOC and mainstream housing providers to ensure the widest range of housing options possible for participants.
 - 1.5.1.3 Collaborate and coordinate with supportive service providers to ensure that referrals for services are appropriate.
 - 1.5.2 Document and maintain up-to-date information on services provided to participants in the HMIS and hard copy case records.

- 1.5.2.1 Actively participate in HMIS and have representation on the HMIS workgroup.
- 1.5.2.2 Maintain records of all assessments, services provided, and referrals made for all participants.
- 1.5.3 Actively participate in scheduled training for the following:
 - 1.5.3.1 Rapid Rehousing;
 - 1.5.3.2 Case Management;
 - 1.5.3.3 VI-SPDAT Completion;
 - 1.5.3.4 HMIS Intake/Data Entry; and
 - 1.5.3.5 HMIS Report Generating.
- 1.5.4 Support the Coordinated Entry System in Stanislaus County.
 - 1.5.4.1 HAT and other Contractor staff shall continue to participate in the implementation of the Coordinate Entry System and ensuring success.
 - 1.5.4.2 HAT shall continue to refer to the Stanislaus Coordinated Entry System policy and procedures manual whenever necessary.
 - 1.5.4.3 All existing and any new members of HAT shall be trained in administration and scoring of the VI-SPDAT.
 - 1.5.4.4 HAT shall track and maintain listings of diversion resources available in the County and share this information with all Coordinated Entry partners.
 - 1.5.4.4.1 Maintain a database of local landlords with pertinent details for accessibility, preference/requirements, subsidies available, and a community resource listing that includes educational and advocacy information and services.
 - 1.5.4.4.2 The goal of all diversion services offered will be to better equip the individual for independence and autonomy.
 - 1.5.4.5 Contractor shall adhere to all HMIS Data Quality Benchmarks as listed in EXHIBIT D-1, which is hereby incorporated by reference and made a part hereof.

2. REPORTS:

- 2.1 Contractor shall provide Quarterly Outcome Based Scorecard, EXHIBIT E, which is hereby incorporated by reference and made a part hereof, to the CSA Program Manager. The Quarterly Outcome Based Scorecard shall be submitted fifteen (15) days following the end of each Quarter as listed below:

Quarter	Due Date
Quarter 1: July 1 st – September 30 th	October 15 th
Quarter 2: October 1 st – December 31 st	January 15 th
Quarter 3: January 1 st – March 31 st	April 15 th
Quarter 4: April 1 st – June 30 th	July 15 th

- 2.2 Contractor and County shall meet after each Quarterly Outcome Based Scored is submitted to the CSA Program Manager. Time and location shall be determined by CSA Program Manager.
- 2.3 Quarterly Outcome Based Scorecard shall include a narrative of the progress, performance in the areas outlined in the Scope of Work and program highlights and challenges.

3. MEDI-CAL DATA PRIVACY AND SECURITY:

- 3.1 Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf>.
- 3.2 Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy <http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf>, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver’s license number, identification number or any other information that identifies the individual remains confidential and is protected.
- 3.3 Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 3.3.1 Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 3.3.2 Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - Changing the methodology of storing, processing or transmitting customer PII and reports.
 - Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
 - 3.3.3 Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services’ security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
 - 3.3.4 PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

Attachment: Agreement (HHAP Turning Point Community Programs)

4. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

4.1 Costs:

4.1.1 The maximum amount of this Agreement for the period July 1, 2023, through June 30, 2025, shall not exceed \$1,033,769.

- The maximum amount for the period July 1, 2023, through June 30, 2024, shall not exceed \$478,409.
- The maximum amount for the period July 1, 2024, through June 30, 2025, shall not exceed \$555,360.

4.1.2 This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C-1, which is hereby incorporated by reference and made a part hereof.

4.1.3 Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C-1, or as the budget is thereafter amended or obligated.

4.2 Contractor shall make no charge to the recipient and shall collect no share of cost.

4.3 Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement only include allowable costs, both indirect and direct, relative to the services in this Agreement.

4.4 Contractor agrees to sign and comply with the Assurance of Compliance Form.

4.5 County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds.

4.6 Invoices:

4.6.1 Each invoice shall include the following supporting documentation:

- Copies of signed or electronically approved time studies for any employee dedicating their time to multiple funding sources/programs shall include the actual time dedicated to the services outlined in this Agreement only;
- Supporting payroll and fringe benefit journals;
- Copies of invoices and proof of payment of all Contractor operational costs billed to this Agreement;
- In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name case number (if available); and

- A monthly list of all participants receiving Supportive Services. The list shall include the following:
 - Participant’s full name; and
 - Supportive Service being provided (Hygiene kit supplies, ID, Birth Certificate, motel stays, etc.).

4.6.2 For services provided in the months of July 2023 through April 2024, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2024 are as follows:**

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April 2024.

4.6.3 For services provided in the months of July 2024 through April 2025, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. Invoices for service months of May and June 2025 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April 2025.

Invoice requirements are subject to change and the Contractor shall be notified in writing.

4.6.4 Invoices shall be submitted to:

County of Stanislaus
 Community Services Agency
 Attention: Accounts Payable Supervisor, E2A
 P.O. Box 42
 Modesto, CA 95353-0042

Or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

4.6.5 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
- Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request

Attachment: Agreement (HHAP Turning Point Community Programs)

shall have those expenses disallowed and only the allowed expenses shall be paid.

- Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

4.7 Payments:

4.7.1 If the conditions set forth in this Agreement are met, County shall pay, on or before the thirtieth (30th) day after receipt of the invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices).

4.7.2 In the event invoices are not received in the timeframes set forth in this Agreement, at the discretion of County's Community Services Agency Director or her/his designee, the Community Services Agency shall have the right to deny payment of any invoices received.

4.7.3 Contractor shall be reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request shall be submitted to CSA Program Manager via email. The approval must be submitted with any applicable invoice.

4.7.4 County retains the right to withhold payment on disputed claims.

4.7.5 Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative report.

EXHIBIT C-1

AGREEMENT BUDGET
FOR
HOUSING ASSESSMENT TEAM SERVICES
JULY 1, 2023 THROUGH JUNE 30, 2025

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$636,866
Fringe Benefits (Invoice actual employer paid only)	\$186,260
Total Personnel	\$823,126
Operating Expenses	\$56,118
Indirect (10% of Personnel and Operating)	\$87,925
Supportive Services	\$66,600
TOTAL COSTS	\$1,033,769

Attachment: Agreement (HHAP Turning Point Community Programs)

EXHIBIT C-1

AGREEMENT BUDGET
FOR
HOUSING ASSESSMENT TEAM SERVICES
JULY 1, 2023 THROUGH JUNE 30, 2024

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$308,205
Fringe Benefits (Invoice actual employer paid only)	\$81,458
Total Personnel	\$389,663
Operating Expenses	\$25,072
Indirect (10% of Personnel and Operating)	\$41,474
Supportive Services	\$22,200
TOTAL COSTS	\$478,409

Attachment: Agreement (HHAP Turning Point Community Programs)

EXHIBIT C-1

AGREEMENT BUDGET
FOR
HOUSING ASSESSMENT TEAM SERVICES
JULY 1, 2024 THROUGH JUNE 30, 2025

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$328,661
Fringe Benefits (Invoice actual employer paid only)	\$104,802
Total Personnel	\$433,463
Operating Expenses	\$31,046
Indirect (10% of Personnel and Operating)	\$46,451
Supportive Services	\$44,400
TOTAL COSTS	\$555,360

Attachment: Agreement (HHAP Turning Point Community Programs)

Homeless Management Information Systems Data Quality Benchmarks

1. Data Completeness:

- 1.1 Data Completeness looks at how much of the data fields for any given client, project enrollment, provider, agency, or system are filled in or answered. The definition used in the CoC Data Quality Brief is: “The degree to which all required data is known and documented.” Data Completeness looks at missing or null values; “data not collected” values; and depending on the data field, “client doesn’t know”, “client refused”, and / or “other” values.
- 1.2 Data Completeness is usually one of the first pieces of overall data quality that is addressed because it is the simplest to measure – it is easy to report on what is or is not in HMIS, based on what is required to be in HMIS for any given project type.
- 1.3 The HMIS Lead will run Data Completeness reports on a bimonthly basis and send to providers. Those providers who fall below the baseline requirement for Data Completeness for their project type will be asked to clean up their data within a certain timeframe. For consistent issues with Data Completeness, providers may be directed to create a Data Quality Improvement Plan (DQIP).
- 1.4 HUD Completeness Standards are as follows:

Data Completeness	HUD New Standard	Current Policy
Street Outreach	90%	100%
Emergency Shelter	95%	100%
Services Only	90%	100%
Transitional Housing	98%	100%
Rapid Rehousing	100%	100%
PSH	100%	100%
Coordinated Entry	100%	100%
Homeless Prevention	90%	100%

2. Data Timeliness:

- 2.1 Entering data into HMIS in a timely manner is necessary to ensure that clients receive the services they need in a quick and efficient manner. Additionally, timely data entry ensures that regular, accurate reporting can be done through HMIS. Users who enter data into HMIS in a timely manner are less likely to make data entry errors and are more likely to focus on overall data quality. Per a July 2005 publication, HUD recommends that projects enter data into HMIS, at most, within 48 hours of collecting the information from the client.
- 2.2 The HMIS Lead will run Data Timeliness reports on a bimonthly basis and send to providers. Those providers who fall below the baseline requirement for Data Timeliness for their project type will be asked to work with the HMIS Lead to make sure that they can meet the Data Timeliness standard moving forward. For consistent issues with Data Timeliness, providers may be directed to create a Data Quality Improvement Plan (DQIP).

Attachment: Agreement (HHAP Turning Point Community Programs)

2.3 HUD Timeliness Standards are as follows:

- 2.3.1 Client data will be entered into HMIS in a timely manner. Partner Agencies will enter all data into HMIS for Street Outreach and Emergency Shelter Projects within twenty-four (24) hours of contact with the Client and within forty-eight (48) hours for Services Only, Transitional Housing, Rapid re-housing, Permanent Supportive Housing, Coordinated Entry and Homelessness Prevention Projects; and
- 2.3.2 Service records should be entered on the day services began, but no later than forty-eight (48) hours from the begin date.

3. Data Accuracy:

- 3.1 Data accuracy is the degree to which data reflects the real-world client or service. Data Accuracy is not as easy to manage or monitor and requires specific reports that look at congruency between and among responses to data elements within the system, as well as checks between what the client has told an intake worker and what data is entered into HMIS.
- 3.2 The goal for all project types and all data entered into HMIS is 100% Data Accuracy. Those providers who show issues with Data Accuracy will be asked to clean up their data within a certain timeframe. For consistent issues with Data Accuracy, providers may be directed to create a Data Quality Improvement Plan (DQIP).
- 3.3 Data quality reports will look at Data Accuracy between and among responses to data elements including:
- 3.3.1 Date of birth and project start date (ensure the two are not the same, especially for Heads of households);
- 3.3.2 FY 2022 HMIS Data Standards, 3,917 data elements, [FY 2022 HMIS Data Standards Manual - Version 1.3 \(hudexchange.info\)](https://www.hudexchange.info/public/data-standards-manual/), ensure that the responses to residence prior to project entry, length of time in previous place, approximate date homelessness started, number of times experiencing homelessness in the last three years, and number of months experiencing homelessness in the last three years do not conflict with each other;
- 3.3.3 Disabling Condition (yes / no) and types of disabling conditions-ensure these do not conflict;
- 3.3.4 Health Insurance (yes / no) and sources of insurance-ensure these do not conflict;
- 3.3.5 Income (yes / no) and sources of income-ensure these do not conflict;
- 3.3.6 Non-Cash Benefits (yes / no) and sources of non-cash benefits-ensure these do not conflict;
- 3.3.7 Domestic violence victim / survivor and subsequent data elements-if the first answer is no, are the other questions answered, and vice versa;
- 3.3.8 Relationship to head of household-are there multiple heads of household or no head of household;

- 3.3.9 Client location-is the client location defined as a community outside of the applicable CoC;
- 3.3.10 Veteran-is a minor-aged individual defined as a veteran; and
- 3.3.11 A given project only includes clients of a specific gender-if that project is not dedicated to only serving a specific gender.

COUNTY OF STANISLAUS
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: Sole Source # 2020000787

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Stanislaus County Board of Supervisors or to any County Agency Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes No
- Subcontractor Yes No
- The Applicant's agent/ or lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

April 2, 2024
Date

Turning Point Community Programs
Print Firm Name if applicable

Al Rowlett
Signature of Applicant

Alfred Rowlett
Print Name of Applicant

Digitally signed by Al Rowlett
Date: 2024.04.02 11:29:39 -07'00'

Attachment: Levine Act (HHAP Turning Point Community Programs)

**STANISLAUS COUNTY BOARD OF
SUPERVISORS AND COUNTY AGENCY
OFFICERS**

Board of Supervisors

Chance Condit, Chairman, Fifth District

Mani Grewal, Vice-Chairman, Fourth District

Buck Condit, First District

Vito Chiesa, Second District

Terry Withrow, Third District

County Agency Officers

Don H. Gaekle, Assessor

Kashmir Gill, Auditor-Controller

Donna Linder, Clerk-Recorder

Jeff Laugero, District Attorney

Jeff Dirkse, Sheriff-Coroner

Donna Riley, Treasurer-Tax Collector

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:5.B.4
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Authorize a Change in the Methodology to Calculate County General Fund Contributions of Local Match, Related to Public Safety Sales Tax (Proposition 172) Distributions, to Fire Districts Negatively Impacted by the Educational Revenue Augmentation Fund Shift

STAFF RECOMMENDATION:

1. Authorize a change to the approved methodology calculation for County General Fund Contributions of Local Match, related to Public Safety Sales Tax (Proposition 172) revenue distributions, to fire districts negatively impacted by the Educational Revenue Augmentation Fund (ERAF) shift.

DISCUSSION:

In July of 2023, the County started to receive invoices from fire districts for fire suppression services at county locations. Chief Executive Office (CEO) staff have worked with the fire districts to better understand the onset and content of the invoices. Upon the Fire District's refusal to waive the fees charged, Counsel has determined that the County is obligated to pay the invoices.

The County has received twelve invoices as of March 4, 2024, from the Oakdale Rural Fire Protection District, for services provided at Woodward Reservoir which falls under the Department of Parks and Recreation.

The recommended process provides for any Fire District invoices to be paid by the department benefitting from the fire district's services. Departments will work with the fire districts to ensure the service was provided on County property and that the invoice was provided to the Department who maintains responsibility for the property.

Fire District invoices will be paid by the respective County Department within the current year budget authority, supported by the Department's Net County Cost. Net County Cost is the title given to annual County General Funds authorized within a respective department's budget.

Public Safety Sales Tax Revenue - Proposition 172 (1993) (Prop 172)

The County voluntarily provides a General Fund Contribution to fire districts to offset negative impacts of the property tax Education Revenue Augmentation Fund (ERAF) shift. Currently, the County loses \$10.3 million in General Fund property tax revenue each year, after factoring all revenues gained from Prop 172 from its own impact of the

ERAF shift. Notwithstanding this loss, the County voluntarily shifts General Fund to eliminate the entire amount lost to fire districts under ERAF.

To offset the cost burden of the fire district invoices to County Departments, and for those fire districts that receive General Fund distributions, it is recommended to adjust annual General Fund distributions proportionately with the balance due for invoices received from the fire districts in the prior fiscal year. If the fire district does not benefit from these payments, there will be no offsetting funding and the impact of the balance due will be absorbed by the County General Fund.

Tracking of payments to fire districts will occur using an identifying segment of the accounting string, miscellaneous code 110000 (Fire District Service Invoice) setup to track the payment of these invoices. All departments paying these invoices will code each invoice to this cost segment. This will allow for the county to segregate the impact of these invoices across the county.

The CEO's office will use this information to make any applicable annual General Fund distribution adjustments as previously noted.

Department Budget Support

Departments paying these invoices with Net County Cost/General Fund will have the opportunity to request support in the Third Quarter fiscal report to the Board of Supervisors in each year where these invoices have been paid.

The General Fund Contribution to Fire adjustments recommended above will occur regardless of a department requesting support for paid invoices.

It is recommended to approve changing the methodology by which General Fund Contributions to fire districts are calculated such that each benefiting district's distribution is reduced proportional to the invoices received by the fire district.

POLICY ISSUE:

The Board of Supervisors has discretionary spending authority for Public Safety Sales Tax Prop 172 funds which are deposited in the County General Fund, fully under the discretion of the Board of Supervisors. Any change in policy on how the funds may be distributed requires Board of Supervisors' approval.

FISCAL IMPACT:

As of April 19, 2024, the County has received and paid invoices totaling \$19,989, inclusive of penalties, from the Oakdale Rural Fire Protection District for fire suppression services on County property from March 13, 2022, through July 2, 2023.

The Oakdale Rural Fire Protection District benefits from the County General Fund Contribution, related to Public Safety Sales Tax revenue, Prop 172 distributions provided by the County each year. Since the policy began in Fiscal Year 2022, the County has provided Oakdale Fire Protection District a total of \$846,259 in voluntary contributions, including \$304,759 in Fiscal Year 2024, as detailed below.

Fiscal Year	Prop 172 Allocation
2021-2022	\$ 262,996
2022-2023	278,504
2023-2024	304,759
Total	\$ 846,259

It is recommended that the Fiscal Year 2025 County General Fund Contribution, related to Public Safety Sales Tax, Prop 172 distribution to Oakdale Fire Protection District be reduced by the total amount paid for all invoices. If approved, the recommendation included in this report will create a \$19,989 exposure to General Fund for the invoices in the current fiscal year, not including any invoices pending receipt. The Fiscal Year 2025 County General Fund Contribution related to Public Safety Sales Tax, Prop 172 distribution to the fire district will be reduced by the total amount of invoices paid for this purpose in Fiscal Year 2024, resulting in a net zero General Fund impact across the fiscal years.

The potential impact of the Fire District Invoices on the General Fund in the future is expected to be minimal after adjusting the General Fund Contributions related to Public Safety Sales Tax Prop 172 distributions for benefiting fire districts in an equal amount.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action supports the Board's priorities of *Supporting a Strong and Safe Community* and *Delivering Efficient Public Services* by providing policy direction on how to fund fire district invoices.

STAFFING IMPACT:

Existing county staff will process the invoices for payment and make the corresponding adjustments to the County General Fund Contributions to Fire Districts related to Public Safety Sales Tax Prop 172 distributions.

CONTACT PERSON:

Ruben Imperial, Assistant Executive Officer (209) 525-6333

ATTACHMENT(S):

- 1. Fire District Prop 172 Methodology

Proposition 172 - History of Allocation Benefitting Fire Agencies

Fiscal Year	Method	Amount Contributed	Board Action Date	Resolution No.	Allocation Distribution Methodology
2019-2020	2% of Annual Growth	\$ 59,635	9/17/2019	2019-0573	Funds allocated to OES Fire Warden for support of fire districts not receiving Prop 172
2020-2021	2% of Annual Growth	\$ 44,000	9/22/2020	2020-0510	Funds allocated to OES Fire Warden for support of fire districts not receiving Prop 172
2021-2022	Revenue loss due to ERAF	\$ 1,240,864	9/21/2021	2021-0445	Funds allocated directly to Fire Districts negatively impacted by ERAF Shift; and a small portion allocated to OES Fire Warden for support of fire districts
2022-2023	Revenue loss due to ERAF	\$ 1,280,169	9/20/2022	2022-0511	Funds allocated directly to Fire Districts negatively impacted by ERAF Shift; and a small portion allocated to OES Fire Warden for support of fire districts
2023-2024	Revenue loss due to ERAF	\$ 1,377,794	9/26/2023	2023-0491	Funds allocated directly to Fire Districts negatively impacted by ERAF Shift; and a small portion allocated to OES Fire Warden for support of fire districts
2024-2025	Revenue loss due to ERAF	\$ 1,473,121	TBD	TBD	Funds allocated directly to Fire Districts negatively impacted by ERAF Shift; and a small portion allocated to OES Fire Warden for support of fire districts

Attachment: Fire District Prop 172 Methodology [Revision 1] (Fire District Invoices)

Proposition 172 - Distribution History of Allocation Benefitting Fire Agencies

District	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	Total	Projected FY 2024-2025	Projected Invoice Adjustment ⁴	Projected Total
COUNTY FIRE ¹	59,635	44,000	120,244	125,310	132,872	482,062	141,236	-	623,298
BURBANK-PARADISE FIRE	-	-	19,375	20,853	22,604	62,832	24,154	-	86,986
STAN CONSOL FIRE PRO DIST	-	-	752,524	766,507	823,321	2,342,352	891,530	-	3,233,882
CERES FIRE	-	-	-	-	-	-	-	-	-
DENAIR FIRE	-	-	-	-	-	-	-	-	-
HUGHSON FIRE	-	-	-	-	-	-	-	-	-
INDUSTRIAL FIRE	-	-	13,306	13,611	14,593	41,509	15,271	-	56,780
KEYES FIRE	-	-	-	-	-	-	-	-	-
MOUNTAIN VIEW FIRE	-	-	45,614	47,165	49,560	142,339	52,724	-	195,063
OAKDALE FIRE	-	-	262,996	278,504	304,759	846,259	316,733	(19,989)	1,143,003
SALIDA FIRE	-	-	-	-	-	-	-	-	-
TURLOCK FIRE	-	-	3,403	3,571	3,821	10,795	4,094	-	14,889
WESTPORT FIRE	-	-	2,934	3,150	3,331	9,415	3,400	-	12,815
WEST STANISLAUS FIRE	-	-	-	-	-	-	-	-	-
WOODLAND AVE FIRE	-	-	20,468	21,498	22,933	64,899	23,979	-	88,878
Total	59,635	44,000	1,240,864	1,280,169	1,377,794	4,002,462	1,473,121	(19,989)	5,455,594
Less County Fire Service	(59,635)	(44,000)	(120,244)	(125,310)	(132,872)	(482,062)	(141,236)	-	(623,298)
Total Distributed Directly	-	-	1,120,620	1,154,859	1,244,922	3,520,401	1,331,885	(19,989)	4,832,297

Notes:

- ¹ Amount provided to the Office of Emergency Services/Fire Warden for the benefit of local fire agencies.
- ² All fiscal years are based on the prior year's tax receipts.
- ³ Projected FY 2024-2025 is anticipated to be brought forward at 2025 Adopted Budget.
- ⁴ A proposed change to the methodology would reduce allocations by the amount of invoices paid to each district in the preceding fiscal year.

Attachment: Fire District Prop 172 Methodology [Revision 1] (Fire District Invoices)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff

BOARD AGENDA:5.B.5
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval for the Sheriff to Accept a Retroactive Grant from the California Office of Emergency Services for the Law Enforcement Specialized Units Programs for Calendar Year 2024

STAFF RECOMMENDATION:

1. Authorize the Sheriff to accept a retroactive grant from the California Office of Emergency Services for the Law Enforcement Specialized Units Program for \$203,143 for calendar year 2024.
2. Authorize the Sheriff to sign reimbursement claims and other documents for the California Office of Emergency Services Law Enforcement Specialized Units Program.

DISCUSSION:

The Stanislaus County Sheriff's Office has established longstanding partnerships with local agencies throughout Stanislaus County to work on community awareness and public education to help reduce the number of domestic violence (DV) cases in the jurisdiction.

Law Enforcement Specialized Unit Programs grant funds have supported collaboration on DV cases between the following agencies over the last twelve years: Stanislaus County Sheriff's Office, Modesto Police Department, Healthy Alternatives to Violent Environments (HAVEN), and others at the Family Justice Center of Stanislaus County (FJC). The agencies provide coordinated response services to victims of domestic violence and their children at the FJC. In doing so, the agencies carry out the mission of the FJC which is to "offer victims and survivors residing in Stanislaus County a path to safety and hope through compassion and coordinated services." The grant amount has remained consistent over the years despite rising costs. With priority given to continuing the funding of full-time positions, funding previously supporting a grant management consultant, 5% of a District Attorney Criminal Investigator, and other operating supplies are no longer funded through this grant and were absorbed by each respective agency.

The grant will continue to fund ninety percent of a Sheriff's investigator dedicated to domestic violence and a Domestic Violence Counselor/Advocate for HAVEN. Major services that will be provided to victims by the unit include advocacy, counseling, crisis intervention, housing and shelter assistance, law enforcement and prosecution legal assistance, life skills training, childcare, chaplaincy, and language translation.

The Sheriff accepted the award on December 18, 2023, prior to seeking authorization from the Board of Supervisors. The Department was delayed in seeking Board of Supervisors' authorization because of misinterpretation of new instructions released by CalOES. Since COVID and the rollover of budgets, no resolution was needed, and the assurances signed by the Auditor-Controller sufficed. The Department estimates that approximately \$47,000 of the grant has already been incurred in support of grant work.

It is recommended that the Department be authorized to accept the grant to continue the support of this critical work of reducing domestic violence in the community.

POLICY ISSUE:

Per the County's Grant Policy, County departments are to seek Board approval to accept any new grants or funding agreements, regardless of whether it requires a County General Fund match. Required authorization can be obtained in a scheduled budget cycle or through a separate Board agenda action process. The Board of Supervisors' authorization is being requested to retroactively seek authorization to accept the funding allocation from the California Office of Emergency Services Law Enforcement Specialized Units Program.

FISCAL IMPACT:

Grant funds for the Law Enforcement Specialized Units Program will total \$203,143 from the California Office of Emergency Services for the budget period of January 1, 2024, through December 31, 2024. The grant will fund ninety percent of a Deputy Sheriff at the Sheriff's Office in the amount of \$152,335 and one Domestic Violence Counselor/Advocate at HAVEN in the amount of \$50,808. There is an annual in-kind match associated with this grant in the amount of \$67,714, which is fulfilled by a Domestic Violence Investigator position provided by the Modesto Police Department. The total project cost including match is \$270,857.

As this grant has been automatically funded by the State if the County met certain criteria, and because the County generally meets the criteria, the Sheriff's Office has continued to include the estimated revenue and appropriations in the budget. Existing appropriations and estimated revenue exist in the 2024 Adopted Budget and will be included in the 2025 Proposed Budget.

No budget adjustment is associated with this item, and there is no General Fund impact.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Supporting a Strong and Safe Community* by allowing the Department to receive funding to continue supporting domestic violence investigations and services to domestic violence victims in Stanislaus County.

STAFFING IMPACT:

There are no additional staffing impacts associated with this item. This grant funds a Deputy Sheriff position.

CONTACT PERSON:

Jeff Dirkse, Sheriff-Coroner

(209) 525-7216

ATTACHMENT(S):

1. Subaward Letter

January 8, 2024

Jeff Dirske
Sheriff-Coroner
Stanislaus County Sheriff
250 East Hackett Road
Modesto, CA 95358-9415

Subject: **Grant Subaward Application Approval**
Law Enforcement Specialized Units Program
Grant Subaward #: LE23 07 0500

Dear Sheriff Jeff Dirske:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$203,143, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Please contact your Program Specialist Olga Stupak, at Olga.Stupak@caloes.ca.gov with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file
Program Specialist

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

SPECIAL CONDITION

Grant Subaward No. LE23 07 0500 is hereby approved with the following condition:

- The 2023 STOP funds in the amount of \$203,143 cannot be expended until Cal OES has access to funds through the applicable FY2023-24 Federal award.

Should the Federal award(s) be reduced, you will be notified and required to amend the Grant Subaward.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

SMC

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. **Subrecipient:** County of Stanislaus 1a. **UEI#: a. UEI#:** _____
- 2. **Implementing Agency:** Stanislaus County Sheriff Department MS
- 3. **Implementing Agency Address:** 250 E. Hackett Road Modesto 95358-9415
(Street) (City) (Zip+4)
- 4. **Location of Project:** Modesto Stanislaus 95354-1013
(City) (County) (Zip+4)
- 5. **Disaster/Program Title:** LE - Law Enforcement Specialized Units Program 6. **Performance/Budget Period:** 1/1/2024 to 12/31/2024
(Start Date) (End Date)
- 7. **Indirect Cost Rate:** N/A Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2023	STOP		\$203,143			\$67,714	\$67,714	\$270,857
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total Project Cost				\$203,143	\$203,143		\$67,714	\$67,714	\$270,857

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Jeff Dirkse Title: Sheriff-Coroner
 Payment Mailing Address: 250 E. Hackett Road City: Modesto Zip Code+4: 95358-8415
 Signature: Sheriff Jeff Dirkse Date: 12/18/23
Sheriff Jeff Dirkse IDec 18, 2023 10:07 PST

16. **Federal Employer ID Number:** _____

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by:
Mary Rucker 1/5/2024
 (Cal OES Director or Officer) (Date)

DocuSigned by:
Heather Carlson 1/5/2024
 (Cal OES Director or Designee) (Date)

ENY: 2023-24 Chapter: 12 SL: 18413
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: 15JOVW-23GG-00561-STOP 07/01/23-06/30/25
 Fund: Federal Trust Fund AL#: 16.588
 Program: Law Enforcement Specialized Units Program
 Match Req.: 25%, C/IK based on TPC
 Project ID: OES23STOP000012
 SC: 2023-18413 Amount: \$203,143

Received by Cal OES, 11/1/2023
Mail Log #: 229713

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
Nancy Ward, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 (phone)

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2023	Violence Against Women Act (STOP) / 16.588	Office of Violence Against Women	\$16,562,077	\$14,905,869

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Law Enforcement Specialized Units Program (LE)
- Project Description:

The purpose of the Program is to create or enhance specialized units to provide a coordinated response to victims/survivors of domestic violence and their children.

4. Research & Development Section:

- Is this Subaward a Research & Development grant?
Yes No

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Grant Subaward Contact Information

Grant Subaward #: LE23 07 0500

Subrecipient: Stanislaus County Sheriff's Department

MS

1. **Grant Subaward Director:**

Name: Jeff Dirkse

Title: Sheriff-Coroner

Telephone #: 209-525-7216

Email Address: jdirkse@stansheriff.com

Address/City/ Zip Code (9-digit): 250 E. Hackett Road, Modesto, CA 95358-9415

2. **Financial Officer:**

Name: Brooke Freeman

Title: Business Manager

Telephone #: 209-525-7009

Email Address: bfreeman@stansheriff.com

Address/City/ Zip Code (9-digit): 250 E. Hackett Road, Modesto, CA 95358-9415

3. **Programmatic Point of Contact:**

Name: Brooke Freeman

Title: Business Manager

Telephone #: 209-525-7009

Email Address: bfreeman@stansheriff.com

Address/City/ Zip Code (9-digit): 250 E. Hackett Road, Modesto, CA 95358-9415

4. **Financial Point of Contact:**

Name: Terri Renard

Title: Accountant III

Telephone #: 209-567-4409

Email Address: trenard@stansheriff.com

Address/City/ Zip Code (9-digit): 250 E. Hackett Road, Modesto, CA 95358-9415

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Jeff Dirkse

Title: Sheriff-Coroner

Telephone #: 209-525-7216

Email Address: jdirkse@stansheriff.com

Address/City/ Zip Code (9-digit): 250 E. Hackett Road, Modesto, CA 95358-9415

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Jeff Dirkse

Title: Sheriff-Coroner

Telephone #: 209-525-7216

Email Address: jdirkse@stansheriff.com

Address/City/ Zip Code (9-digit): 250 E. Hackett Road, Modesto, CA 95358-9415

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Chance Condit

Title: Chairman, Board of Supervisors

Telephone #: 209-525-4470

Email Address: ConditC@stancounty.com

Address/City/ Zip Code (9-digit): 1010 10th Street, Suite 6500, Modesto, CA 95354

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Grant Subaward Signature Authorization

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus

Implementing Agency: Stanislaus County Sheriff's Department MS

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Jeff Dirkse

Signature: *[Handwritten Signature]*

Date: 10/30/23

Financial Officer:

Printed Name: Brooke Freeman

Signature: *[Handwritten Signature]*

Date: 10/30/23

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: *[Handwritten Signature]*

Printed Name: Micky LaBarbera

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: *[Handwritten Signature]*

Printed Name: Terri Renard

Signature: *[Handwritten Signature]*

Printed Name: Dena Ugalde

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Grant Subaward Certification of Assurance of Compliance

Subrecipient: County of Stanislaus, Stanislaus County Sheriff's Department

MS

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Law Enforcement Specialized Units	LE23 07 0500	1/1/2024-12/31/2024
2			
3			
4			
5			
6			

I, Jeff Dirkse (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

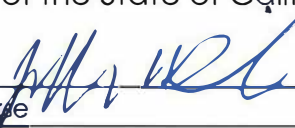

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	<u></u>
Official Designee's Typed Name:	<u>Jeff Dirks</u>
Official Designee's Title:	<u>Sheriff-Coroner</u>
Date Executed:	<u>10/30/23</u>
AUTHORIZED BY:	
I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.	
<input type="checkbox"/> City Financial Officer	<input checked="" type="checkbox"/> County Financial Officer
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> Governing Board Chair	
Signature:	<u></u>
Typed Name:	<u>Kashmir Gill</u>
Title:	<u>Auditor-Controller</u>
Date Executed:	<u>10/30/23</u>

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Federal Fund Grant Subaward Assurances STOP Violence Against Women Formula Grant Program

Subrecipient: County of Stanislaus, Stanislaus County Sheriff's Department

MS

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Law Enforcement Specialized Units	LE23 07 0500	1/1/2024-12/31/2024
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

Subrecipient expends \$750,000 or more in federal funds annually.

Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The Subrecipient (and any Second-Tier Subrecipient) agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance apply to this Grant Subaward.

The Subrecipient (and any Second-Tier Subrecipient) also agrees that all financial records pertinent to this Grant Subaward, including the general accounting ledger and all supporting documents, are subject to Cal OES's review throughout the life of

the Grant Subaward, during the close-out process, and for seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and any other pertinent records indicated at 2 C.F.R. 200.334.

3. Requirements Related to System for Award Management and Unique Entity Identifiers

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the current information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier assigned by SAM.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers) and are incorporated by reference here.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (as defined in OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or
- Use or operate a "Federal information system" (as defined in OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OVW authority to terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

6. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

7. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

8. OVW Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OVW Training Guiding Principle for Grantee and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

9. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by OVW during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

10. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

11. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

12. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

13. Restrictions on "Lobbying" and Policy Development

In general, as a matter of federal law, federal funds may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. Subrecipients (or any Second-Tier Subrecipients) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

14. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

15. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):
 - 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written

notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

1) Subrecipients represent that:

a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

17. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

18. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Compliance with Statutory and Regulatory Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

20. VAWA 2013 Nondiscrimination Condition

Subrecipients (and any Second-Tier Subrecipients) acknowledge that 34 U.S.C. 12291(b)(13) prohibits Subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Subrecipient (and any Second-Tier Subrecipient) agrees that it will comply with this provision.

21. Misuse of Award Funds

Subrecipients (and any Second-Tier Subrecipients) understand and agree that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

22. Confidentiality and Information Sharing

Subrecipients (and any Second-Tier Subrecipients) agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of

compliance, such as policies and procedures for release of victim information. Subrecipients (and any Second-Tier Subrecipients) also agree to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291 (b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>.

23. Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability

Subrecipients (and any Second-Tier Subrecipients) agree that Grant Subaward funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

24. Policy for Response to Workplace-related Incidents of Sexual Misconduct, Domestic Violence, and Dating Violence

Subrecipients (and any Second-Tier Subrecipients) must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

25. Performance Progress Reports and Final Report Submission

Subrecipients agree to provide Cal OES with specific information regarding Grant Subawards. Subrecipients agree to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each Grant Subaward made; and d) such other

information as OVW may prescribe. Subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that Subrecipients must collect and report as a condition of receiving funding under this award.

26. Publications Disclaimer for STOP Formula Subrecipients

Subrecipients (and any Second-Tier Subrecipients) agree that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. LE23 07 0500 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

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27. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), Subrecipients (and any Second-Tier Subrecipients) may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Grant Subaward. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Subrecipient (and any Second-Tier Subrecipient), of this Grant Subaward, for federal purposes, and to authorize others to do so.

In addition, Subrecipients (and any Second-Tier Subrecipients or contractors) must obtain advance written approval from Cal OES, and must comply with all conditions specified by Cal OES in connection with that approval, before: 1) using Grant Subaward funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant Subaward.

It is the responsibility of Subrecipients (and any Second-Tier Subrecipients, contractors, or subcontractors as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

28. Ongoing Compliance with Statutory Certifications

Subrecipients (and any Second-Tier Subrecipients) agree that compliance with the statutory certification requirements is an ongoing responsibility during the Grant Subaward period and that, at a minimum, a hold may be placed on the

Subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

29. Requirements for Subrecipients Providing Legal Assistance

Subrecipients (and any Second-Tier Subrecipients) agree that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of Subrecipients (and any Second-Tier Subrecipients).

a. The legal assistance eligibility requirements are:


- 1) any person providing legal assistance through a program funded under this grant program
 - a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
 - b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (a); and
 - c) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;
- 2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;
- 3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
- 4) Subrecipients' (and any Second-Tier Subrecipients') organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or

child sexual abuse is an issue. Subrecipients also agree to ensure that any Second-Tier Subrecipient will comply with this condition.

30. Federal Funding Accounting and Transparency Act (FFATA)

- Yes No
- Has the Subrecipient received \$25,000,000 or more in federal funds in the preceding fiscal year?
 - If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
 - If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: [Award Condition: Reporting Subawards and Executive Compensation \(Updated as of September 2016\) | Office of Justice Programs \(ojp.gov\)](#).

CERTIFICATION	
I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.	
Official Designee's Signature:	<u></u>
Official Designee's Typed Name:	<u>Jeff Dikse</u>
Official Designee's Title:	<u>Sheriff-Coroner</u>
Date Executed:	<u>10/30/23</u>

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department)		Grant Subaward #: LE23070500	
A. Personnel Costs - Line-item description and calculation	2023 STOP	2023 STOP Match	Total Amount Allocated
<p>SALARIES</p> <p>Stanislaus County Sheriff's Department Michael Carranza, Domestic Violence Detective (one FT employee) 1.0 FTE to the DVRT (90% LE grant funded)</p> <p>January 1 - December 31, 2023 \$54.41/hour x 2080 hours x 90% grant funded</p> <p>Duties: Coordinate LE program; review arrest & preliminary investigative reports to evaluate cases; provide supplemental reports for issues requiring further investigation w/in 24 hours of arrest; gather & document evidence including witness statement, identities of all children in the home, previous incidents of domestic violence and violent crimes, civil restraining order information from CLETS system; assist with development of protocols for ensuring consistent and appropriate response by officers to violations of protective orders to ensure victim safety; oversee completion of DV case follow-up requests or evidence requests from the DA's Office; provide consultation & resources on effective DV intervention and response techniques for officers and other relevant personnel in Sheriff's Department and Modesto Police Department; lead & participate as a member of the training team, serve as point of contact with Haven and DV Counselor/ Advocate for maintaining mechanisms of interagency accountability; work in close cooperation with victim advocacy personnel.</p>	\$101,856		\$101,856
BENEFITS			

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department)		Grant Subaward #: LE23070500	
A. Personnel Costs - Line-item description and calculation	2023 STOP	2023 STOP Match	Total Amount Allocated
Stanislaus County Sheriff's Department Domestic Violence Detective (one FT employee) 1.0 FTE to the DVRT (90% LE grant funded)			
Uniform Allowance: \$1,370/year x 90%	\$1,233		\$1,233
FICA/Med: \$8,658 x 90%	\$7,792		\$7,792
Retirement: \$33,806 x 90% - \$1227	\$29,198		\$29,198
Health Insurance: \$10,332 x 90%	\$9,299		\$9,299
State Unemployment Insurance: \$135 x 90%	\$122		\$122
Workers Compensation: \$3150 x 90%	\$2,835		\$2,835
Personnel Costs Fund Source Totals	\$152,335		\$152,335
PERSONNEL COSTS CATEGORY TOTAL			\$152,335

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Stanislaus (Stanislaus County Sh		Grant Subaward #: LE23070500	
B. Operating Costs - Line-item description and calculation	2023 STOP	2023 STOP Match	Total Amount Allocated
PARTICIPATING AGENCIES			
Haven Women's Center of Stanislaus			
1.0 FTE DV Counselor/Advocate (Bilingual)			
Regular wages: \$19.27/hour x 2080 hours/year	\$40,082		\$40,082
Taxes and Fringe			
Payroll taxes 8.01% of wages	\$3,211		\$3,211
Medical/Dental 13.85% of wages	\$5,551		\$5,551
401k Contribution 2.7% of wages	\$1,082		\$1,082
Workers Compensation 0.9% of wages	\$361		\$361
State Unemployment Ins @ 1.3% of wages	\$521		\$521
Modesto Police Department			
DV Investigator (MATCH)			
Wages: \$55.25/hour x 2080 hours/year = \$114,920 x 0.45 FTE		\$51,714	\$51,714
Taxes and Fringe			
Calculated at 30.94% of match wages (\$51,714 x .3094)		\$16,000	\$16,000
Operating Costs Fund Source Totals	\$50,808	\$67,714	\$118,522
OPERATING COSTS CATEGORY TOTAL			\$118,522

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Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Stanislaus (Stanislaus County S		Grant Subaward #: LE23070500		
C. Equipment Costs - Line-item description and calculation	2023 STOP	2023 STOP Match	Total Amount Allocated	
None				
Equipment Costs Fund Source Totals				
EQUIPMENT COSTS CATEGORY TOTAL				

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	2022 STOP	2022 STOP Match	Total Project Cost
Fund Source Totals	\$203,143	\$67,714	\$270,857

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Budget Summary Report

LE23 Law Enforcement Specialized Units Program

Subaward#: LE23 07 0500

Stanislaus County

Subaward Period: 01/01/24 - 12/31/24

Law Enforcement Specialized Units Program

Latest Request:

A Personnel Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	23STOP	152,335	0	152,335	0	152,335
L	23STOP	0	0	0	0	0
Total A Personnel Services - Salaries/Employee Benefits		152,335	0	152,335	0	152,335

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	23STOP	50,808	0	50,808	0	50,808
L	23STOP	67,714	0	67,714	0	67,714
Total B. Operating Expenses		118,522	0	118,522	0	118,522

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	23STOP	0	0	0	0	0
L	23STOP	0	0	0	0	0
Total C. Equipment		0	0	0	0	0

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total						

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

Budget Summary Report

LE23 Law Enforcement Specialized Units Program

Subaward#: LE23 07 0500

Stanislaus County

Subaward Period: 01/01/24 - 12/31/24

Law Enforcement Specialized Units Program

Latest Request:

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	67,714	0	0	0	67,714
Total Funded:	203,143	0	203,143	0	203,143
Total Project Cost:	270,857	0	270,857	0	270,857

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

a) How the line items on the 2-106a-b supports the objectives and activities

Personnel costs for Stanislaus County Sheriff's Department and partnering agencies HAVEN, and Modesto Police Department (match) funds the Stanislaus Domestic Violence Response Team (DVRT) which provides a coordinated response to victims/survivors of domestic violence and their children.

The dedicated Full-Time Lead DV Investigator (Det. Michael Carranza) coordinates the LE program; review arrest and preliminary investigative reports to evaluate cases; provide supplemental reports for issues requiring further investigation within 24 hours of arrest; gather and document evidence including witness statement, identities of all children in the home, previous incidents of DV and violent crimes, civil restraining order information from the CLETS system; assist with the development of protocols for ensuring consistent and appropriate response by officers to violations of protective orders to ensure victim safety; oversee completion of DV case follow-up requests or evidence requests from the DA's Office; provide consultation and resources on effective DV intervention and response techniques for officers and other relevant personnel; lead and participate as a member of the training team, point of contact with HAVEN and the DV Counselor for developing and initiating mechanisms of interagency accountability; work in close cooperation with victim advocacy personnel.

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

The HAVEN DV Victim Counselor/Advocate provides a coordinated response to DV victims and their children as a member of the Domestic Violence Response Team (Specialized Unit). Duties include: provide immediate in-person response to requests for advocacy by LE on a 24-hour basis; provide consultation, resource materials and outreach materials to LE for the purpose of assisting officers and other relevant law enforcement employees; assist with the development and/or revision of officer and advocate protocols for responding to DV victims and their children; assist with the training of officers on responding to DV victims and their children; serve as a point of contact with the Sheriff's Department for developing and initiating mechanisms of interagency accountability; meet the requirements of a "domestic violence counselor" pursuant to Evidence Code § 1037.1(a)(1); participate as a member of the training team; and work in close cooperation with LE agency personnel; co-located full-time at the Stanislaus Family Justice Center.

The Modesto Police Department provides a partial match of a DV Detective, who provides a coordinated response to DV victims and their children as required in the RFA.

b) How funds are allocated to minimize administrative costs and support direct services



Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

All budgeted items are for direct service provision only. The agencies use functional time cards which track staff activities across approved funding sources for the position responsibilities. Reporting and invoicing duties are the responsibility of the fiscal and business services staff within the Sheriff's Office and are not charged to the grant.

c) How shared costs are allocated

All program budget items for LE23 (applicant and partnering agencies) are for direct costs to provide a coordinated response for domestic violence victims/survivor and their children. The agencies have not budgeted any shared costs (facilities, utilities, etc), that may be shared to serve other victims (i.e. human trafficking, sexual abuse, stalking, elder abuse).

d) How Grant Subaward-funded staff duties and time commitments support the proposed objective and activities

The applicant and partnering agencies have budgeted personnel costs to match the historical and projected duties and time commitments necessary to serve DV victims with a coordinated response. All three agencies have worked together to serve DV victims beginning with the LE11 performance period. As such, they have shifted staffing patterns as the number of DV victims requesting and requiring services have increased over performance periods.



Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

e) The necessity for subcontracts and unusual costs

As required by the RFA, the Stanislaus County Sheriff's Department contracts with HAVEN, the local Cal OES-funded Domestic Violence Assistance (DV) Program Subrecipients for one full-time equivalent (FTE) Domestic Violence (DV) Counselor, pursuant to Evidence Code 1037.1(a)(1).

f) Need for mid-year salary range adjustments.

Mid-year salary range adjustments are not budgeted by the applicant and partners at this time. If they are necessary, we will submit a budget modification.



Cal OES
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Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

Plan

1) How the program will utilize a DV Counselor from a CalOES-funded DV service provider

Stanislaus County Sheriff's Department will contract with Healthy Alternatives to Violent Environments (HAVEN), a Cal OES-funded DV Assistance Program and Rape Crisis Program, for a 1.0 FTE DV Counselor position for the LE23 performance period, as it has each year since first receiving Cal OES LE11 funding over 10 years ago.

The DV Counselor/Advocate works collaboratively with DV Detectives from Modesto Police Department and the Sheriff's Department. She accompanies law enforcement to provide immediate in-person response to requests for victim advocacy on a 24-hour basis. Note: Haven has an after hours on-call advocate respond to requests for advocacy between 5 pm and 8 am weekdays and on the weekends as detailed in the SFJC DV Investigation Protocol. She meets the requirements of a "DV Counselor" pursuant to Evidence Code 1037.1(a)(1).

The DV Counselor/Advocate also provides consultation, resource materials and outreach materials to LE for the purpose of assisting officers and other relevant law enforcement employees; assists with the development and/or revision of officer and advocate protocols for responding to DV victims and their



Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

children; assists with the training of officers on responding to DV victims and their children; and serves as a point of contact with the Sheriff's Department for developing and initiating mechanisms of interagency accountability.

2) Provide Domestic Violence specific training

Stanislaus County Sheriff's Department currently provides DV training through the Stanislaus Regional Training Division, Sheriff's Tactical Operations Program (S.T.O.P.). It is designed to be completed over a 4/10 (40 hour) training week and specifically geared toward completing ALL mandated Perishable Skills, Continued Professional Training, and State Mandated Training. DV is currently presented as a 2-hour update module and includes: History of DV, Department Policy (General Order #26), Primary Aggressor (common identifiers), Crimes Associated with DV (other crimes committed, crime elements, case law, review POST DV guidelines), Report Writing, and DA's Office issues (why reports are rejected). Enhanced DV training are delivered collaboratively with the Haven DV Advocate to officers and other relevant personnel in the county.

Detective Carranza is currently working on an "Officer-Involved Domestic Violence Class." The class will make officers aware of the dangers of officer-involved Domestic Violence and how to investigate these types of cases. The class will also provide case studies, how to respond to these types of incidents,



Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

and show officers that Domestic Violence can happen to anyone, even if they are peace officers. The intention of this class is to educate, prevent, and mitigate officers involved in Domestic Violence-related incidents.

DVRT members enhance current DV trainings by providing more specialized DV training to officers. DVRT members collaborate to provide training on effective DV intervention and response techniques. They provide practical references and resources used to assist victims and cover: dynamics of power and control in violence; understanding the dominant aggressor; strangulation signs, symptoms, and protocol; and crime scene investigation. DVRT members provide DV briefing trainings and detective training to LE agencies at least monthly. Field Training Officer and Briefings are daily tools utilized for a case-by-case overview in the county.

3) Develop and/or enhance protocols for ensuring consistent and appropriate response by first responders to violations of protection orders for victim/survivor safety.

In responding to DV incidents, including mutual protective order violations, officers are reluctant to make dual arrests and make reasonable efforts to identify the dominant aggressor to ensure victim/survivor safety (Penal Code § 13701). An arrest is made when there is probable cause to believe that a



Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

violation of a domestic violence court order has been committed (Penal Code § 13701; Penal Code § 836). After arrest, the deputy confirms that a copy of the order has been registered, unless the victim provides a copy (Penal Code § 836). Cases involving violations of DV protective orders are sent to the DA's Office for review and complaint.

4) Develop and/or enhance protocols for responding to victims/survivors of domestic violence, and their children, that will remain sustainable beyond the Grant Subaward performance cycle.

The SFJC DV Investigation Protocol includes: responsibilities of officers responding to DV calls; when to contact the DV victim advocate; responsibilities of the advocate in addressing the needs of victims and their children, and the concerns of officers; a clearly enforceable method of interagency accountability to address concerns raised by either the law enforcement or the DV service provider; and long-term plan for sustaining an effective DV response unit after the grant cycle ends. The DVRT enhances its DV High Risk Case Response Team to collaboratively respond to needs of victims and dependents experiencing intimate partner violence at a high risk for lethality, including strangulation. The High Risk Team enhances safety of DV victims, children, and dependent adult family members. It provides a comprehensive, coordinated,



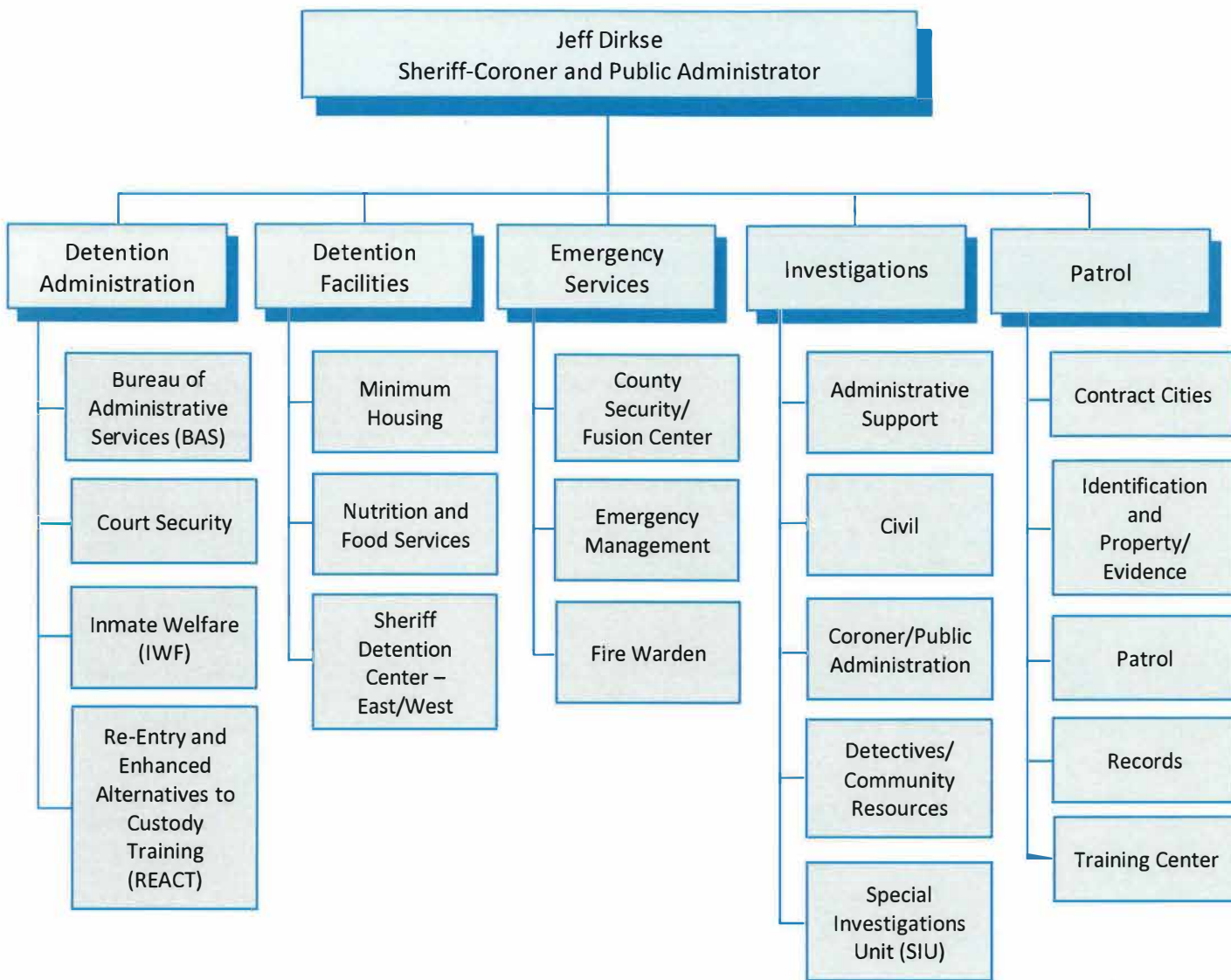
Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department) MS

and collaborative response; improves utilization of existing services and collaboration by victims, and build public trust in the system.

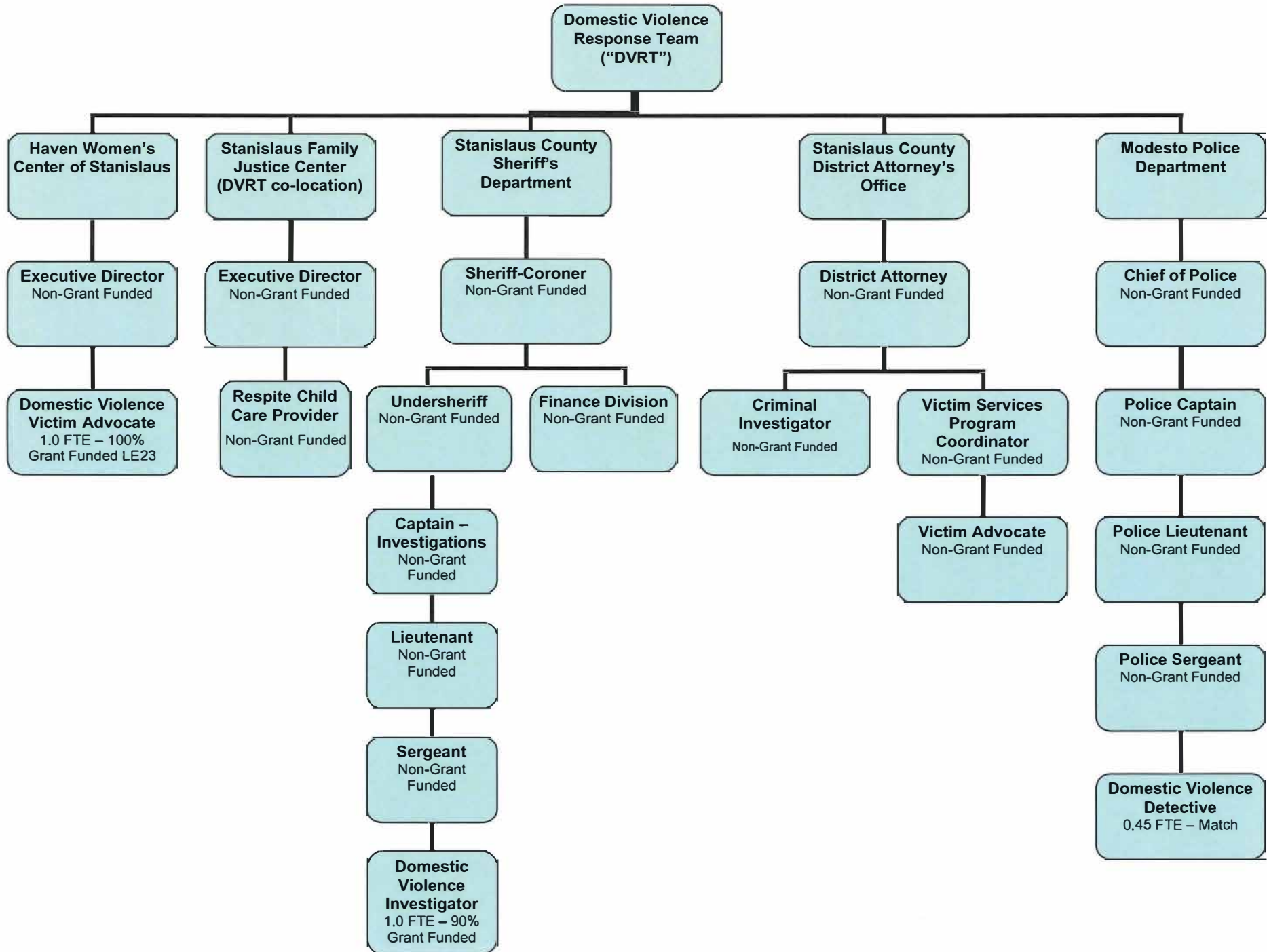
Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

250 East Hackett Road, Modesto, CA 95358 Tel: (209) 525-7114
www.scsdonline.com

Stanislaus County Domestic Violence Response Team ORGANIZATIONAL CHART



Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)



Operational Agreement Summary

Grant Subaward #: LE23 07 0500

Subrecipient: County of Stanislaus (Stanislaus County Sheriff's Department)

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Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Stanislaus County Sheriff's Department	10/31/2022	01/01/22 to 12/31/24
2. Haven Women's Center of Stanislaus	10/31/2022	01/01/22 to 12/31/24
3. Stanislaus County District Attorney	10/31/2022	01/01/22 to 12/31/24
4. Modesto Police Department	10/31/2022	01/01/22 to 12/31/24
5. Stanislaus Family Justice Center Foundation	10/31/2022	01/01/22 to 12/31/24
6.		to
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Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

5.B.5.a

115

Subrecipient: County of Stanislaus		UEI # [REDACTED]	FIPS #: 099-0000
Grant Disaster/Program Title: Law Enforcement Specialized Units			
Performance Period: 01/01/24 to 12/31/24		Subaward Amount Requested: \$ 203,143	
Type of Non-Federal Entity (Check Applicable Box)		<input type="checkbox"/> State Govt <input checked="" type="checkbox"/> Local Govt <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

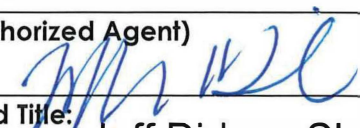

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grant
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 240,000,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	3-5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.	
Signature: (Authorized Agent) 	Date: 10/30/23
Print Name and Title: Jeff Dirkse, Sheriff-Coroner	Phone Number: 209-525-7216
<i>Cal OES Staff Only:</i> SUBAWARD # LE23 07 0500 	



Grant Subaward Service Area Information

Grant Subaward #: LE23 07 0500

Subrecipient: County Stanislaus Stanislaus County Sheriff's Department

MS

1. County or Counties Served:
Stanislaus County

County where principal office is located: Stanislaus

2. U.S. Congressional District(s) Served:
CD-13, CD-5, and CD-9

U.S. Congressional District where principal office is located: CD- 8

3. State Assembly District(s) Served:
AD-22, AD-9

State Assembly District where principal office is located: AD-9

4. State Senate District(s) Served:
SD-4

State Senate District where principal office is located: SD-4

5. Population of Service Area: 552,878

Attachment: Subaward Letter (Sheriff - Accept LE23 CalOES DV Grant)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:5.B.6
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Initiate the Bonita Pool Improvement Project in the Community of Crows Landing, Establish an Initial Project Budget of \$3,060,000, Funded by a State of California Grant, and Related Matters

STAFF RECOMMENDATION:

1. Approve initiating the Bonita Pool Improvement Project in the Community of Crows Landing.
2. Establish the initial Bonita Pool Renovation Capital Project budget of \$3,060,000.
3. Direct the Auditor-Controller to increase revenue and appropriations by \$3,060,000 in the General Services Agency Bonita Pool Renovation Capital Project budget and increase revenue and appropriations by \$2,800,000 in the Parks Capital Project budget unit as detailed in the attached budget journal.
4. Authorize the General Services Agency Director/Purchasing Agent, or designee, to act as Project Manager.
5. Authorize the Project Manager to issue a work authorization to LDA Partners, Inc., a Stanislaus County On-Call Architectural firm, in the amount of \$274,500, to develop plans and specifications for the project.
6. Authorize the Project Manager to execute work authorizations and contracts needed in this phase of the project, so long as appropriations are available within the approved project budget.

DISCUSSION:

The Bonita Pool, located in the Community of Crows Landing, California, was built in the 1960s and renovated in the year 2000. The pool was closed in 2010 for failure to meet the Virginia Graeme Baker Act's requirements, which requires pool drains to comply with current safety codes. The closure of the pool came with great disappointment to residents of the westside of Stanislaus County.

In 2019, the Parks and Recreation Department (Parks) applied for and was awarded a State of California Proposition 68, Cultural, Community, and Natural Resources Grant in the amount of \$756,030 to repair the Bonita Pool and upgrade park amenities. This project's scope awarded by the grant included the renovation of the pool, along with the addition of a new concession stand, restrooms, playground, playground safety barrier,

traffic bollards, security cameras, adult exercise equipment, landscaping, irrigation upgrades, and all work to bring the facility into compliance with the Americans with Disabilities Act (ADA).

On November 23, 2021, (Board Resolution 2021-0571) the Board of Supervisors authorized the General Services Agency Director/Purchasing Agent, acting as Project Manager, to reject all design build proposals/bids for the Bonita Pool and Park Project. At the time, the project budget had approved funding of \$2.1 million. The lowest proposal received out of the three design-build teams was in the amount of \$2.8 million. Parks notified the State that the County was unable to deliver the scope of the Prop 68 Grant due to a lack of funding for the project and grant funds were returned.

On December 6, 2022, (Board Resolution 2022-0660) the Board of Supervisors authorized the acceptance of a State Specified Grant from the California State Department of Parks and Recreation in the amount of \$3 million for the Bonita Pool and Leroy F. Fitzsimmons Memorial Park Improvement Projects, supported by Senator Caballero, of which \$2.8 million has been earmarked for Bonita Pool. Of note, when the appropriation request was submitted to Senator Caballero, \$2.6 million was requested for Bonita Pool and \$200,000 was requested for the Leroy F. Fitzsimmons Memorial Park. Staff informed the Board of Supervisors that total project costs and finance for both park projects, along with appropriation requests, would be brought back to the Board of Supervisors at a later date.

Additional funding may be available from the State of California Per Capita Grant, which was last brought to the Board of Supervisors on April 18, 2023, as part of an update on the Oregon Park and Burbank Park Projects (Board Resolution 2023-0160). At that time, \$650,000 was earmarked for the Bonita Pool Project which was envisioned to include other amenities throughout the park. Per Capita grants may be used in underserved communities that meet the requirements of the grant. Parks is in contact with the State of California regarding several projects, which are eligible for this funding. Cost increases affecting construction projects will necessitate adjustments to align the available grant funding with current cost and project scope.

In January 2024, the County retained LDA Partners (LDA) of Stockton, California to provide conceptual architectural design sessions and concept drawings. Parks, General Services Agency (GSA), and the LDA team met three times to create a conceptual design for the Bonita Pool Improvement Project. Many features were discussed, and the conceptual design was cost estimated. Today, staff are recommending the following scope of work for this project:

- Renovation of the existing pool utilizing the current footprint
 - Reducing pool to a maximum depth of 5 feet (currently 10 feet deep)
- Demolish or renovate/repurpose the existing structure
- Design of code compliant building, restroom, shower, chemical storage area, staff area, concession area (Estimated to be a 400 square foot structure)
- ADA upgrades - parking lot - path of travel (code required, no parking lot expansion)
- Septic tank re-use or replacement (depending on a contractor's opinion of current system's condition)

- Security lighting and cameras
- Shaded seating areas evaluate decking from approximately 20 feet to 10
- 8-foot perimeter fencing
- Code required site work including sidewalks, landscaping, and irrigation

Other design elements were discussed including the expansion of the current parking lot, rentable picnic areas, zero-depth entrance, permanent shade structures with solar option, dual accessible restrooms from park and pool areas, and expansion of the building site. GSA has had many of the enhancements cost-estimated and they significantly exceeded available funding. Since 2021, when the project was last bid upon, construction costs have escalated significantly. The California Construction Cost Index has increased by over 10% in construction costs in each year.

Staff are recommending that the Board of Supervisors approve proceeding with the project. If approved, staff will issue a work authorization under LDA’s On-Call Architectural Contract to proceed with design. The project will be re-cost estimated based on actual design elements, rather than high-level conceptual drawings. A separate agenda item with recommended actions for Fitzsimmons Park will be brought back to the Board of Supervisors at a later date.

As it pertains to operational costs, Parks is estimating an annual cost of \$200,000 to operate the pool in Fiscal Year 2025. Of this amount \$50,000 will be needed for supplies and services and an estimated \$150,000 will be needed for staffing costs associated with operation and maintenance of the pool. This includes a future request of a Parks Maintenance Worker position with pool operator state certification. Parks and the Chief Executive Office will continue discussions regarding operational costs and staffing needs. Any funding and/or staffing allocation requests will be presented to the Board of Supervisors in a future budget cycle or in a separate Board agenda item.

POLICY ISSUE:

California Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by a four-fifths vote.

FISCAL IMPACT:

Staff are recommending that the Board of Supervisors approve an initial project budget for this effort of \$3,060,000, as reflected in the chart below:

Project Cost	Amount
Staff Salaries and Benefits	\$100,000
Professional Services	\$300,000
Architectural Services	\$300,000
Intergovernmental Charges	\$10,000
Construction	\$2,350,000

Total	\$3,060,000
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If approved, the initial project budget of \$3,060,000 will be funded by two sources: State of California Department of Parks and Recreation Grant Award of \$2.8 million and Fiscal Year 2024 Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan Project funding of \$260,000. Actual construction costs are not yet known. Based on the high-level cost-estimate, GSA is estimating a total project cost of \$3.7 million to \$4 million at this time. GSA is working with the Architect to find ways to reduce project costs. Additional funding for this project will be evaluated and may be available in State of California Per-Capita Grants and Building Community Services Investment funds.

If approved, appropriations and Operating Transfers In will be increased by \$3,060,000 in the GSA Parks Bonita Pool Capital Project budget, as detailed in the attached budget journal. In addition, grant revenue and Operating Transfers Out will be increased by \$2,800,000 in the Parks Bonita Pool Project legal budget unit, and Operating Transfers Out will be increased and Services and Supplies decreased by \$260,000 in the GSA Capital Facilities legal budget unit, as detailed in the attached budget journal. Grant reimbursement requests will be completed and submitted by the Parks and Recreation Department. Grant revenue will be recorded at the Parks Bonita Pool legal budget unit for grant tracking purposes and subsequently transferred to the GSA Bonita Pool Capital Project via operating transfers.

BOARD OF SUPERVISORS’ PRIORITY:

These recommended actions are consistent with the Boards’ priority of *Enhancing Community Infrastructure* by revitalizing a pool in the community of Crows Landing that has been out of service since 2010.

STAFFING IMPACT:

Existing staff from the General Services Agency and the Department of Parks and Recreation will complete the design phase of this project.

CONTACT PERSON:

Andrew Johnson, GSA Director/Purchasing Agent	(209) 525-4380
Tera Chumley, Director of Parks and Recreation	(209) 525-6750

ATTACHMENT(S):

- 1. Budget Journal
- 2. Levine Act Disclosure

****COMPLETE & RETURN THIS PAGE****

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

In 2022, California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act", to prohibit County "officers" from participating in any action related to a contract if such member receives political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: [Board of Supervisors - Stanislaus County \(stancounty.com\)](http://Board of Supervisors - Stanislaus County (stancounty.com)). The party making this certification is responsible for determining whether a recipient of a political contribution is a County officer prior to answering the following questions:

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the County officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any County officer in the three (3) months following any Board action related to this contract?

YES NO

If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the County officer receiving the contribution:

Answering YES to either of the questions above does not preclude Stanislaus County from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified County officer from participating in any actions related to such contract.

Attachment: Levine Act Disclosure (Initiate Bonita Pool Renovation Project)

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date Signed: 4-22-24
Print Name: Eric Wohle	
Title: President	
Company: LDA Partners, Inc	

Attachment: Levine Act Disclosure (Initiate Bonita Pool Renovation Project)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.7
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Negotiate and Execute an Agreement with DignityMoves for Construction Project Management for the Dignity Village Modesto Interim Housing Complex in an Amount Not to Exceed \$3,023,037 Retroactive to April 1, 2024 through March 31, 2025

STAFF RECOMMENDATION:

1. Authorize the Behavioral Health Director, or designee, to negotiate and execute the agreement with DignityMoves in an amount not to exceed \$3,023,037 retroactive for the term of April 1, 2024, through March 31, 2025, for construction project management services for Dignity Village Modesto interim housing complex.
2. Authorize the Purchasing Agent or designee to sign the newly negotiated agreement and any subsequent amendments not to exceed the agreement maximum amount of \$3,023,037 retroactive for the term of April 1, 2024, through March 31, 2025.

DISCUSSION:

As the contracted Mental Health Plan (MHP) and Drug Medi-Cal Organized Delivery System (DMC-ODS) with the State of California, Behavioral Health and Recovery Services (BHRS) administers Stanislaus County's behavioral health services, providing integrated mental health services to adults and older adults with a serious mental illness (SMI) and to children and youth with a serious emotional disturbance (SED). BHRS also provides substance use disorder (SUD) services for adults and adolescents, supportive services, prevention and early intervention services, and serves as Stanislaus County's Public Guardian.

BHRS was awarded \$10,819,200 in noncompetitive predetermined Behavioral Health Bridge Housing (BHBH) Program Grant funds from the California Department of Health Care Services (DHCS) for the period June 23, 2023, through June 30, 2027. Stanislaus County Board of Supervisors approved to accept BHBH Program Grant funds for the planning and implementation of Bridge Housing Services on November 7, 2023 (Board Resolution 2023-0599). The funds are referred to as BHBH Round 1 Program funds. BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs, and bridge housing start-up infrastructure and operation costs.

BHBH Round 1 Program funds will be used by BHRS for a variety of bridge housing including auxiliary payments in assisted living facilities, housing navigation services, and interim housing facility start-up infrastructure and operations costs. BHRS will

collaborate with community partners to increase resources and fill gaps to address the housing needs of individuals experiencing both homelessness and a serious behavioral health condition (SMI, SUD, or both). Bridge housing will be established and provided based on community needs and Housing First principles and will include voluntary supportive services for individuals experiencing both homelessness and serious behavioral health conditions.

Consistent with the national Housing First model and Welfare and Institutions Code section 8255, abstinence from alcohol or other substances cannot be a requirement or prerequisite for housing funded by the BHBH Program and the use of alcohol or other substances in and of itself cannot be grounds for eviction. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and substance use disorder as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the individual so chooses. However, when indicated, funding may be used to support recovery residences and sober living environments for individuals with significant substance use disorder needs.

BHRS designated a portion of BHBH Round 1 funds to be used for bridge housing Start-Up Infrastructure costs in the amount of \$2,141,397 in the BHBH Round 1 Program Implementation Plan submitted to DHCS on March 26, 2024. DHCS' requires that if counties use these funds to construct bridge housing, beds must be made available within one year of execution of the grant agreement with DHCS. BHRS' fully executed grant agreement with DHCS is dated December 27, 2023, therefore the deadline for BHRS to use start-up infrastructure funding to construct bridge housing facilities and house at least one qualified individual in the newly constructed facility is December 26, 2024.

Dignity Village Modesto Project Overview

Since July 2023, BHRS has been partnering with the City of Modesto and DignityMoves, a 501(c)(3) that specializes in affordable housing developments designed for tenants with serious behavioral health conditions and have developed and managed similar projects in San Francisco, Santa Barbara County, Rohnert Park, and Alameda, to identify a suitable site for an interim housing complex, to develop a site plan and construction project budget, and to determine a construction timeline.

As noted above, the BHBH Round 1 Program Implementation Plan submitted to DHCS includes Start-Up Infrastructure funds of \$2,141,397 for an Interim Housing Facility including construction, initial furnishings, equipment, and appliances for a newly constructed 30-unit interim housing complex. There is a need for additional interim housing units for BHRS clients and there are economies of scale to be gained by adding additional units to this project rather than developing another interim housing project therefore BHRS has applied for BHBH Round 3 grant funds to add an additional 12 units to Dignity Village Modesto for a total of 42 units.

The 42-unit interim housing complex will be patterned after a similar complex in Santa Barbara and features toilets, showers, dining facilities, laundry facilities, clinic space, offices, a dog run, a garden, a wall mural opportunity, and social areas. Four of the units will be able to accommodate residents with accessibility needs. The target population for this housing project is individuals experiencing both homelessness and a

serious behavioral health condition (SMI, SUD, or both). CARE Court clients will be prioritized for BHBH services but will represent a small portion of the total BHBH-eligible clients that will be served.

BHRS will be contracting with DignityMoves for the design, construction, and completion of the Dignity Village Modesto interim housing complex to be located at 402 9th Street, Modesto. DignityMoves will serve as the Construction Project Manager on behalf of BHRS. Stanislaus County's Purchasing Division approved the Sole Source request to contract with DignityMoves on April 3, 2024. DignityMoves has existing contracts with multiple governmental agencies, including Santa Barbara County and the City of San Bernadino. GSA continues to review contracts and procurement methods completed by other governmental agencies. Given the grant deadline, the limited amount of vendors with proven track records for this type of program, and the work done by BHRS previously, the Sole-Source was approved. DignityMoves specializes in the development of interim housing complexes for unhoused individuals, has the required specialty liability insurance required for this type of project, and has experience providing the detailed documentation and reporting required by the BHBH Grant.

The City of Modesto owns the property located at 402 9th Street, Modesto, where the Dignity Village Modesto interim housing development will be located. The City of Modesto is facilitating discussions between DignityMoves, BHRS, and City Departments such as Planning, Utilities, Fire, Public Works, and Engineering to ensure the property complies with all the necessary regulatory requirements. The City of Modesto will be entering into a Right to Access agreement with DignityMoves allowing permission to make pre-approved modifications to the property that are required for the construction of this interim housing development.

Per Section 18 B and E of the BHBH grant agreement (Board Resolution 2023-0599), equipment and/or property purchased/reimbursed using BHBH funding will be considered the property of DHCS and/or the State of California. Once completed, Dignity Village Modesto will be a State-owned interim housing complex (equipment and structures) that is located on City of Modesto property.

At the end of the BHBH Round 1 grant period, the County, as the BHBH grantee, can petition DHCS/State for ownership of the Dignity Village Modesto interim housing complex. If the petition is approved, the State would transfer ownership of the equipment and the structures to the County. However, BHRS does not intend to petition for ownership of Dignity Village Modesto at the end of the grant period.

BHRS is in the process of identifying a property management/housing operator (operator) for Dignity Village Modesto. The selected operator will be responsible for maintaining landlord-tenant relations with Dignity Village Modesto tenants, site/building maintenance, and maintaining safe and operable interim housing for residents. Once the operator has been identified, BHRS will come back to the Board of Supervisors to get authorization to enter into an operator services agreement through the end of the grant term, June 30, 2027.

Proposed Project Timeline

Pre-Design and Schematic Design	Complete by June 1, 2024
Review and Select Pre-Fab Vendor	Complete by June 10, 2024
Design Development	Complete by July 26, 2024
Construction Documents	Complete by July 26, 2024
Permit and Finalize Gross Maximum Price	Complete by August 16, 2024
Start Construction (18 weeks)	Start on or before August 16, 2024
Construction Completed	Complete by December 20, 2024
Temporary Occupancy approval received	Complete by December 20, 2024
Client moved in	Complete by December 24, 2024
Final Certificate of Occupancy Received Project Close Out Completed	Estimated by March 31, 2025

BHRS originally requested project management proposals from two local housing developers, Turning Point Community Programs and Stanislaus Affordable Housing Corporation (STANCO) however, after some initial planning it came to light that neither organization was able or willing to take on this project. The ability to obtain general liability insurance being one of the biggest challenges and the expedited time frame in which beds be available by December 26, 2024, to meet the grant requirements. The City of Modesto, a project partner, contacted DignityMoves to inquire about capacity for this project. Development and management of properties housing tenants with serious behavioral health conditions is unique and there are few organizations in the area equipped to meet the requirements of the State funded BHBH Grant. DignityMoves does have the experience with these types of housing projects, the capacity to take on the housing project and meet the December deadline, and the insurance required for this type of project. In April, DignityMoves began to meet weekly with BHRS and City of Modesto for the project pre-planning phase to develop a site plan, unit placement, project costs, and project timeline. DignityMoves has incurred a small amount of pre-design costs during the pre-planning phase and BHRS intends to reimburse these costs with BHBH Round 1 grant funds, therefore it is recommended the agreement with DignityMoves be retroactive to April 1, 2024. While BHRS staff don't anticipate any substantive changes to the attached draft agreement, final details of the agreement are still being negotiated, therefore it is recommended that BHRS staff be authorized to negotiate and execute a final agreement and for the Purchasing Agent to sign the negotiated agreement with DignityMoves in an amount not to exceed \$3,023,037 for the term of April 1, 2024 through March 31, 2025, which will allow time for project close out activities and BHBH grant reporting.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2022-00, requires Board of Supervisors' approval for any contract or agreement wherein the total cumulative compensation exceeds \$200,000, based upon California Government Codes §25212, et

seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto, where there has been no break in contractual services over six months. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2022-0287; California Government Code §25502.5).

FISCAL IMPACT:

The BHBH Round 1 Program Implementation Plan submitted to DHCS on March 26, 2024, included budget allocations from July 1, 2023, through June 30, 2027, as shown in the table below. The Round 1 BHBH grant funds 30 of the 42 beds in Dignity Village Modesto.

BHBH ROUND 1 PROJECT COSTS	BUDGET
30-Bed Interim Housing Facility Start-up Infrastructure	\$2,141,397
30-Bed Interim Housing Facility Operational Costs	\$1,832,521
Auxiliary Payments in Assisted Living Facilities	\$4,806,000
Housing Navigation Services	\$1,471,316
Grant Management	\$567,966
Total BHBH Round 1 Grant	\$10,819,200

BHRS applied for the BHBH Round 3 Program competitive grant in April 2024 and is requesting additional start-up infrastructure funding in the amount of \$900,000, of which \$881,640 is allocated for DignityMoves’ construction project management costs for the additional 12 beds not funded with BHBH Round 1 grant. The remaining \$18,360 will be used to purchase other furnishings, fixtures and equipment that BHRS will purchase directly, including desks, tables, chairs, refrigerator, freezer, and beds that are not included in the DignityMoves contract. DHCS will notify BHRS in July 2024 if the grant funding will be awarded. If BHRS is not awarded BHBH Round 3 funding, staff will return to the board to request authorization to utilize either Behavioral Health and Recovery Services legal budget unit fund balance and/or Mental Health Services Act funds to fill the funding gap.

The start-up infrastructure development budget and funding sources for Construction Project Management of the 42-bed Dignity Village Modesto interim housing complex are as shown in the table below. The soft costs consist of Design Allowance (including consultants), Permit Allowance, Dignity Moves Development Fee, Legal Fees, Builder's Risk Insurance, and General Liability Insurance.

Infrastructure Development Budget

Infrastructure Development Costs	Cost Estimate
Site Improvements	\$226,468
Underground Work	\$340,000
Facility Improvements	\$348,100
Modular Unit Placement	\$335,500
General Contractor Fees and Contingency	\$300,016

Infrastructure Development Costs	Cost Estimate
Modular Units	\$813,453
Subtotal Hard Costs and Contingency	\$2,363,537
Subtotal Soft Costs, Furnishing, Fixtures, and Equipment	\$659,500
Total Project Cost Not to Exceed	\$3,023,037

Funding Sources

DHCS BHBH Round 1 Infrastructure Funds	\$2,141,397
DHCS BHBH Round 3 Infrastructure Funds (pending DHCS approval of grant award by July 2024)	\$881,640
Total Funding	\$3,023,037

Appropriations and estimated revenue in the amount of \$4.1 million for the provision of services through June 30, 2024, were included in BHRS’ 2024 Midyear Budget (Board Resolution 2024-0104). Appropriations and estimated revenue for the remaining grant periods will be included in subsequent budget cycles. There is no impact to the County General Fund.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Board of Supervisors’ priorities of *Supporting a Healthy Community* and *Enhancing Community Infrastructure* by collaborating with other agencies and stakeholders to plan and implement bridge housing services for individuals experiencing homelessness who have serious behavioral health conditions.

STAFFING IMPACT:

Existing BHRS staff are available to manage the contract and contract deliverables.

CONTACT PERSON:

Tony Vartan, MSW, LCSW (209) 525-6222
 Director, Behavioral Health and Recovery Services

ATTACHMENT(S):

- 1. DRAFT Agreement

AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementor of the Behavioral Health Bridge Housing Program (hereinafter referred to as "County") and DIGNITYMOVES, a California non-profit corporation (hereinafter referred to as "DignityMoves") on April 1, 2024.

WHEREAS, County has received Behavioral Health Bridge Housing Program (BHBH) grant funds from the state Department of Health Care Services; and

WHEREAS, pursuant to such grant, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a housing program to provide interim housing complexes for unhoused individuals experiencing serious mental illness and or substance use disorders who qualify under the state’s BHBH program; and

WHEREAS, County desires to engage DignityMoves as a project manager to render certain development management services in connection with such undertakings of the BHBH-funded project (hereinafter “Project”), a forty-two bed interim housing project which is located at 402 Ninth Street in Modesto, California, and which is to be known as Dignity Village Modesto; and

WHEREAS, County and DignityMoves acknowledge and agree that a portion of funding for the Project utilizes other funding sources than BHBH monies; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the parties hereto do mutually agree as follows:

1. AGREEMENT FOR PROJECT CONSTRUCTION AND SERVICES.

1.1 DignityMoves shall provide development management services for the Project consisting of arranging, supervising, and coordinating the planning, design, entitlement, permitting, construction, and completion of the Project in accordance with the detailed provisions of Exhibit A attached hereto and incorporated herein by reference. DignityMoves agrees to use commercially reasonable efforts to perform the above services by a) obtaining and preserving all entitlements and permits required; b) obtaining the services of architects, building contractors, design professionals, engineers, surveyors, attorneys, and any other professionals whose services are required for construction of the Project; and c) tracking and accounting for funds to the County for all periodic disbursements of such funds used to build the Project, whether BHBH funds or other authorized funds.

1.2 DignityMoves and County agree the Project work shall be acceptable to the County’s representative and overall shall be done to the County’s satisfaction. DignityMoves will be notified in writing of any defects or deficiencies to be remedied prior to final acceptance by County and shall take measures and complete the remediation within twenty (20) days of written notification of the deficiency. If any delay in completion of the Development Work in accordance with the Project Schedule (or other applicable time period as specified herein) occurs due to an Unavoidable Delay (defined in this Agreement as including war, insurrection, strikes, lockouts, riots, unusually adverse or unseasonable weather, unavailability of labor or construction materials, supplies and equipment or product shortages, floods, earthquakes, fires, casualties,

Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

acts of God, acts of a public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement, newly enacted governmental regulations or controls, any City or public agency processing delays, or similar events outside DignityMoves’s control impacting the Project, or the region or other area in which the Project is located), the Project Schedule shall be appropriately modified. DignityMoves shall not be liable for any costs, expenses, damages, losses, or lost profits arising from any delays except to the extent caused by DignityMoves’ gross negligence, willful misconduct or willful failure to perform its material obligations under this Agreement.

1.3 DignityMoves agrees to supervise the General Contractor (“Contractor”), for adherence to the provisions of the construction contract with Contractor (the “Construction Contract”), which Construction Contract shall require implementation by Contractor of safety measures in the construction of the Project, and adherence by Contractor to Cal-OSHA requirements for a safe workplace and practices, as well as measures to minimize or eliminate impacts around the surrounding environment, including from water pollution, dust, noise, and vehicle traffic and obstructions thereto.

2. TERM OF AGREEMENT.

2.1 The services of DignityMoves are to commence on April 1, 2024 and end no later than March 31, 2025 (this should be consistent with SOW, subject to Unavoidable Delays and conditioned upon prompt approval by the City of Modesto and the County), and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement.

2.2 It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon thirty (30) days’ written notice to the other party for cause.

(a) In the case of a termination by the County, “cause” means (i) a breach by DignityMoves of any material obligation under this Agreement that, if curable, is not cured by DignityMoves within five (5) business days’ written notice (or, if more than five (5) business days is necessary for cure, within a reasonable period not to exceed thirty (30) days following written notice, provided DignityMoves immediately commences to cure and diligently prosecutes the cure to completion); (ii) gross negligence or willful misconduct by DignityMoves in connection with the performance of its obligations under this Agreement; or (iii) bankruptcy of DignityMoves.

(b) In the case of a termination by DignityMoves, “cause” shall mean (i) a breach by the County of any material obligation under this Agreement that, if curable, is not cured by the County within five (5) business days’ written notice (or, if more than five (5) business days is necessary for cure, within a reasonable period not to exceed thirty (30) days following written notice, provided the County immediately commences to cure and diligently prosecutes the cure to completion); or (ii) gross negligence or willful misconduct by the County in connection with the performance of its obligations under this Agreement.

All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3. COMPENSATION.

3.1 DignityMoves shall be paid on a time and materials basis for full performance of the services specified under this Agreement that are in conformity with the approved program proposal and budget document which is attached to this Agreement as Exhibit A, "Scope of Work," incorporated herein by reference. The County agrees to pay DignityMoves an amount not to exceed \$3,023,037 including without limitation the cost of any labor, materials, subcontractors, consultants, professionals, consultants, or experts, retained by DignityMoves to perform or assist in the performance of its work under this Agreement.

3.2 Payment will be made subject to receipt of a requisition for payment from DignityMoves specifying and certifying that such expenses are in conformance with this Agreement, and that DignityMoves is entitled to receive the amount requisitioned under the terms of this Agreement within 30 days of receipt of invoice.

3.3 DignityMoves shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for payment pursuant to Section 3.2 above.

4. USE OF FUNDS.

4.1 Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the rules and regulations governing the BHBH Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, DignityMoves agrees to comply with other applicable laws, including Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 11063, the applicable provisions of Chapter 1 of Part 7 of Division 2 of the California Labor Code relating to Public Works.

4.2 Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of recurrent homelessness among the target population as defined in Welfare & Institutions Code section 5972, and meet the relevant community's needs, as defined in the programs' rules regulations.

4.3 DignityMoves shall adhere to all the requirements in the scope of its work on the Project as set forth in the federal "Emergency Solutions Grant Program – Emergency Shelter Standard" as found in 24 Code of Federal Regulations section 576.403(b), relating to structure and materials, accessibility, space and security, interior air quality, water supply, sanitary facilities, environmental controls, food preparation areas, fire safety, and any other County standards relating to construction and living conditions.

5. PROGRAM FUNDS.

BHBH Program funding exceeding the amount necessary to construct the Project in accordance with the budget attached hereto, if any, shall revert to County for use in the BHBH Program, or other Behavioral Health program as applicable.

Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

6. REVERSION OF ASSETS.

6.1 Upon expiration or termination of this Agreement, DignityMoves shall transfer to the County any unearned BHBH Program funds or other program funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of BHBH funds.

6.2 If DignityMoves becomes insolvent, all personal property, including furniture and equipment, purchased partly or totally with BHBH Program funds as well as any unused BHBH funds or other funds shall be returned to the County for disposition.

7. SPECIAL TERMS AND CONDITIONS.

7.1 DignityMoves agrees to submit quarterly program status reports to County, and other reports as may be required.

7.2 DignityMoves agrees to maintain racial, ethnic, gender, head of household and family size data showing the extent to which these categories of persons have participated in, or benefitted from, the project, and to provide such data in an activity report to County upon request.

7.3 DignityMoves agrees to obtain all necessary permits for intended activities, and ensure that the Contractor obtains (and require the Contractor under the Construction Contractor to ensure that all subcontractors engaged in the Project) have obtained all permits, certificates, and licenses required by federal, state, and local authorities required to engage in the Project.

7.4 DignityMoves hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of DignityMoves who exercises any functions or responsibility with respect to the Project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub agreement, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the Project.

7.5 Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. DignityMoves is not an employee of County and is not entitled to any of the rights, benefits, or privileges of County employees, including but not limited to medical, unemployment, or Workers' Compensation insurance.

7.6 Equal Opportunity in Participation.

(a) Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with County policy and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Parts 570.601 and 576) issued pursuant to this section, no person in the United States shall, on the ground of race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the community development funds. DignityMoves shall adhere to the requirements, including accessibility standards, of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, and Government Code Section 11135.

(b) DignityMoves and its contractors may not directly or through contractual or other arrangements, discriminate on the ground of race, color, religion, sexual orientation, ancestry, national origin, age, handicap, familial status, sex or any other basis prohibited by applicable law. The following specific, non-exclusive, discriminatory actions are prohibited:

(1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

(2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

(3) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

(4) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

(5) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided, under the program or activity.

(6) Deny an opportunity to participate in a program or activity as an employee.

8. INSURANCE

DignityMoves shall obtain and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B," which is incorporated herein by reference.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

9.1 DignityMoves shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of negligence, willful misconduct of DignityMoves, its agents, officers, employees or volunteers relating to or during the performance of its obligations under this Agreement, or material breach of this Agreement by DignityMoves, its agents, officers, employees or volunteers that remains uncured following any applicable cure period by DignityMoves, its agents, officers, employees, or volunteers.

9.2 Except as expressly provided for in this Agreement, County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by DignityMoves, its staff or clientele. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

10. GENERAL TERMS AND CONDITIONS.

10.1 Assignment.

Without written consent of County, this Agreement is not assignable by DignityMoves, either in whole or in part, it being acknowledged, however, that the work of designing the Project shall be carried out by an architect and consultants engaged by DignityMoves and the work of constructing the Project will be carried out by a Contractor and subcontractors.

10.2. Amendment.

No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

10.3 Records.

DignityMoves will keep and maintain all project records, books, papers and documents for a period of not less than four years after the project terminates and grants County the option of retention of the project records, books, papers and documents. DignityMoves agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. DignityMoves agrees that County or any authorized representative shall have access to and the right to, at reasonable times and upon reasonable (no less than three (3) business days') notice, examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by DignityMoves. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10.4 Non-Discrimination.

(a) During the performance of this Agreement, DignityMoves and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. DignityMoves and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) DignityMoves agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) DignityMoves will, in all solicitations or advertisements for employees placed by or on behalf of DignityMoves, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

10.5 Hatch Act Incorporated.

Neither DignityMoves' program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.6 Drug-free Workplace.

DignityMoves will maintain a drug free workplace and will comply with all applicable Federal, State and local laws pertaining to a drug-free work place.

10.7 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

10.8 Notice.

The contact person for County shall be with the Stanislaus County Behavioral Health & Recovery Services BHBH Program. Any notice, communication, amendment, addition, or

deletion to this Agreement, including change of address of either party during the term of this Agreement, which DignityMoves or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Behavioral Health & Recovery Services
Attention:
800 Scenic Drive
Modesto, CA 95355

ToDignityMoves: DignityMoves
2406 Bush Street
San Francisco, CA 94115
Attn: Joanne Price, Chief Real Estate Officer &
Elizabeth Funk, CEO
Email: joanne@dignitymoves.org
Email: Elizabeth@dignitymoves.org

10.9 Construction.

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

10.10 Governing Law and Venue.

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

10.11 Authorization.

DignityMoves has authorized the undersigned person(s) signing as officer(s) on behalf of DignityMoves to enter into this Agreement on behalf of DignityMoves and to bind the same to this Agreement, and, further that said DignityMoves has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

10.12 Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

10.13 Entire Agreement; Conflicts

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. In the event of a conflict between one or more of provisions of this Agreement and one or more provisions of the Scope of Work attached hereto, the Scope of Work shall control. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

10.14 Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

10.15 Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

10.16 Certification Regarding Economic Sanctions Pursuant To California State Executive Order N-6-22

(a) DignityMoves shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

(b) County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

(c) For contracts valued at \$5 million or more, DignityMoves shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

By Order No. _____ adopted on, _____ the Stanislaus County Board of Supervisors authorized the execution of this Agreement by the Director of Behavioral Health & Recovery Services.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

DIGNITYMOVES,
A California Nonprofit Corporation

By: _____
Andy Johnson
GSA Director/Purchasing Agent

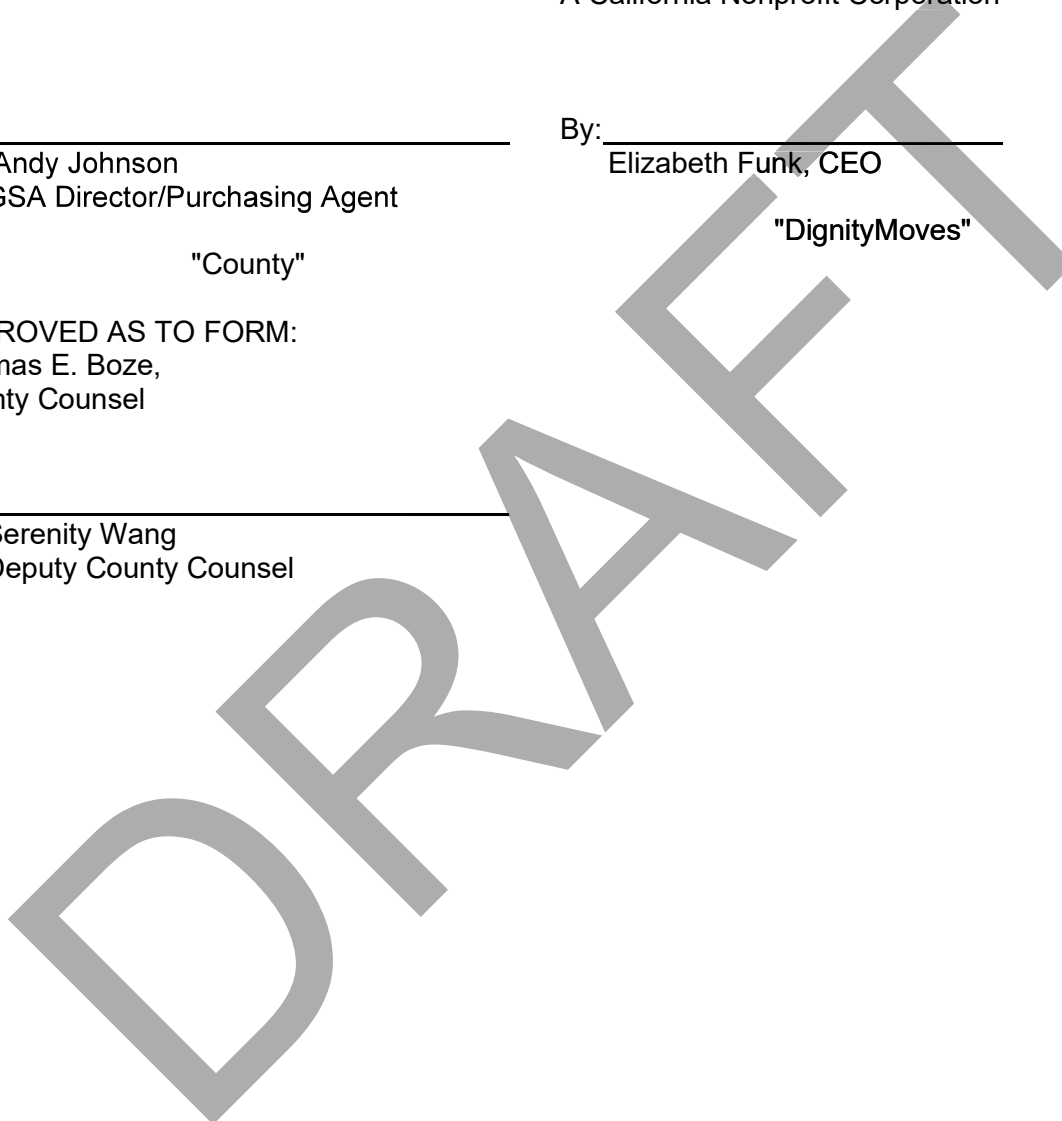
"County"

By: _____
Elizabeth Funk, CEO

"DignityMoves"

APPROVED AS TO FORM:
Thomas E. Boze,
County Counsel

By: _____
Serenity Wang
Deputy County Counsel



Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

EXHIBIT A

A. PROJECT SCOPE OF WORK

1. Engagement; Standards of Performance

Engagement. County hereby engages DignityMoves as the development manager of the Project with respect to the Development Work, for the purpose of managing, supervising and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work, all in accordance with the terms, conditions and limitations herein set forth. DignityMoves hereby accepts such engagement, and DignityMoves hereby agrees to use reasonable efforts to perform the Services, including (i) obtaining and preserving all Entitlements required for Project occupancy, (ii) negotiating any Third Party Contracts necessary for the completion of the Project, (iii) overseeing and managing construction of the Improvements by Third Parties pursuant to approved Plans and Specifications, (iv) obtaining the acceptance of the applicable Improvements by the relevant Governmental agencies, (v) otherwise providing all Services necessary for completion of the Development Work, within the Development Budget and Project Schedule as the same may be modified from time to time, (vi) signing documents, purchase orders, change orders and other instruments and writings related to the Project, (vii) issuing payments in connection with the Development Work on checks drawn against the Project Account(s) (as such term is hereafter defined), and (viii) such other tasks as are necessary to perform or procure the Development Work or as requested by County.

Standard of Performance. DignityMoves shall furnish its skill and judgment to perform the Development Work and shall cooperate with County, the City, and the Third Parties performing Development Work or otherwise providing services relating to the Project. DignityMoves shall perform its duties and obligations under this Agreement in a reasonably efficient, expeditious and economical manner, in accordance with the applicable Project Schedule and within the amounts budgeted in the Development Budget (except as otherwise permitted pursuant to the terms of this Agreement) consistent with the professional care, skill, judgment, diligence and care ordinarily provided by development managers practicing in the same or similar locality under the same or similar circumstances. DignityMoves shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. DignityMoves shall devote sufficient time and attention to ensure the full, prompt and professional discharge of its duties under this Agreement.

DignityMoves' Personnel. DignityMoves may perform its duties and obligations hereunder with its own employees. DignityMoves shall be responsible for hiring, supervising, training, and terminating all of its employees and staff members performing Services relating to the Project. The persons designated by DignityMoves as its representatives ("**Representatives**") shall represent DignityMoves as its agents and all written communications given to or by those Representatives shall be as if given to or by DignityMoves. DignityMoves and its employees shall at all times perform DignityMoves' obligations hereunder in a good and workmanlike manner. Any employee of DignityMoves performing Development Work who, in the reasonable opinion of County with the reasonable

concurrence of Developer's Representatives, does not perform its work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of County, be promptly removed from performing Development Work on the Project. DignityMoves shall fully comply with all applicable laws and regulations relating to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related laws related to DignityMoves employees.

County's Representatives. Those persons designated and identified by County as its representatives shall represent County as its agent(s), and all written communications given to or by such representative(s) shall be deemed given to or by County. County's representatives may be changed from time to time by County by delivery of written notice thereof to DignityMoves.

Access to Work. County, DignityMoves and their respective officers, managers, members, representatives, agents and employees shall at all times have access to the Project and the Development Work wherever it is in preparation or progress.

Licensing. DignityMoves has advised County, and County acknowledges, that DignityMoves does not hold a Contractor's State License Board (CSLB) license. DignityMoves will obtain a business license with the City of Modesto.

2. Performance of the Development Work

Development Budgets.

- i. Approval of Development Budgets. The County has approved the preliminary Development Budget attached hereto as Exhibit C. DignityMoves shall advise COUNTY if DignityMoves determines that the amounts set forth in the applicable Development Budget will be exceeded. All material changes to the Development Budget shall be subject to County's prior written approval.
- ii. Conformity with Development Budget. DignityMoves shall use commercially reasonable and diligent efforts to enable the Development Work to be completed in conformity with the Development Budget making use of the Funding available therefor; provided, however, in no event shall DignityMoves (a) be required to extend credit or expend funds with respect to the Project or (b) be responsible for the payment of any amounts incurred in excess of the Development budget unless such amounts arise from the DignityMoves' gross negligence, willful misconduct or willful failure to perform its material obligations under this Agreement (beyond any applicable notice and cure period). County acknowledges that County approved changes to the Project scope will impact the Development Budget.

Project Schedule and Development Plan.

- i. Approved Project Schedule and Development Plan. DignityMoves and COUNTY will jointly agree upon the Project Schedule and Development Plan. The Proposed Project Schedule and Development Plan shall be updated regularly by DignityMoves. DignityMoves shall provide COUNTY or its designees such reports as either of them may reasonably request with respect to the progress of the Development Work and the status of the Development Budget and amounts of the Funding remaining in the Project Accounts. DignityMoves shall provide COUNTY with concurrent copies of Contractor's monthly applications for payment.
- ii. Delay. DignityMoves shall proceed with diligence to perform the Development Work in accordance with the Development Plan, the Development Schedule, and the Development Budget. If any delay in completion of the Development Work in accordance with the Project Schedule (or other applicable time period as specified herein) occurs due to an Unavoidable Delay, including any City or public agency processing delays, the Proposed Project Schedule shall be appropriately modified. DignityMoves shall not be liable for any costs, expenses, damages, losses, or lost profits arising from any delays except to the extent caused by DignityMoves' gross negligence, willful misconduct, or willful failure to perform its material obligations under this Agreement.
- iii. Notification by DignityMoves. After DignityMoves becomes aware that (i) any action or performance shown in the Project Schedule will be materially delayed beyond the start or completion date that is specified for such action or performance in the Proposed Project Schedule or (ii) any changes to the Development Plan are necessary or advisable, and at such other times as COUNTY may reasonably request, DignityMoves shall furnish to COUNTY proposed additional or revised schedules with variance explanations and/or revisions to the Development Plan and/or Project Schedule. If requested by COUNTY, DignityMoves shall submit a written remedial plan of action for recapturing such schedule slippage, together with supporting documentation, therefore. COUNTY shall review the proposal with DignityMoves and DignityMoves shall make any necessary revisions thereto as mutually agreed upon during the review.

Responsibilities of DignityMoves.

- i. General Responsibility. DignityMoves' general responsibility hereunder as COUNTY's development manager shall be to manage, arrange, supervise, and coordinate the planning, design, entitlement, permitting, development, construction, and completion of the Development Work, and to take such actions as COUNTY may reasonably request within the scope of DignityMoves' responsibilities in this Agreement. In furtherance of the foregoing, the Development Work is proposed to consist of the following: a 42 unit interim housing site constructed with modular units containing individual rooms for habitation, along with common bathrooms, administrative offices, dining facilities, laundry, and storage.

- ii. Project Approvals. DignityMoves shall work cooperatively with COUNTY to assist in coordinating the expeditious processing and procurement of any permits and approvals necessary for development of the Project on Property. The Project shall be developed in accordance with the terms and conditions of this Agreement and all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project. DignityMoves and COUNTY acknowledge that construction of the Project is expected to commence on August 16, 2024.
- iii. Construction Plans. DignityMoves has engaged the Architect to prepare construction plans for the Project (the “**Construction Plans**”), and together with the Architect and such Consultants and Subcontractors as Architect and DignityMoves deems necessary, shall cause to be prepared building and landscaping permit applications for the review and approval by the City in accordance with the Proposed Project Timeline attached hereto (which is subject to Unavoidable Delays and modification in accordance with this Scope of Work and reliant on prompt approval and input by the City of Modesto and the County, among other parties). DignityMoves shall be responsible for securing prompt review and comments by the City on any submissions of Construction Plans. DignityMoves shall inform COUNTY of the City’s comments, and the Architect shall instruct any Subcontractors or Consultants to submit each subsequent revision within thirty days of receipt of the City’s comments, to the extent reasonably practicable. As used herein “**Construction Plans**” means all construction documents upon which DignityMoves, the Architect, Contractor and any Subcontractors or Consultants shall rely in constructing the Project, and shall include, without limitation, the site development plan dated April 16, 2024 and attached hereto, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans and any modifications thereto shall be based upon the site plan and elevations approved by the City, and the approvals issued by the City for the Project and shall not materially deviate therefrom without the express written consent of City.
- iv. Construction Pursuant to Plans. DignityMoves shall oversee the development, design and construction of the Project as herein described, in accordance with the approved Construction Plans and all other permits and approvals granted by the City pertaining to the Project. COUNTY shall require of its Contractor(s), Subcontractor(s), employees and Consultants compliance with all directions, rules and regulations of any

fire marshal, health officer, building official or other officer of every governmental agency having jurisdiction over the Property or the Project. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable. DignityMoves shall have no responsibility for construction defects or any failure of the Project to conform to the approved Construction Plans.

- v. Construction Schedule. DignityMoves shall cause construction of the Project to be commenced by starting utility extensions, site preparation and foundation preparation (“**Commence Construction**”) in accordance with the Proposed Project Timeline attached hereto (which is subject to Unavoidable Delays and modifications in accordance with this Scope of Work and reliant on prompt approval and input by the City of Modesto and the County, among other parties), and COUNTY’s written notice to proceed. DignityMoves and the Architect shall cause construction of the Project to be diligently prosecuted to completion.
- vi. Bonds, Mechanic’s Liens and Stop Notices. DignityMoves shall instruct the Contractor to procure performance and labor and materials bonds from sureties acceptable to DignityMoves to ensure completion of the Improvements in the estimated amount of the costs. The Contractor shall keep the Property free from liens arising out of any work performed, materials furnished, or obligations incurred by the Contractor in the performance of its duties hereunder.
- vii. As-Built Plans. Upon completion of construction, DignityMoves shall request on behalf of COUNTY following the completion of the Improvements, either a set of marked-up as-built plans for the Improvements prepared by the Contractor, or alternatively a record drawing reflecting construction prepared by the Project Architect.
- viii. Use of Plans. The contracts secured and executed by COUNTY relating to design and construction of the Improvements shall provide, in form and substance reasonably satisfactory to DignityMoves, for the purpose of development of the Project.
- ix. Cost of Construction. The costs of designing, developing and constructing the Improvements of the Project and compliance with the Project approvals shall be paid from the Funding, which shall be made available pursuant to this Agreement to DignityMoves for its disbursement and application to the Contractor(s), Subcontractor(s), Consultants and other professionals contributing to the construction of the Project.
- x. Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and DignityMoves shall

refrain from discrimination on such basis

- xii. Compliance with Laws. DignityMoves and any other Contractor(s) and consultants engaged by DignityMoves pursuant to this Agreement to carry out the construction of the Project and all subsequent improvements, alterations and replacements, shall perform such construction in a first class and workmanlike fashion in accordance with the Construction Plans and in accordance with Applicable Laws.
- xiii. Ownership of Plans and Materials. COUNTY is the sole owner of all Plans and Specifications and all other materials, prepared in connection with the Project. Upon any termination of this Agreement, COUNTY shall retain sole custody of all such materials and DignityMoves shall return to COUNTY or destroy any and all copies of such materials upon request by COUNTY.
- xiv. Sufficiency of Project Funds. The Parties have agreed, and secured the understanding and agreement of COUNTY, that the amount of the funding, including BHBH funds and other funding sources, is anticipated to be sufficient to complete the Project, and the Parties will work cooperatively and in good faith to accomplish the same in accordance with the Development Budget and Project Schedule as the same may be modified from time to time. Should the amount of Funding be deemed insufficient, in DignityMoves's determination, to complete the Project in accordance with the Plans and Specifications and pursuant to the Project Schedule, DignityMoves and COUNTY shall meet and confer and either (a) identify and obtain sources of additional funding or (b) agree upon changes to either the Plans and Specifications or the Project Schedule, or both, in order to accomplish cost savings and efficiencies so that the Project can be completed with the available amount of the Funding and such additional funding.
- xv. Approvals and Requests for Consent. If at any time DignityMoves requests the approval of COUNTY with respect to any matter relating to the Project, COUNTY shall provide such approval or disapproval within five (5) Business Days of receiving written notice of such request of DignityMoves along with any documentation reasonably requested by COUNTY, and if COUNTY does not approve of such request within such five (5) Business Day period, then COUNTY shall be deemed to have disapproved such request.

Authority of Development Manager

General Authority. DignityMoves shall carry out and discharge the responsibilities and obligations of DignityMoves under this Agreement; provided, however, that DignityMoves shall have no right or authority, express or implied, to commit or otherwise obligate COUNTY in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by COUNTY.

Progress Meeting: Reporting Requirements

5.1 Progress Meetings. At COUNTY’s request, DignityMoves shall schedule and attend meetings with COUNTY to discuss the progress of the development and construction of the Project. At such meetings DignityMoves shall provide COUNTY with any updated Project Schedule, Development Budget and Development Plan required to be delivered by DignityMoves.

5.2 Third Party Information. DignityMoves shall furnish to COUNTY, from time to time, promptly after COUNTY’s request, a current list of all of Third Parties employed in connection with the Development Work.

5.3 Books and Records. Electronic copies of DignityMoves correct and complete books of account and business records in which all transactions respecting the Development Work shall be entered. Such accounts and records shall be kept by DignityMoves on an accrual basis and in all respects in a manner consistent with generally accepted accounting principles and practices consistently applied. DignityMoves shall preserve all such records and upon the expiration or earlier termination of this Agreement, shall deliver copies all such records to COUNTY upon request. Such books shall be open, upon reasonable (no less than three (3) days’ notice) at all reasonable times for inspection or copying by COUNTY and its agents, employees, members and representatives. The books shall be audited as directed by COUNTY.

Proposed Project Timeline

Pre-Design and Schematic Design	Complete by May 31, 2024
Review and Select Pre-Fab Vendor	Complete by June 7, 2024
Design Development	Complete by July 26, 2024
Construction Documents	Complete by July 26, 2024
Permit and Finalize Gross Maximum Price	Complete by August 16, 2024
Start Construction (18 weeks)	Start on or before August 16, 2024
Temporary occupancy approval received	Complete by December 20, 2024
Client moved in	Complete by December 24, 2024 (BHBH to confirm required date by EFR)
Construction Completed Certificate of Occupancy Received Close out complete	Complete by March 31, 2025

Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

B. COMPENSATION

1. DignityMoves shall be paid on a time and materials basis for full performance of the services specified under this Agreement that are in conformity with the approved program proposal and budget document under this Agreement. The County agrees to pay DignityMoves an amount not to exceed \$3,023,037, including without limitation the cost of any labor, materials, subcontractors, consultants, professionals, consultants, or experts, retained by DignityMoves to perform or assist in the performance of its work under this Agreement.
2. The project cost is detailed in the proposed compensation disbursement table below:

	May	June	July	August	September	October	November	December	January	2025 February	March	SUB
Percentage of Disbursement	25.0%	15.0%	15.0%	15.0%	12.0%	5.0%	3.0%	2.5%	2.5%	2.5%	2.5%	100.0%
Amount	\$ 755,759.24	\$ 453,455.54	\$ 453,455.54	\$ 453,455.54	\$ 362,764.44	\$ 151,151.84	\$ 90,691.11	\$ 75,575.93	\$ 75,575.93	\$ 75,575.93	\$ 75,575.93	\$ 3,023,037.00

The proposed compensation disbursement table is subject to revisions, as approved by both County and DignityMoves.

3. Payment will be made subject to receipt of an approved requisition for payment from DignityMoves specifying and certifying that such expenses are in conformance with this Agreement, and that DignityMoves is entitled to receive the amount requisitioned under the terms of this Agreement. Within 30 days of receipt of invoice.
4. Contractor shall submit requisition for payment electronically to AccountingBhrs@stanbhhs.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services (COUNTY)
 PO Box 3211
 Modesto, CA 95350
 Attention: Accounts Payable

C. FUNDING

If, during the time this Agreement is in effect, sufficient funds are not allocated to County or Behavioral Health and Recovery Services to allow for a continuation of this Agreement, County may, at its sole discretion, terminate this Agreement without penalty from or further obligation to Contractor. If County elects to terminate the Agreement under this provision, Contractor shall have no further obligation to County.

D. TERM

Services shall commence on April 1, 2024, and continue through March 31, 2025.

Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

EXHIBIT B

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk (Course of Construction)** insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor’s insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire against the County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors-

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best’s rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United

Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety,

authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

DRAFT

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

_____ Exempt from Auto – By initialing, I certify Contractor’s officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

_____ Exempt from WC – By initialing, I certify Contractor is exempt from providing workers’ compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Vendor Name: _____

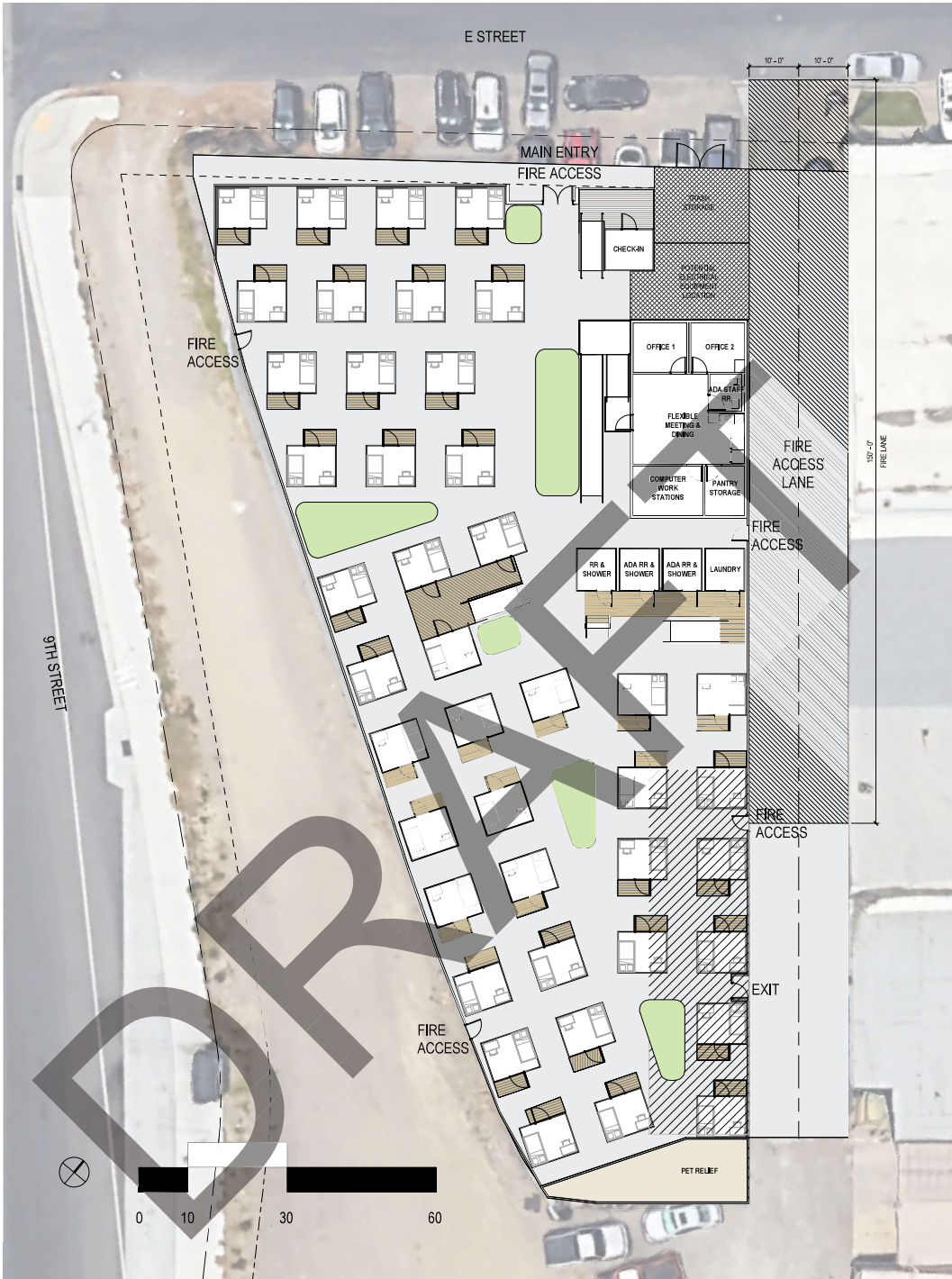
DRAFT

Attachment: DRAFT Agreement (BHRS Dignity Moves Interim Housing)

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: _____ Date: _____



Attachment: DRAFT Agreement (BHRS DignityMoves Interim Housing)

PROPOSED SITE PLAN DIAGRAM SUBJECT TO CHANGE BASED ON EXISTING CONDITIONS. CIVIL SURVEY NOT PROVIDED AT TIME OF TEST FIT. VERIFICATION OF INTERIOR DIMENSIONS OF UNIT AND SPACING REQUIREMENTS WILL NEED TO BE VERIFIED BY AUTHORITY HAVING JURISDICTION, VALIDITY OF SITE PLAN AND UNIT LOCATION QUANTITY CONTINGENT ON FIRE/BUILDING DEPARTMENT AS WELL AS OTHER APPLICABLE ENFORCING AGENCIES.

RESIDENCES: 42 BEDS / OCCUPANTS

B.O.D.: BOSS CUBE 85

TYPICAL SINGLE ROOM: 39 BEDS
> 70 SQFT INTERIOR AREA, PER ROOM

ACCESSIBLE SINGLE ROOM: 3 BEDS (7%)
> 70 SQFT INTERIOR AREA, PER ROOM

6' SPACING - SIDE AND REAR, 10' SPACING - FRONT

SUPPORT SERVICES

AMENITY BUILDING - WILLSCOT TRAILER

- 2 OFFICES
- 1 PANTRY/STORAGE
- 1 COMPUTER WORK STATION
- 1 FLEXIBLE MEETING & DINING
- 1 STAFF RR

CHECK-IN BUILDING - BOSS CUBE 85

WET BUILDINGS - BOSS CUBE (1HR FIRE RESIST)
3 RR & SHOWER (1:14), 1 LAUNDRY

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Assessor

BOARD AGENDA:5.B.8
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Retroactive Amendment 1 to a Master Services Agreement Between CoreLogic Solutions, LLC for the Integration of Marshal and Swift Commercial Data from September 1, 2023 to August 31, 2026

STAFF RECOMMENDATION:

1. Approve retroactively Amendment 1 to the agreement with CoreLogic Solutions, LLC in the amount of \$22,136 for the period of September 1, 2023, to August 31, 2026.
2. Authorize the General Services Agency/Purchasing Agent, or designee, to sign and execute the retroactive Amendment 1 to the agreement with CoreLogic Solutions, LLC in the amount of \$22,136 for the period of September 1, 2023, to August 31, 2026, for the integration of Marshal and Swift Commercial data.

DISCUSSION:

In October 2020, Stanislaus County entered into an agreement with CoreLogic Solutions, LLC to facilitate the integration of Marshal and Swift commercial/industrial cost data into the Assessor's commercial/industrial valuation program. This integration serves the purpose of developing replacement and depreciated cost values for commercial and industrial structures.

The original agreement covered the period from September 1, 2020, to August 31, 2023. Despite the Department's efforts to collaborate with the vendor before the original agreement's end, the amendment was received after the original agreement's expiration. Therefore, due to the requirements of both the vendor and the County, Amendment 1 to the agreement is being brought before the Board retroactively.

Following the lapse of the original agreement, CoreLogic Solutions, LLC has continued to provide the integration of Marshal and Swift cost data into the valuation program. The CoreLogic application performs several critical functions in the valuation of commercial and industrial properties. These services are essential to the Assessor's ability to complete the 2024 assessment roll within the next two months.

To ensure smooth and more timely agreement renewals in the future, the Department will initiate proactive communication with vendors well in advance of contract expirations. The communication will also emphasize the importance of adhering to the County's established procurement timetable and policies.

By approving this retroactive Amendment 1 to the agreement, the Board of Supervisors ensures continuity of service and grants the necessary purchasing authority to process payment for services rendered. This ensures efficient public services by facilitating a fair and accurate assessment roll. The retroactive Amendment 1 to the agreement will commence upon signing and extend through August 31, 2026.

POLICY ISSUE:

Departments are prohibited from entering into retroactive agreements. However, the Board of Supervisors may authorize the General Services Agency/Purchasing Agent, or designee, to sign and execute such retroactive agreements.

FISCAL IMPACT:

The Department has sufficient appropriations of \$7,242 for the annual cost of the CoreLogic application for Fiscal Year 2024. The Assessor's 2025 Proposed Base Budget includes an annual cost of \$7,376, and an annual cost of \$7,518 will be included in the 2026 Budget. The total cost for the three-year term of the agreement is \$22,136.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services*, by providing the Department with continued access to the industry's most extensive, up-to-date, and objectively validated replacement cost data, to be used in the valuation of commercial and industrial properties.

STAFFING IMPACT:

Implementation will be administered by existing staff. There are no additional staffing impacts associated with the approval of this agenda item.

CONTACT PERSON:

Don H. Gaekle, Assessor

(209) 525-7621

ATTACHMENT(S):

1. Amendment 1

AMENDMENT 1
TO
STATEMENT OF WORK NO. 1

THIS AMENDMENT 1 ("AMENDMENT") is between MARSHALL & SWIFT/BOECKH, LLC, a service-providing affiliate of CoreLogic Solutions, LLC, ("MSB") and STANISLAUS COUNTY ASSESSOR ("Customer") (collectively, the "Parties", or individually, a "Party"). This Amendment amends Statement of Work No. 1 between the Parties dated September 1, 2020 (the "SOW") and is subject to the Master Services Agreement ("MSA") dated September 1, 2020 and the Licensing Addendum or Data and Analytics Licensing Addendum, as applicable ("Addendum") dated September 1, 2020 between CoreLogic Solutions, LLC and Customer and all subsequent amendments, exhibits, or attachments thereto. All of the foregoing, including this Amendment, are collectively the "Agreement". This Amendment is effective as of September 1, 2023 (the "Amendment Effective Date"). The Parties agree as follows:

1. The term of this SOW is hereby extended for 36 months, commencing on September 1, 2023 and ending on August 31, 2026.
2. The fee table in Section I (SERVICES, DELIVERY & FEES) is amended to include the following:

Services	SKU #	Sept. 1, 2023 to Aug. 31, 2024	Sept. 1, 2024 to Aug. 31, 2025	Sept. 1, 2025 to Aug. 31, 2026
Marshall & Swift® Valuation Platform Commercial ("MSVP Com") (CD) (up to 6,000 parcels)	MSVP-COMM-SQL-L	\$2,232.00	\$2,366.00	\$2,508.00
Marshall & Swift® Valuation Platform Online Commercial ("MSVPO Com")	MSVPO-COMM-L	Included	Included	Included
Right-To-Use ("RTU") Commercial	MVP-RTU-COM-L	Included	Included	Included
Right-To-Integrate ("RTI") Commercial	MVP-FEE COM-L	\$5,000.00	\$5,000.00	\$5,000.00
Shipping and Handling	N/A	\$10.00	\$10.00	\$10.00
TOTAL:		\$7,242.00	\$7,376.00	\$7,518.00

3. This Amendment does not constitute an offer by MSB and will not be effective until signed by both Parties.
4. Capitalized terms used without definition have the meanings ascribed to them in the Agreement.
5. Except as amended above, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto through their duly authorized representatives as of the Amendment Effective Date.

STANISLAUS COUNTY ASSESSOR

By: _____
 Authorized Signature

Name: _____

Title: _____

Date: _____

MARSHALL & SWIFT/BOECKH, LLC

Mikhail Palatnik
 By: Mikhail Palatnik (Apr 9, 2024 13:33 CDT)
 Authorized Signature

Name: Mikhail Palatnik

Title: SVP - Product Management

Date: Apr 9, 2024

Attachment: Amendment 1 (CoreLogic - Tyler Integration - Retro Contract)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS


BUSINESS NAME

By: _____
Andrew Johnson,
GSA Director/Purchasing Agent
"County"

By: _____
Name, Title
"Consultant"

SEE PAGE 1

APPROVED AS TO CONTENT:
Department of Assessor


By: Don Gaekle (Apr 9, 2024 10:02 PDT)
Don H. Gaekle, Assessor

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

Lori Sicard
By: Lori Sicard (Apr 9, 2024 10:05 PDT)
Lori Sicard Deputy County Counsel

V:\DATA\PUBLIC\Counsel\CONTRACT\PROF-SERV Agmt.vpd

Attachment: Amendment 1 (CoreLogic - Tyler Integration - Retro Contract)



Certificate Of Completion

Envelope Id: 3F69170264214481B1324406140185ED Status: Sent
Subject: Complete with DocuSign: Stanislaus County Assessor SOW 1 MSB Re-Gov Amend 1 (MSVPO Com) 2023-09...
SR Number:
RPS Transaction Type:
Strategic Contracting Group:
Source Envelope:
Document Pages: 2 Signatures: 0 Envelope Originator:
Certificate Pages: 4 Initials: 0 Sandra Barrington
AutoNav: Enabled 40 Pacifica, Suite 900
Irvine, CA 92618
Envelopeld Stamping: Enabled sbarrington@corelogic.com
Time Zone: (UTC-06:00) Central Time (US & Canada) IP Address: 136.226.84.90

Record Tracking

Status: Original Holder: Sandra Barrington Location: DocuSign
4/8/2024 4:53:49 PM sbarrington@corelogic.com

Table with 3 columns: Signer Events, Signature, Timestamp. Includes details for Mikhail Palatnik, Marshall & Swift Boeckh, LLC, and electronic record disclosure information.

Table with 3 columns: In Person Signer Events, Editor Delivery Events, Agent Delivery Events, Intermediary Delivery Events, Certified Delivery Events, Carbon Copy Events. Includes a 'COPIED' stamp and details for Richard Wagner.

Table with 3 columns: Witness Events, Notary Events, Envelope Summary Events, Payment Events, Electronic Record and Signature Disclosure.

Attachment: Amendment 1 (CoreLogic - Tyler Integration - Retro Contract)

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CoreLogic, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CoreLogic, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sscdealreq.dfw.tx@corelogic.com

To advise CoreLogic, Inc. of your new email address

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CoreLogic, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CoreLogic, Inc. during the course of your relationship with CoreLogic, Inc..

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Treasurer / Tax Collector

BOARD AGENDA:5.B.9
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Acceptance of the Stanislaus County Treasury Pool Investment Fund Audit for the Year Ending June 30, 2023

STAFF RECOMMENDATION:

1. Accept the Stanislaus County Treasury Pool Investment audit for the fiscal year ended June 30, 2023, prepared by CliftonLarsonAllen LLP (CLA), Certified Public Accountants.

DISCUSSION:

Treasury Oversight Committee Audit

In 1995, State Law mandated each county and city to establish a Treasury Oversight Committee. The purpose of the Treasury Oversight Committee is to review and monitor the Treasury Pool Investment Policy and reporting. The Treasury Oversight Committee must meet certain requirements and conditions placed on members under this legislation. In 1996, the Board of Supervisors passed a resolution to establish the Stanislaus County Treasury Oversight Committee, its membership, member terms, organizational structure, powers, and duties.

Pursuant to the change in California Government Code Section 27131 in 2004, the establishment of a County Treasury Oversight Committee is now optional, and no longer mandatory. However, it is recommended that Stanislaus County maintain its Treasury Oversight Committee functionality as an added layer of oversight and transparency to the compliance of investment policies and government code.

An annual audit of the Treasury Pool verifying compliance with State law and the investment policy is required by California Government Code Section 27134. CliftonLarsonAllen LLP (CLA), Certified Public Accountants, has prepared the audit for the fiscal year ending June 30, 2023.

The Treasury Pool audit was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and included examining evidence of compliance. The independent auditors found that Stanislaus County complied, in all material respects, with the aforementioned investment compliance requirements for the fiscal year ended June 30, 2023.

POLICY ISSUE:

In accordance with Government Codes Sections 27131 and 27132, the Board of Supervisors established the Treasury Oversight Committee to review and monitor the Treasury Pool Investment Policy and regular reporting thereof. Pursuant to Government Code Section 27134, the Treasury Oversight Committee shall cause an annual audit to determine compliance with State law and policy.

FISCAL IMPACT:

The Treasury Pool investment funds audited as of June 30, 2023, at market value, were \$2,511,772,084. The cost of the audit report is \$4,500. Costs associated with this audit were funded in the Treasurer-Tax Collector's 2024 Adopted Budget. No budget adjustments are required in conjunction with this item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services* by providing transparency and conformity to policy through the evaluation of independent auditors.

STAFFING IMPACT:

Existing Treasurer-Tax Collector staff assist in preparing all necessary documentation for the audit.

CONTACT PERSON:

Dolores Sarenana, Assistant Treasurer-Tax Collector (209) 525-6400

ATTACHMENT(S):

1. 2023 Treasury Pool Investment Audit Report

STANISLAUS COUNTY
TREASURY OVERSIGHT COMMITTEE EXAMINATION
INDEPENDENT ACCOUNTANTS' REPORT

FOR THE YEAR ENDED
JUNE 30, 2023

Attachment: 2023 Treasury Pool Investment Audit Report [Revision 2] (Treasury Pool Investment Fund Audit)



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CliftonLarsonAllen LLP
CLAAconnect.com

INDEPENDENT ACCOUNTANTS' REPORT

Members of the Treasury Oversight Committee
Stanislaus County
Stanislaus County, California

We have examined the Treasurer of the County of Stanislaus' (the County Treasurer) assertion that the County complied with the requirements in accompanying Note 2, California Government Code of Regulations, for the fiscal year ended June 30, 2023. The County Treasurer is responsible for its assertion. Our responsibility is to express an opinion on the County Treasurer's assertion about the County's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material aspects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the County's compliance with specified requirements.

In our opinion, the County Treasurer's assertion that the County of Stanislaus complied, with the requirements listed in accompanying Note 2, California Government Code of Regulations, is fairly stated, in all material respects.

This report is intended solely for the information and use of the Board of Supervisors, Treasury management and the County Treasury Oversight Committee and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Roseville, California
November 17, 2023

**STANISLAUS COUNTY
TREASURY OVERSIGHT COMPLIANCE EXAMINATION
JUNE 30, 2023**

NOTE 1 - BACKGROUND AND GENERAL

In 1995, the California legislature passed provisions requiring each county and city establish an oversight committee of 3 to 11 members representing various organizations (The pool of organizations was also specified in the legislation). The purpose of this committee was to oversee the policies that guide the investment of public funds. The committee was not to impinge on the day-to-day operations of the County Treasurer, but rather to review and monitor the County Treasurer's investment policy and reporting. Some counties dissolved their Treasury Oversight Committees when they became optional as a result of new legislation, but other committees have continued to operate, providing ongoing oversight and monitoring compliance with state requirements.

COMMITTEE MEMBERS FISCAL YEAR 2022-2023

<u>Member Name</u>	<u>Organization Representing</u>
Julie Betschart	Deputy Superintendent
Kashmir Gill	County Auditor-Controller
Donna Riley	Treasurer, Tax Collector
Dolores Sarenana	Assistant Treasurer Tax Collector
Angie Valdez	Executive Assistant
Fatima Seward	VP/Sr. Relationship Manager

**STANISLAUS COUNTY
TREASURY OVERSIGHT COMPLIANCE EXAMINATION
JUNE 30, 2023**

NOTE 2 - CALIFORNIA GOVERNMENT CODE OF REGULATIONS

The County of Stanislaus Treasurer asserts compliance with the following investment compliance requirements as presented in the California Government Code of Regulations:

Title 3, Division 2, Part 3, Chapter 5, Article 6

County Treasury Oversight Committee

27130 - The Legislature finds and declares that local agencies, including school districts, should participate in reviewing the policies that guide the investment in those funds; by pooling deposits from local agencies and other participants, the county treasuries operate in the public interest by consolidating banking and investment activities, reducing duplication, achieving economies of scale, and carrying out coherent and consolidated investment strategies; and the creation of a county Oversight Committee will promote public interest by involving depositors in the management of their funds and by enhancing the security and investment return on their funds by providing a more stable and predictable balance for investments by establishing criteria for withdrawal of funds.

27131 - The Board may establish an Oversight Committee that consists of from three to eleven members.

27132 - The Oversight Committee shall consist of members appointed from the following: County Treasurer, County Auditor, Auditor-Controller or Finance Director; representative appointed by the Board; County Superintendent of Schools or Designee; representative selected by a majority of the presiding officers of the governing bodies of the school or community college districts; a representative selected by a majority of the presiding officers of the legislative bodies of the special districts; up to five other members of the public who either have expertise or academic background in finance or are economically diverse and bipartisan in political registration.

27132.1 - The Oversight Committee members may not be employed by an entity that has contributed to the campaign of a candidate for the office of local treasurer or to the campaign of a candidate to be a member of a legislative body of any of local agency that has deposited funds in the County Treasury in the previous three years or during the period that the employee is a member of the Oversight Committee.

27132.2 - The Oversight Committee members may not directly or indirectly raise money for a candidate for local treasurer or a member of the governing board of any local agency that has deposited funds in the County Treasury while a member of the Oversight Committee.

27132.3 - The Oversight Committee members may not secure employment with bond underwriters, bond counsel, security brokerages or dealers, or with financial services firms during the period that the person is a member of the committee or for one year after leaving the Oversight Committee.

**STANISLAUS COUNTY
TREASURY OVERSIGHT COMPLIANCE EXAMINATION
JUNE 30, 2023**

NOTE 2 - CALIFORNIA GOVERNMENT CODE OF REGULATIONS (CONTINUED)

27132.4 - The Oversight Committee meetings shall be open to the public and be subject to the Ralph M. Brown Act.

27133 - The County Treasurer shall annually prepare an investment policy that will be reviewed and monitored by the Oversight Committee, including the following: authorized investments; maximum security term; brokers and dealers' selection; limits on the receipt of gifts; investment report; cost calculation and apportionment policy; deposit terms and conditions; and funds withdrawal criteria.

27134 - The Oversight Committee shall require an annual audit to be conducted to determine the County Treasurer's compliance with the investment compliance requirements presented in the California Government Code of Regulations, Article 6, Sections 27130 through 27137, and set forth in this schedule.

27135 - The County shall absorb costs in complying with the investment compliance requirements.

27136 - The County Treasurer shall evaluate each proposed withdrawal of funds for the purpose of investing or depositing those funds outside the County Treasury pool in accordance with the withdrawal policy.

27137 - The Oversight Committee shall not direct individual investment decisions; select individual investment advisors, brokers, or dealers; or impinge on the day-to-day operations of the County Treasury.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAGlobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Environmental Resources

BOARD AGENDA:5.B.10
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Apply for, Enter Into and Sign Agreements for the Farm and Ranch Solid Waste Cleanup and Abatement Grant

STAFF RECOMMENDATION:

1. Authorize the Director of Environmental Resources, or their designee, to apply for and, if awarded, accept the Farm and Ranch Solid Waste Cleanup and Abatement Grant Cycle 82 from the California Department of Resources Recycling and Recovery, in an amount not to exceed \$200,000.
2. Authorize the Director of Environmental Resources, or their designee, to enter into and sign the grant agreements, related documents, and any amendments for the Farm and Ranch Solid Waste Cleanup and Abatement Grant Cycle 82 from the California Department of Resources Recycling and Recovery, in an amount not to exceed \$200,000.
3. Adopt a resolution authorizing the Director of Environmental Resources, or their designee, to apply for the Farm and Ranch Solid Waste Cleanup and Abatement Grant Cycle 82.

DISCUSSION:

Illegal dumping is a pervasive problem in California, and Stanislaus County is not immune from this issue. Rural in nature, farms and ranches comprise much of the landscape of Stanislaus County and are the prime targets for illegal dumping. Rural property owners frequently wake up to debris and waste left behind illegally by the public, who likely assume the property owner will eventually remove these eyesores. Many of these dumpsites are often in the right-of-way on public roads adjacent to farms and ranches, which offer easy access for illegal dumping. Rural property owners often lack the work force, time and economic means to keep up with the cleanup of these dumpsites. If the illegally dumped material is left unattended it will likely only exacerbate this issue. Farmers and concerned residents will then request that the County abate these dumpsites.

County cleanup crews are frequently tasked with the cleanup and disposal of illegal dumpsites and the County incurs costs for their labor and the disposal of the illegally dumped material. The California Department of Resources Recycling and Recovery (CalRecycle) recognizes illegal dumping is problematic and has created the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program (FR). The FR grant

program focuses on providing funding to non-charter cities, resource conservation districts, federally recognized Native American tribes, and counties (Groups) for the cleanup and abatement of the illegal dumpsites on all agricultural zoned parcels.

The FR grant is eligible for farm and ranch properties defined in Title 14 California Code of Regulations (CCR) Section 17991(d) as *“A piece of property, publicly or privately owned, that is used for rangeland or agricultural activities such as, but not limited to, commercial livestock and crop production, horticulture, aquaculture, silviculture, floriculture, vermiculture and viticulture. Farm or ranch property need not have active sales or production, but shall be appropriately zoned, or otherwise authorized for agricultural activities. Farm or ranch property includes appurtenant easements or right-of-ways such as, but not limited to, public roads and utilities.”*

The FR grant funds Groups with identified agricultural sites slated for cleanup and abatement. The Department of Environmental Resources (Department) is advocating spending these funds, if awarded, on the cleanup of illegal dumpsites on the right-of-way, alongside public roads, and adjacent to farm and ranch sites in the unincorporated area of the County. Discussions between the Department and CalRecycle's staff indicate that the FR program may be applicable to the Department's plan for the use of FR grant funds.

The Department is seeking funding for abatement costs incurred from the cleanup of illegal dumpsites within agricultural zones. The Department will use these funds, if granted, to remove dumpsites from farm and ranch parcels within the agricultural zones of the County using existing Solid Waste and Landfill roadside cleanup staff. FR funds may also reimburse the Department for disposal fees associated with the illegally dumped materials from these specific cleanup activities. Illegal garbage disposal complaints received by the Department will be assessed using Geographic Information System (GIS) mapping to determine whether, or not, the parcels are zoned for agriculture and eligible through the FR grant. Eligible cleanup sites will be specifically assigned to Solid Waste or Landfill Division staff and tracked for reimbursement. The Department will be responsible for logging and reporting all labor, mileage, and dumping fees at the Fink Road Landfill in an effort to receive reimbursement for site cleanups. The cost of the FR program is estimated to be \$160,000. This estimated cost was calculated using the prescribed CalRecycle worksheet. The worksheet includes the weighted labor rates for the Department's cleanup crews, equipment costs, and disposal fees at the Fink Road Landfill. The awarded amount for the FR grant is limited to \$50,000 per cleanup or abatement, with a limit of \$200,000 per year for each eligible applicant. The FR grant is competitive, and funding is not guaranteed.

The Department requests that the Board of Supervisors approve the submittal of an application for the FR grant and adopt the required grant resolution, provided as Attachment 1.

POLICY ISSUE:

CalRecycle grant procedures require the County's Board of Supervisors to declare by resolution that the County has authorization to apply for, enter into, and sign the grant agreement.

FISCAL IMPACT:

The Department is applying for an award of up to \$200,000 from the CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program Cycle 82. If awarded, the funds will be used in Fiscal Years 2025 and 2026. If the funds are awarded in the current fiscal year, there are sufficient appropriations in the 2024 Adopted Budget for use of these funds in this fiscal year. If the funds are awarded in the next fiscal year, appropriations and estimated revenues matching the awarded amount will be included in the Fiscal Year 2025 Adopted Budget or a subsequent quarterly budget adjustment interval.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priorities of *Enhancing Community Infrastructure* by the clean-up and removal of illegally disposed waste in the agriculture zoned areas in the unincorporated areas of the County.

STAFFING IMPACT:

The activities required by the FR grant will be carried out by the Department's existing Solid Waste and Landfill Division staff. The grant will help fund labor costs and disposal fees from the eligible Farm and Ranch cleanup activities. No additional staffing will be required to meet the terms of the FR grant.

CONTACT PERSON:

Robert Kostlivy, Director of Environmental Resources Telephone: 209-525-6768
Will Richards, Solid Waste Division Manager Telephone: 209-525-6740

ATTACHMENT(S):

- 1. Farm and Ranch CalRecycle Grant Resolution
- 2. Terms and Conditions
- 3. Procedures and Requirements

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date:

THE FOLLOWING RESOLUTION WAS ADOPTED:

Attachment: Farm and Ranch CalRecycle Grant Resolution (Farm and Ranch Cleanup Grant Cycle 82)

Exhibit A

Terms and Conditions

Farm and Ranch Solid Waste Cleanup and Abatement Grant Program Fiscal Year 2023–24

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
 - "Director" means the Director of CalRecycle or his or her designee.
 - "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
 - "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
 - "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the state to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the Section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

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

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.

- (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Expatriate Corporations

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or

resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

Landowner Compensation for Labor

CalRecycle will not compensate a landowner for the cost of the landowner's own labor, or the labor of the landowner's immediate family members (parents, spouse, children, and siblings) in performing work necessary to clean up the landowner's property. This includes situations in which the landowner is a licensed contractor and/or owns a company or an interest in a company licensed or qualified to perform work needed to clean up the property.

Licensed Contractors

In the performance of this Agreement, the grantee shall use licensed, permitted, and/or registered contractors for all work and/or services for which a license is required by local, state, or federal statute, ordinance or regulation. Such services include, but are not limited to, earthwork and paving (16 CCR § 832.12), fencing (16 CCR § 832.13), landscaping (16 CCR § 832.27), sign installation (16 CCR § 832.61 subcategory D42), construction clean-up (16 CCR § 832.61 subcategory D63), land clearing (16 CCR § 832.61 subcategory D19), waste tire facility operators (14 CCR § 18420; PRC § 42820 et seq.) and waste tire haulers (14 CCR §§ 18454, 18455; PRC § 42951).

Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or

(ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies, including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

National Labor Relations Board Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of

CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans, and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's ten percent (10%) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personal Jurisdiction

The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

Personnel Costs

If there are eligible costs pursuant to the Procedures and Requirements (Exhibit B), any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of

whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle’s Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for 90 days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



July 2023

Department of Resources Recycling and Recovery

Exhibit B

Procedures and Requirements Farm and Ranch Solid Waste Cleanup and Abatement Grant Program

Cycles 79, 80, 81, and 82 Fiscal Year 2023–24

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities

Attachment: Procedures and Requirements (Farm and Ranch Cleanup Grant Cycle 82)

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements. This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

Notice to Proceed (NTP) Date: Grant Term and Grant Performance Period Begin on date indicated in the Notice to Proceed

August 6, 2026 (Pilot Program participants): Deadline to submit the remainder of application documents for site approval

March 2, 2026 – March 31, 2026: Final Report and Final Payment Request Preparation Period

April 1, 2026: Final Report and Final Payment Request Due

April 1, 2026: Grant Term End

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee requests reimbursement.
- **Reports tab:** Grantee uploads required reports.
- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.
- **Sites tab:** Shows approved project sites.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the "Allow Access" check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](https://www.calrecycle.ca.gov/Funding/Unreliability/) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

Grant Term

The Grant Term begins on the date of the Notice to Proceed (NTP) email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on April 1, 2026. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the NTP date or after the end date are not eligible for reimbursement.

- Previously Remediated Site Grantees and Pilot Program Grantees have different or additional grant term instructions they must follow (see below).

The Final Report and final Payment Request are due on April 1, 2026. CalRecycle recommends reserving the period from March 2, 2026 to March 31, 2026 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier. **Cost incurred to prepare the Final Report and Final Payment Request are only eligible for reimbursement during the Grant Term.**

Previously Remediated Site Grantees

Grantees with previously remediated sites may be eligible for reimbursement on costs that are incurred prior to the date on the Notice to Proceed (NTP).

- Grantees cannot be reimbursed for time spent completing the application.

Pilot Program Grantees

In addition to the Notice to Proceed, further approval is required for sites submitted under the pilot program before cleanup may begin.

- Grantees must not incur any 'cleanup costs' until the Site Approval Form has been received (some administration costs may be permissible).

Site Approval (Form)

Pilot Program grantees must submit the following documents for each site by August 6, 2024:

- Budget Form
- Land Use/Zoning Designation
- Photographs
- Property Access Authorization and Non-Responsibility Affidavit
- Site Characterization Form
- Vicinity Map
- Work Plan Form

Use the "CalRecycle Documents" section in the accompanying *Application Guidelines and Instructions* resource document to determine what constitutes each item. All forms listed above can be downloaded from the [CalRecycle Grant Forms webpage](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

Submit items by email to the Grant Manager or upload them to the Documents tab (see Accessing the Grant section). If uploading items, notify the Grant Manager upon completion.

The Grant Manager will send a Site Approval Form by email upon approval of the site, then cleanup may begin.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts when the grantee receives a Notice to Proceed from CalRecycle and ends on April 1, 2026. Grantees with “previously remediated sites” and those part of the “pilot program” have different or additional grant term instructions they must follow; see “Grant Term” for additional information.

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget.

To be eligible for reimbursement, costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term. All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- Removal and disposal of solid waste, tires, and related actions (marijuana grow sites and homeless encampments included).
- Recycling (used oil, automotive batteries, tires, etc.).
- Removal of Chlorofluorocarbons (CFC’s) from appliances.
- Equipment rental and fuel .
- Mileage of up to 62.5 cents per mile (or the current rate in the State Administrative Manual).
 - Mileage for cleanup-related activities only
- Drainage control and grading improvement.
- Slope and foundation stabilization.
- Excavation.
- Revegetation to stabilize an area disrupted by remediation.
- Compost and/or mulch (<https://www.calrecycle.ca.gov/organics/compostmulch>)
 - Cost must be incidental to the cost of the cleanup.
- Site security (gates, fencing protective/restrictive barriers, real/fake cameras, etc.)
 - Up to 15 percent (15%) of the grant funds expended.
 - Approval of more than this may be granted with appropriate justification.
 - Illegal Dumping Resources Toolbox Illegal Dumping Resources Toolbox^(OBJ) (<https://www.calrecycle.ca.gov/IllegalDump/>) available if needed.
- Public education/outreach.
 - Must accompany one or more remedial actions listed above.
 - Messaging must encompass illegal dumping.
 - Cost must be incidental to the cost of the cleanup.
- Personnel costs for grant management, and the preparation of reports and payment requests.

Administrative Costs

Administrative costs are often considered indirect costs, which are costs not capable of being assigned, or not readily itemized to a particular project or activity but considered necessary for grant performance and general business/organization operation. Examples include, but are not limited to; a portion of rent, utilities, telephone bill, costs of operating/maintaining facilities, accounting services, administrative salaries, and/or indirect supervisory roles. Charge direct supervision under “Personnel”. As applicable, note [Personnel Expenditure Summary form \(CalRecycle 165\)](#) [<https://www.calrecycle.ca.gov/Funding/Forms/>] or an equivalent.

The “Administrative Costs” category is one of the five ‘Budget Categories’ that make up the Budget Form(s) and Budget Tab. As needed, reference the accompanying *Application Guidelines and Instructions* resource document for more information.

As a reminder, administrative costs shall not exceed seven percent (7%) of the ‘direct’/approved costs its takes for cleanup.

Reference the “Budget Form” section in the accompanying *Application Guidelines and Instructions* resource document for the calculated breakdown.

Waste Tire Hauler

State law requires every person who transports 10 or more used/waste tires to hold a valid waste tire hauler registration, and comply with the provisions of the statewide [Used and Waste Tire Manifest Program](#) (<https://www.calrecycle.ca.gov/Tires/Haulers/>) managed by CalRecycle.

To locate a registered waste tire hauler in your area, visit our [website](#) (<https://www2.calrecycle.ca.gov/Tires/Facilities/Search/>).

Generally Accepted Accounting Principles

The grantee's claimed Administrative costs must be consistent with Generally Accepted Accounting Principles (Accounting Principles). The grantee must uniformly apply the Accounting Principles to both grant-related activities and non-grant related activities. It is highly recommended that the Finance and/or Accounting Department verify compliance with this provision as this may be an audit inquiry. Retain your grant records for audit purposes.

- Direct costs shall not be included as Administrative costs.
- Supervision by Managers and Supervisors of personnel whose activities are directly related to the cleanup project can be included as Administrative costs but do not qualify as a direct charge to the grant. However, if a Manager or Supervisor performs an activity that is directly related to the performance of the grant (not supervision), costs associated with this activity may be included as a direct charge (personnel cost). Any such activity must be clearly supported by appropriate documentation.
- All Administrative costs must be explained/justified and verified with supporting documentation.

Costs Reminder

It is the grantee's responsibility to ensure that all costs are eligible and appropriate by reviewing all documents, letters, e-mails, and other information updates supplied by CalRecycle, and to consult with the Grant Manager before incurring costs.

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to the approved grant project/Work Plan(s) are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the date that CalRecycle sends the Notice to Proceed email or after April 1, 2026.
 - Previously remediated site and those that are part of the Pilot Program have different or additional instructions they must follow.
- Pilot Program grantees: cleanup costs incurred prior to receiving a Site Approval Form (checklist).
- Any costs incurred for conditions for which the property owner(s), any resident, invitee, licensee, lessee, or person the property owner(s) purchased from or inherited from was responsible. (Refer to the "Eligible Projects" section in the accompanying *Application Guidelines and Instructions* resource document.)
- Administrative (indirect) costs more than seven percent (7%) of the approved total cleanup costs expended. (Refer to the "Budget Form" section in the accompanying *Application Guidelines and Instructions* resource document.)
- Costs currently covered by another CalRecycle funded loan, grant, or contract.
- Goods and services paid for with grant funds that are received after April 1, 2026.
- Profit or mark-up by the grantee.
- Wages paid to a landowner for time spent cleaning up his/her own property.
- Purchase or lease of land.
- Cell phones, personal electronic assistance devices, and similar electronic and telecommunications devices, etc.
- Clothing or footwear.
- Removal, abatement, cleanup, or otherwise handling of "[hazardous substances](https://www.govinfo.gov/content/pkg/USCODE-2018-title42/html/USCODE-2018-title42-chap103-subchapl-sec9601.htm)" (<https://www.govinfo.gov/content/pkg/USCODE-2018-title42/html/USCODE-2018-title42-chap103-subchapl-sec9601.htm>) [as defined in 42 U.S.C. Section 9601 (14)];
 - Incidental amounts may be permissible. This can be paid for with other funds.
- Transportation costs of used/waste tires hauled by an unregistered tire hauler.
 - See Waste Tire Hauler section in this document.
- Ground water remediation.
- Surface water or vadose zone monitoring systems.
- Operation and maintenance of any part of a leachate system.
- Extinguishment of underground fires.
- Closure activities
 - [See Section 20164](https://casetext.com/regulation/california-code-of-regulations/title-27-environmental-protection/division-2-solid-waste/subdivision-1-consolidated-regulations-for-treatment-storage-processing-or-disposal-of-solid-waste/chapter-2-definitions/article-2-specific-definitions/section-20164-combined-calrecycle-swrbc-technical-) [<https://casetext.com/regulation/california-code-of-regulations/title-27-environmental-protection/division-2-solid-waste/subdivision-1-consolidated-regulations-for-treatment-storage-processing-or-disposal-of-solid-waste/chapter-2-definitions/article-2-specific-definitions/section-20164-combined-calrecycle-swrbc-technical->

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle requires certified e-Signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

The grantee must submit a **Progress Report when submitting a payment request**. These reports should cover grant activities that occurred within the specified reporting period. The report should include the following:

- See “Payment Request and Documentation” section below for required Progress Report documents.

Final Report

The Final Report is due **April 1, 2026**. This report should cover grant activities **from the Notice to Proceed through April 1, 2026**. The grantee must include the following items in the Final Report:

- The Grant Number, grantee’s name, and Grant Term.
- The following disclaimer statement on the cover page:

Procedures and Requirements

Farm and Ranch Solid Waste Cleanup and Abatement Grant Program (FY 2023–2

“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

- ‘After’ photographs (if not previously provided to the Grant Manager).
- Any applicable Weight Tickets and Tire Manifests.

As a guide, use the (two-sided) [Final Payment Request Checklist and Final Report Form \(CalRecycle 750\)](https://www.calrecycle.ca.gov/Funding/Forms/#Farm) [https://www.calrecycle.ca.gov/Funding/Forms/#Farm].

Grant Payment Information

- Payment to the grantee for eligible grant expenses is made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
- The grantee may request reimbursement(s) as needed during the Grant Term. In conjunction with (or after) submission of a Progress Report and in conjunction with the Final Report.
- The grantee must submit the required Final Report prior to, or concurrent with, submission of the Grant Payment Request. No reimbursement is made prior to Grant Manager approval of the report.
- The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the “Payment Request and Documentation” section for completed project(s) only.
- CalRecycle will make grant payments to only the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services.
- CalRecycle will withhold and retain 10 percent of each approved Grant Payment Request amount until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and Final Reports have been satisfied.
- CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date the Grant Manager approves a Grant Payment Request.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (https://www.calrecycle.ca.gov/Funding/forms/) signed under penalty of perjury by the grantee’s contractors and subcontractors in accordance with the “Reliable Contractor Declaration” section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

Reimbursement Method

This is the standard/default payment method for the grant; the grantee fulfills/provides all required Cost and Payment Documentation (including “Proof of Payment”) when submitting Payment Requests.

Invoiced Payment Method

Enrollment is required. Except for the final Payment Request, this method allows Resource Conservation Districts (RCDs) to submit Payment Requests for incurred, but unpaid expenses (“Cost” documentation only; see Cost and Payment Documentation section). Upon approval of the Payment Request by the Grant Manager, the RCD will receive the grant funds minus the ten percent (10%) retention. When the RCD receives reimbursement, they are required to pay in full all “costs” owed, including those covered by the ten percent (10%) retention.

- Grantee provides Proof of Payment on “costs” owed prior to submitting the next Payment Request.
- The Final Payment Request cannot be processed using the Invoiced Payment Method. The Final Payment Request must be processed using the Reimbursement Method, and Proof of Payment on the final Payment Request is required.
- The RCD is responsible for all costs incurred. In the event an incurred cost is not eligible for payment under this Grant, it is the RCD’s responsibility to satisfy the obligation.
- RCDs planning to submit just one final Payment Request would not enroll in this payment method.

How to Enroll in Invoiced Payment Method

The grantee may contact the Grant Manager any time after the Notice to Proceed has been received to obtain the Invoiced Payment Method form. The Grant Manager will confirm RCD ‘enrollment’ via email upon receipt.

- Approval requires authorization from the “Signature Authority”. Refer to the “Contacts Tab” section in the accompanying *Application Guidelines and Instructions* resource document for more information on signature authority.

Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must submit payment requests in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - a. Choose **Reimburse** for the **Transaction Type** and enter the amount spent in each budget subcategory.
 - b. When the transaction is complete, click the **Save** button.
 - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
 - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.

- b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.
- a. **Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Supporting Documentation

All forms listed below are available from the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

- **Grant Payment Request form** (CalRecycle 87)
 - A scanned copy with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS.
 - **Note:** A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.
- **Cost and Payment Documentation**
 - Acceptable cost and payment documentation must include at least one of each of the following.
 - Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
 - Proof of payment may include:
 - copy of cancelled check(s) that shows an endorsement from the banking institution
 - invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
 - accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
 - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
 - copy of an electronic funds transfer confirmation
 - copy of a credit card statement(s)
 - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.
- **Expenditure Itemization Summary Form** (CalRecycle 224)
 - Complete for every Budget Form affected.
 - If the Payment Request is for the cleanup of more than one site, include multiple Expenditure Itemization Summary forms; one for each 'site' and a version which encompasses the 'total' costs of the Payment Request.

- This/these form(s) should reflect same line items on the approved Budget Form(s).
 - Itemize sufficiently to allow the Grant Manager to match a receipt/cancelled check to each expenditure.
 - All expenses claimed must adhere to the stipulations in the Grant Term.
 - Cost included in the Administrative Costs category may not exceed seven percent (7%) of the approved cleanup costs expended.
- **Personnel Expenditure Summary Form** (CalRecycle 165)
 - Complete a Personnel Expenditure Summary form or an equivalent for the “Personnel” category and if applicable, the “Administrative Costs” category if salaries are included in the payment request.
 - Salaries include government taxes and benefits.
 - Multiple people can be combined on one form; however, a total should be provided for each person.
 - Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel.
- **Grant Report Form** (CalRecycle 248)
 - Always keep a record of the material removed from the site(s) and report this information using the Grant Report Form.
 - Form(s) should be site specific.
 - Report accurately; Form(s) should reflect receipts/weights/manifests submitted with the payment request(s).
 - Refer to the Site Characterization Form(s) upon completion and note significant discrepancies.
 - Submit this form with Progress Reports (if requested when actual ‘cleanup costs’ were incurred) or complete a final version(s) encompassing all removed material in conjunction with the Final Report.
- **Weight Tickets and Tire Manifests**
 - Submit weight tickets and tire manifests from each business (landfill, transfer station, metal recycler, etc.) documenting that the waste removed from the site was properly disposed or recycled. (Copies should be legible)
 - For used/waste tires, include a tire manifest documenting delivery of the tires by a registered tire hauler to an authorized facility. See Waste Tire Hauler section in this document for more information.
 - If tickets and manifests are already incorporated in the Payment Request, uploading them to the Reports Tab is optional.
- **Photographs**
 - Upload photographs taken after the cleanup, demonstrating the site has been fully remediated. Per the accompanying *Application Guidelines and Instructions* resource document:
 - Photos should be taken from a recognizable location so the ‘after’ photos match the same location as the ‘before’ photos as much as possible.

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may

stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:5.B.11
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1376 Amending Stanislaus County Code Title 9 to Add Chapter 9.96 to Authorize the County of Stanislaus to Join the San Joaquin County Health Commission

STAFF RECOMMENDATION:

1. Adopt and waive the second reading of Ordinance C.S. 1376 adding Chapter 9.96 to Title 9 the Stanislaus County Code that will authorize the County of Stanislaus to join the San Joaquin County Health Commission.
2. Authorize the Health Services Agency Director, or designee, to terminate the existing Administrative Agreement with Health Plan of San Joaquin as of June 30, 2024.

DISCUSSION:

In May 2011, the Stanislaus County Board of Supervisors agreed to designate the Health Plan of San Joaquin (HPSJ) as the local initiative health plan for Stanislaus County (Resolution NO. 2011-281) resulting from a competitive procurement process. HPSJ is the public, community-affiliated local initiative health plan for San Joaquin, Alpine, El Dorado, and Stanislaus Counties, serving as the leading Medi-Cal managed care plan of choice among residents in its service area. HPSJ was established by the San Joaquin County Board of Supervisors in 1996 as San Joaquin County's local initiative Medi-Cal Managed Care Health plan. Medi-Cal managed care program serves nearly a third of the state's 40 million residents. A critical source of health insurance for low-income individuals, it covers children, adults, and people with disabilities, and even provides supplemental coverage for some elderly Medicare beneficiaries. According to the Department of Health Care Services, 240,669 Stanislaus County residents were enrolled in the Medi-Cal managed care program as of January 2024. Under the State's Medi-Cal Managed Care program, the State provides funding and contracts with HPSJ for the provision of medical services for Medi-Cal beneficiaries.

The Two-Plan Medi-Cal Managed Care Model currently operates in 13 of California's more populous counties, including Stanislaus County. Under the Two-Plan Medi-Cal Managed Care Model, Medi-Cal beneficiaries may choose between enrolling in a public local initiative health plan and a commercial health plan. The local Board of Supervisors retains the authority to choose the local health initiative plan through the County's procurement process, and the California Department of Health Care Services procures the commercial health plan. HPSJ serves as the "local initiative health plan" and Health

Net is the commercial health plan in Stanislaus County. Starting in January 1, 2024, Kaiser Permanente is also a plan option for some Medi-Cal members in Stanislaus County. Eligible members are those who have been Kaiser Permanente members during the 12 months preceding the effective date of their Medi-Cal eligibility or have a family linkage to a member living in the same home who is a current Kaiser Permanente member. All Medi-Cal health plans contract with the State to provide these services. In counties where Medi-Cal beneficiaries may choose between a local initiative health plan and a commercial health plan, the vast majority enroll in the local initiative health plan. HPSJ is the leading Medi-Cal managed care plan in San Joaquin and Stanislaus Counties, selected by more than 410,000 local Medi-Cal beneficiaries. As of January 2024, HPSJ serves over 169,000 Medi-Cal beneficiaries in Stanislaus County, comprising about 71 percent of the county's Medi-Cal market share and nearly one-third of the county's total population.

The local initiative health plan is typically created by its respective county board of supervisors and governed by a body of publicly appointed commissioners who ensure local oversight of the delivery of Medi-Cal services in the counties it serves. Except for Stanislaus County, all California counties under the Two-Plan Medi-Cal Managed Care Model choose to participate in the governance of their local initiative health plan. Rather than directly sharing in the governance of HPSJ as the local initiative health plan, since 2011, Stanislaus County has had a unique administrative agreement partnership model that included a revenue option to subsidize the County's clinic operations and partnership development with HPSJ. In all other California counties under the Two-Plan Medi-Cal Managed Care Model, counties within the service area of the local initiative health plan share in its governance, except Stanislaus County.

Staff recommend changing the "administrative agreement" based partnership between Stanislaus County and HPSJ to a shared governance model. A relationship of shared governance is valuable, as it positions Stanislaus County on its governance board, the San Joaquin County Health Commission (SJCHC), to have greater stewardship and governance of HPSJ's efforts to improve the community healthcare system access, quality, and outcomes. SJCHC has strategic leadership and oversight of HPSJ's operations, fiscal viability, compliance, policy enactment, and service delivery. This change in partnership is recommended given the substantive number of County residents HPSJ serves, the integration requirements amongst County Departments brought on by Medi-Cal reform, and the need to align healthcare services with County priorities such as the Community Assistance, Recovery, and Empowerment (CARE) Act Court, SB 43 (an expanded conservatorship law) implementation, and the system of care development to address homelessness. Sharing Governance of HPSJ will improve local control and oversight of the delivery of Medi-Cal healthcare services in Stanislaus County.

This change in partnership would transition from the current administrative agreement that included two annual revenue streams and instead establish a shared governance model. The first revenue stream included an annual allocation based on the number of Adult and Children, Dual, and TANF (Temporary Aid for Needy Families, also known as CalWORKS) Medi-Cal beneficiaries from Stanislaus who enroll as members. Annual funding for this revenue stream from HPSJ to Stanislaus County between Fiscal Years 2018 and 2022 has ranged from \$1.86 million to \$2.31 million. The second funding stream provided 20 percent of net earnings generated by the Medi-Cal managed care

business in Stanislaus County. Annual funding from HPSJ to Stanislaus County between Fiscal Years 2018 and 2022 has been \$0, as HPSJ operated at a net loss in Stanislaus County during this period. The County projects that these revenues will be offset by new and emerging funding opportunities available through recent Medi-Cal reforms, such as California Advancing and Innovating Medi-Cal, and improved integration and overall strategic alignment with the Medi-Cal managed care plans.

Stanislaus County would be formally included in HPSJ's governance structure, positioning its representative commissioners to provide direction as it works in Stanislaus County to implement new programs under the recent Medi-Cal reforms, grow its provider network, and increase access to Medi-Cal services. This modification would maximize opportunities under the Two-Plan Medi-Cal Managed Care Model for Stanislaus County to govern the local initiative health plan as HPSJ undertakes new efforts in Stanislaus County to:

- Directly partner in transforming current Medi-Cal programs through the implementation of CalAIM, otherwise known as the California Advancing and Innovating Medi-Cal transformation initiative;
- Expand the network of healthcare providers to serve local Medi-Cal beneficiaries;
- Enhance the coordination and delivery of new and existing Medi-Cal services;
- Develop and direct community reinvestment strategies;
- Grow relationships with local provider partners and community-based organizations to drive care quality and improve health outcomes;
- Build coalitions across sectors to address community homelessness; and
- Foster improved healthcare collaborations in all four counties within the service area.

In addition to Stanislaus County, both Alpine and El Dorado Counties joined the SJCHC in January 2024. HPSJ's service area grew to include Alpine and El Dorado Counties, where their county Boards of Supervisors agreed to transition to the Two-Plan Medi-Cal Managed Care Model in partnership with HPSJ as the local initiative health plan.

The proposed transition to shared governance to include Stanislaus County in the SJCHC requires the approval of County Ordinances by the Boards of Supervisors for San Joaquin and Stanislaus Counties. Pursuant to Welfare and Institutions Code sections 14087.31 and 14087.38, the County Board of Supervisors must pass and adopt an ordinance to permit the County of Stanislaus to join the SJCHC. The ordinance enables the Stanislaus County Board of Supervisors to appoint commissioners to HPSJ's 13-member governing body, which would be comprised of representatives from Alpine, El Dorado, San Joaquin, and Stanislaus Counties. Under this modification, Boards of Supervisors for Alpine and El Dorado Counties would each appoint one commissioner, Stanislaus County would appoint four commissioners, and San Joaquin County would appoint seven commissioners; the one commission seat held by the Hospital Council of Central and Northern California would represent all four of HPSJ's service area counties.

Stanislaus County would make appointments to four commission seats, as terms of current commissioners expire and seats are vacated starting in June 2024, that consist

of the following designations:

- One member of the Stanislaus County Board of Supervisors
- The Stanislaus County Chief Executive Officer or Designee
- A Stanislaus Medical Society Nominee
- One Community Representative

The table below shows details of the current 13-member governing body of the SJCHC and the proposed membership with the addition of four Stanislaus County Commissioners.

San Joaquin County Health Commission			
Current Membership		Membership including Stanislaus County	
Seats	Description	Seats	Description
2	Members of the San Joaquin County Board of Supervisors	1	Members of the San Joaquin County Board of Supervisors
1	San Joaquin County Administrator or Designee	1	San Joaquin County Administrator or Designee
1	San Joaquin County Health Care Services Director;	1	San Joaquin County Health Care Services Director
3	Physicians nominated by the San Joaquin County Medical Society, One must be a physician representing a traditional provider of Medi-Cal Services	1	Physicians nominated by the San Joaquin County Medical Society, One must be a physician representing a traditional provider of Medi-Cal Services
1	San Joaquin County Director of Health Care Services nominee	1	Physician nominated by the San Joaquin County Director of Health Care Services
1	Representative of the Hospital Council of Central and Northern California nominated	1	Representative of the Hospital Council of Central and Northern California nominated by the San Joaquin County Director of Health Care Services
2	At-Large San Joaquin County Community Representatives	1	At-Large San Joaquin County Community Representative
1	Member of the Alpine County Board of Supervisors	1	Member of the Alpine County Board of Supervisors
1	Member from the El Dorado County Health and Human Services Agency	1	Member from the El Dorado County Health and Human Services Agency
		1	Member of the Stanislaus County Board of Supervisors
		1	Stanislaus County Chief Executive Officer or Designee
		1	Stanislaus Medical Society Nominee
		1	Stanislaus County Community Representative
13	Total Seats	13	Total Seats

There is no termination clause in the ordinance because a decision to no longer participate on the SJCHC would equate to the County seeking to revoke its designation of HPSJ as the local initiative health plan; if that were to occur there is a process that the Department of Health Care Services would require to be followed to change models and designate a new health initiative pursuant to Welfare and Institutions Code section 14087.38.

POLICY ISSUE:

Pursuant to Welfare and Institutions Code sections 14087.31 and 14087.38, the Stanislaus County Board of Supervisors (BOS) must authorize the County of Stanislaus to join the SJCHC. In addition, the San Joaquin County Board of Supervisors will need to pass an ordinance to include Stanislaus County on the SJCHC. The tentative schedule for both Stanislaus and San Joaquin County BOS actions is as follows:

- March 27 – HPSJ introduces revised bylaws and ordinance to the SJCHC.
- April 9 - San Joaquin County BOS introduced an ordinance for Stanislaus County to join the San Joaquin County Health Commission.

- April 16 - Stanislaus County BOS, introduces an ordinance to join the San Joaquin County Health Commission.
- April 23 - San Joaquin County BOS Adopts Ordinance.
- April 24 - HPSJ requests authority from SJCHC to terminate the current Stanislaus County/HPSJ Administrative Agreement as of June 30, 2024.
- April 30 - Stanislaus County BOS, adopts ordinance and requests authority to terminate Stanislaus County/HPSJ current Administrative Agreement as of June 30, 2024.
- May 23 - San Joaquin County Ordinance goes into effect 30 days after approval.
- May 31 - Stanislaus County Ordinance goes into effect 30 days after approval.
- June 1 - Stanislaus County joins SJCHC.
- June 30 - Termination of the Administrative Agreement between HPSJ and Stanislaus County.

FISCAL IMPACT:

Stanislaus County has a unique “administrative agreement” partnership with HPSJ involving funding support based on the number of enrolled beneficiaries and net earnings generated by the Medi-Cal managed care business in the County. Annual funding from HPSJ to the Stanislaus County Health Services Agency between Fiscal Years 2018 and 2022 has ranged from \$1.86 million to \$2.31 million.

By joining the SJCHC Stanislaus County will transition from the existing administrative agreement to a model of shared governance through representation on the SJCHC. This shift aims to enhance oversight, collaboration, and stewardship of Medi-Cal services and corresponding funding for Stanislaus County. Staff will request authorization from the Board to terminate the “administrative agreement” effective June 30, 2024, when staff return to the Board to Adopt and Waive the Second Reading to establish the new ordinance changing to a shared governance model through Stanislaus County’s participation on the SJCHC.

BOARD OF SUPERVISORS’ PRIORITY:

These recommendations are aligned with the Board of Supervisor’s priority of *Supporting a Healthy Community* and *Delivering Efficient Public Services* by transitioning from an administrative agreement to shared governance with HPSJ to strengthen local oversight, improve Medi-Cal service delivery, and promote community health outcomes in Stanislaus County.

STAFFING IMPACT:

Existing staff can support the recommendations in this agenda item.

CONTACT PERSON:

Ruben Imperial
Assistant Executive Officer

209-585-6333

ATTACHMENT(S):

1. Ordinance

ORDINANCE NO. C.S. 1376

**AN ORDINANCE ADDING CHAPTER 9.96 OF THE STANISLAUS COUNTY CODE
REGARDING THE SAN JOAQUIN COUNTY HEALTH COMMISSION**

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA ORDAINS AS FOLLOWS:

Section 1. Chapter 9.96 is added to Title 9 of the Stanislaus County Code to read in its entirety as follows:

“Chapter 9.96 SAN JOAQUIN COUNTY HEALTH COMMISSION

“9.96.010 Purpose

“WHEREAS, San Joaquin County Health Commission ("Commission") is a multi-county commission that has created a managed health care plan for Medi-Cal recipients. The purpose of this chapter is to permit the County of Stanislaus to join the existing commission.

“WHEREAS, the Commission has a proven record of improving health care access to its members, who are Medi-Cal recipients, and improving Medi-Cal reimbursement rates to health care providers. The Commission links each member with a primary care provider and has been successful in reducing inappropriate use of emergency rooms, providing appropriate levels of inpatient care for its members, developing innovative case management programs, and arranging for the provision of an enhanced level of local health care services.

“9.96.020 Authority

“Pursuant to Welfare and Institutions Code sections 14087.31 and 14087.38, the Stanislaus County Board of Supervisors hereby authorizes the County of Stanislaus to join the Commission.

“9.96.030 Membership of Commission

“The Commission shall be comprised of 13 Commissioners with 7 Commissioners appointed by the San Joaquin County Board of Supervisors, 1 Commissioner appointed by the Alpine County Board of Supervisors, 4 Commissioners appointed by the Stanislaus County Board of Supervisors and 1 Commissioner appointed by the El Dorado County Board of Supervisors. The members appointed by the San Joaquin County Board of Supervisors shall be appointed in accordance with San Joaquin County Ordinance Code, Title 5, Division 7.

"The members appointed by the Stanislaus County Board of Supervisors shall be:

- A. One member of the Stanislaus County Board of Supervisors shall serve as an ex-officio member.
- B. The Stanislaus County Executive Officer or the designee of the County Executive Officer shall serve as an ex-officio member.
- C. One member shall be a community representative who demonstrates sensitivity and awareness of the problems of serving Medi-Cal constituents.
- D. One member shall be a physician who shall represent traditional providers of Medi-Cal services. The member shall be chosen from among those nominated by the Stanislaus County Medical Society.

"9.96.040 Term of office.

"Members, except ex officio members, shall be appointed to three-year terms. The start date(s) for the initial term for Stanislaus County Member appointees may vary.

"9.96.050 Powers and Duties of Commission

"Pursuant to the provisions of section 14087.31 of the Welfare and Institutions Code and San Joaquin County Ordinance Code section 5-7100 et seq., as it exists on the date of adoption of the ordinance codified in this chapter, the Commission shall:

- A. Have the power to negotiate the contract as specified in section 14087.31 of the Welfare and Institutions Code, and to arrange for the provision of health care services provided under Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code;
- B. Be considered an entity separate from the Counties of Stanislaus, Alpine, El Dorado, and San Joaquin; and
- C. Have the power to acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions, to employ personnel and contract for services required to meet its obligations, and to sue or be sued.

"9.96.060 Obligations of Commission

"Pursuant to the provisions of section 14087.31 of the Welfare and Institutions Code as it exists on the date of adoption of the ordinance codified in this chapter, any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Stanislaus."

Section 2. This ordinance shall take effect thirty (30) days from and after the date of its passage and before the expiration of fifteen (15) days after its passage it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this _____, day of _____, 2024, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:


ABSENT: Supervisors:

Mani Grewal, Chairman of the Board of Supervisors of the County of Stanislaus, State of California

ATTEST:
Elizabeth A. King
Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By _____
Deputy

APPROVED AS TO FORM:
Thomas E. Boze
COUNTY COUNSEL

BY 

Thomas E. Boze
County Counsel

Attachment: Ordinance (Ordinance - San Joaquin County Health Commission)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:5.C.1
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt Plans and Specifications for the North County Corridor Demolition for Utilities and Access Improvements Project and Award the Construction Contract to George Reed, Inc.

STAFF RECOMMENDATION:

1. Approve the Plans and Specifications for the North County Corridor Demolition for Utilities and Access Improvements Project.
2. Award a contract for Construction Services to George Reed, Inc. of Modesto, California for the North County Corridor Demolition for Utilities and Access Improvements Project.
3. Authorize the Director of Public Works to execute a contract with George Reed, Inc. in the amount of \$1,703,274, and to sign the necessary documents, including any amendments to the agreement not exceeding 10%, in accordance with Public Contract Code Sections 20137 and 20142.
4. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The North County Corridor (NCC) Project proposes to be a high-capacity expressway that will bypass around the Cities of Modesto, Riverbank, and Oakdale connecting the eastern portion of the County to State Route 99. The 18-mile NCC expressway project will build a west-east expressway that will improve regional network circulation, relieve existing traffic congestion, reduce traffic delay, accommodate future traffic, benefit commerce, and enhance safety.

The North County Corridor Phase 1 received a grant from the U.S. Department of Transportation for a segment of the NCC Project in the amount of \$20 Million under the - Better Utilizing Investments to Leverage Development (BUILD) program. The BUILD grant segment is a 3-mile portion beginning at the SR-219/Claribel Road and Oakdale Road intersection. The North County Corridor Phase 1 also received a grant from the State Trade Corridor Enhancement Program (TCEP) in the amount of \$20 Million.

The project will follow a parallel alignment of Claribel Road, constructing grade separations over Roselle Avenue, Terminal Avenue, and the Burlington Northern Santa Fe (BNSF) Railroad tracks, extending eastward to the intersection of Claribel Road and

Claus Road. The proposed project will provide a 4-lane access-controlled facility with a median. The expressway will be accessed at key locations served by new frontage roads.

The Project is subject to State and Federal environmental review requirements; therefore, Project documentation was prepared in compliance with both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The draft environmental document was circulated for public review and comments from August 9, 2017, to October 16, 2017. After considering all the comments received, the Project development team identified the preferred alternative. The actions taken by both State and Federal agencies, and the laws under which such actions were taken, are described in the Final Environmental Impact Report/Final Environmental Impact Statement (FEIR/EIS) for the Project, approved on March 13, 2020. On May 22, 2020, CEQA and NEPA requirements for the Project were satisfied with the issuance of a Notice of Determination and Record of Decision. Documents are available for review through the Caltrans and Stanislaus County websites, www.dot.ca.gov, <https://northcountycorridorphase1.com>, and incorporated herein by reference.

The purpose of the North County Corridor Demolition for Utilities and Access Improvements Project is to clear the trees and other obstacles to allow utility relocations in advance of the roadway improvements. The project constructs access driveways that were identified during right of way acquisition negotiations.

On January 16, 2024, an invitation to bid was electronically posted to the PlanetBids website. On February 15, 2024, five bids were received and publicly read. The engineer’s estimate for the project was \$3,200,000. A summary of the bids follows:

CONTRACTOR	BID AMOUNT
George Reed, Inc.	\$1,703,273.50
Dirt Dynasty, Inc.	\$2,094,764.50
Teichert Construction	\$2,476,600.00
Soracco Inc.	\$2,681,963.00
Sierra Mountain Construction, Inc.	\$2,814,592.00

Public Works staff reviewed the bid proposal package from George Reed, Inc. and determined it to be regular in all respects and recommends awarding a contract in the amount of \$1,703,274. Public Works anticipates the project will begin in May 2024 and complete in December 2024.

POLICY ISSUE:

Per County policy, the Board of Supervisor’s approval is required for all contracts exceeding \$200,000.

FISCAL IMPACT:

Costs associated with ensuring the timely delivery of the construction phase of this project, in the amount of \$2,143,601, are as follows:

Contract:	\$1,703,274
Contingencies (10%):	\$ 170,327
Construction Engineering: (Including Staff and Construction Management)	\$ 270,000

Regional Transportation Impact Fees (RTIF) of the County’s Public Facilities Fee Program will be used to fund this contract. Funding is available in the 2024 Adopted Public Works Road and Bridge Project Budget.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Board’s priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by removing obstacles for utility relocations in advance of the road improvement project.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

- 1. Construction Agreement
- 2. Plans & Specifications - Available from Clerk
- 3. Levine Act Disclosure Form

**COUNTY OF STANISLAUS
CONSTRUCTION AGREEMENT**

THIS AGREEMENT, entered into by and between **George Reed, Inc.** whose place of business is located at **P.O. Box 4760 Modesto, CA 95352** (“Contractor”), and the County of Stanislaus (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. _____ adopted on the _____ day of _____, 2024 awarded a construction contract in the amount of \$1,703,273.50 to Contractor for the **North County Corridor Demolition for Utilities and Access Improvements Project, 200016-3** (“Project”) at below location (“Site”)

Multiple Site Locations Modesto, CA

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

- 2.1 **Dewberry Engineers** designed the Project and furnished the Plans and Specifications. **Dewberry Engineers** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed as defined in the specification SC-23, page V-15 Working Days and Legal Holidays. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout 55 Working Days from the date when the Contract Time commences to run as provided in the Agreement.
- 3.3 Liquidated damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the

Attachment: Construction Agreement (North County Corridor Demolition for Utilities and Access Improvement - Construction Contract Award)

Caltrans Standard Specifications.

- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Sum **One Million Seven Hundred Three Thousand Two Hundred Seventy-Three Dollars and Fifty Cents (\$1,703,273.50)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Contract Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations,

investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Agreement with the following exhibits

- **Contractors Bid (Exhibit A)**
- **County’s Insurance Requirements – (Exhibit B)**
- **Form FHWA-1273 (Exhibit C)**
- **Federal Wage Rates (Exhibit D)**
- **Encroachment Permit (if applicable)**

Public Works Request for Proposal

Contractor’s Response

Project Plans

Project Specifications

State Standard Specifications and Standard Plans

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including

but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Project Specification Special Conditions, Section 1 page V-1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a

claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Theron Roschen
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Contractor:

Ron Smith
George Reed, Inc.
P.O. Box 4760
Modesto, CA 95352

Article 9. Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22

9.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

9.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

9.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

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

COUNTY OF STANISLAUS

GEORGE REED, INC.

By: _____
David A. Leamon, Director
Department of Public Works

By: Ed Berlier
Ed Berlier (Mar 18, 2024 09:17 PDT)
Ed Berlier
Vice President/General Manager

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: 
Donya Nunes
Deputy County Counsel

EXHIBIT A
Contractor's Bid

Bid Results

Bidder Details

Vendor Name GEORGE REED, INC.
Address 140 Empire Avenue
Modesto, California 95354
United States
Respondee Ed Berlier
Respondee Title Vice President/ General Manager
Phone 209-523-0734
Email gmocontracting@georgereed.com
Vendor Type CADIR
License # 211337

Bid Detail

Bid Format Electronic
Submitted 02/15/2024 1:49 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 360237

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
1 - Part III - Proposal, Sheet III-1.pdf	1 - Part III - Proposal, Sheet III-1.pdf	Part III - Proposal, Sheet III-1
2 - Insurance.pdf	2 - Insurance.pdf	Insurance Requirements Acknowledgement
3 - EEO Certs ALL.pdf	3 - EEO Certs ALL.pdf	Equal Employment Opportunity Certifications
4 - Non Disc.pdf	4 - Non Disc.pdf	Non-Discrimination of Individuals with Disabilities
5 - Non-Coll.pdf	5 - Non-Coll.pdf	Non-Collusion Affidavit
6 - Public Contract Code.pdf	6 - Public Contract Code.pdf	Public Contract Code
7 - Debarment and Susp Cert.pdf	7 - Debarment and Susp Cert.pdf	Debarment and Suspension Certification
8 - W9.pdf	8 - W9.pdf	W-9 Form
9 - Proposal Signature & Bid Bond.pdf	9 - Proposal Signature & Bid Bond.pdf	Proposal Signature Sheet

Attachment: Construction Agreement (North County Corridor Demolition for Utilities and Access Improvement - Construction Contract Award)

Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	Amount	Type
Chrisp Company 1001 Stokes Ave Stockton, California 95125	Striping & Monuments	374600	\$54,565.00	
Don Lawley Company PO Box 31807 Stockton, California 95213	Demo & Removals	621509	\$60,407.00	SBE, MICRO, CADIR
Farwest Safety Inc 226 N Main Street Lodi, California 95240	Construction Area Signs & Roadside Signs	523187	\$10,950.00	
SSEC INC PO BOX 1330 NEWCASTLE, California 95658	Erosion Control	1039888	\$50,614.00	
Tyrrell Resources, Inc. P.O. Box 8219 Truckee, California 96162	Tree & Orchard Removal	938998	\$519,710.00	DBE, SBE, WBE

Attachment: Construction Agreement (North County Corridor Demolition for Utilities and Access Improvement - Construction Contract Award)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							\$1,703,273.50		
Base Bid									
1	1		HAZARDOUS MATERIAL ABATEMENT	AL	1	\$20,000.00	\$20,000.00	Yes	
2	2		WATER POLLUTION CONTROL	LS	1	\$12,000.00	\$12,000.00	Yes	
3	3		MOBILIZATION	LS	1	\$158,000.00	\$158,000.00	Yes	
4	4		WATERING	LS	1	\$6,200.00	\$6,200.00	Yes	
5	5		TEMPORARY TRAFFIC CONTROL	LS	1	\$52,000.00	\$52,000.00	Yes	
6	6		CONSTRUCTION AREA SIGNS	LS	1	\$7,700.00	\$7,700.00	Yes	
7	7		PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	\$3,600.00	\$14,400.00	Yes	
8	8		CLEARING AND GRUBBING	LS	1	\$133,527.00	\$133,527.00	Yes	
9	9		REMOVE CONCRETE BLOCKS	LS	1	\$2,000.00	\$2,000.00	Yes	
10	10		DEMOLISH FOUNDATION	SF	7120	\$3.77	\$26,842.40	Yes	
11	11		REMOVE TREE	EA	694	\$665.00	\$461,510.00	Yes	
12	12		REMOVE ORCHARD	ACRE	11	\$4,200.00	\$46,200.00	Yes	
13	13		RELOCATE MAILBOX, SIGN, AND SOLAR LIGHTS	LS	1	\$1,500.00	\$1,500.00	Yes	
14	14		REMOVE SEPTIC FACILITIES	LS	1	\$4,000.00	\$4,000.00	Yes	
15	15		ROADWAY EXCAVATION	CY	3415	\$29.00	\$99,035.00	Yes	
16	16		REMOVE IRRIGATION FACILITY	LS	1	\$2,000.00	\$2,000.00	Yes	
17	17		PERMANENT EROSION CONTROL (FIBER ROLLS)	LF	7500	\$3.56	\$26,700.00	Yes	
18	18		PERMANENT EROSION CONTROL (HYDROSEED)	SQFT	107000	\$0.07	\$7,490.00	Yes	
19	19		CLASS 2 AGGREGATE BASE	CY	4270	\$52.00	\$222,040.00	Yes	
20	20		HOT MIX ASPHALT (TYPE A)	TON	2880	\$92.00	\$264,960.00	Yes	
21	21		PLACE HOT MIX ASPHALT DIKE	LF	32	\$130.00	\$4,160.00	Yes	
22	22		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	35	\$40.00	\$1,400.00	Yes	
23	23		REMOVE BASE AND SURFACING	CY	470	\$29.00	\$13,630.00	Yes	
24	24		18" REINFORCED CONCRETE PIPE	LF	120	\$135.00	\$16,200.00	Yes	
25	25		18" CONCRETE FLARED END SECTION	EA	2	\$775.00	\$1,550.00	Yes	
26	26		ADJUST INLET TO GRADE	EA	1	\$4,500.00	\$4,500.00	Yes	
27	27		REMOVE PIPE	LF	70	\$15.00	\$1,050.00	Yes	
28	28		REMOVE CONCRETE IRRIGATION PIPE	LF	1230	\$15.87	\$19,520.10	Yes	
29	29		ROCK SLOPE PROTECTION (20 LB, CLASS 1, METHOD B)	CY	20	\$320.00	\$6,400.00	Yes	
30	30		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	50	\$2.90	\$145.00	Yes	
31	31		SURVEY MONUMENT	EA	6	\$1,250.00	\$7,500.00	Yes	
32	32		REMOVE FENCE	LF	1300	\$3.75	\$4,875.00	Yes	
33	33		REMOVE GATE	EA	1	\$100.00	\$100.00	Yes	
34	34		THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	LF	4965	\$4.50	\$22,342.50	Yes	
35	35		THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	LF	4970	\$2.25	\$11,182.50	Yes	
36	36		THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27C)	LF	90	\$2.00	\$180.00	Yes	
37	37		THERMOPLASTIC PAVEMENT MARKINGS	SQFT	105	\$32.00	\$3,360.00	Yes	
38	38		REMOVE ROADSIDE SIGN	EA	1	\$125.00	\$125.00	Yes	
39	39		RELOCATE ROADSIDE SIGN	EA	1	\$275.00	\$275.00	Yes	
40	40		ROADSIDE SIGN - ONE POST	EA	6	\$475.00	\$2,850.00	Yes	
41	41		TEMPORARY SILT FENCE	LF	2700	\$5.12	\$13,824.00	Yes	

Attachment: Construction Agreement (North County Corridor Demolition for Utilities and Access Improvement - Construction Contract Award)

Line Item Subtotals

	Section Title	Line Total	
Base Bid			\$1,703,273.50
	Grand Total		\$1,703,273.50

Attachment: Construction Agreement (North County Corridor Demolition for Utilities and Access Improvement - Construction Contract Award)

EXHIBIT B

County Insurance Requirements

EXHIBIT B

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire against the County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors-

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United

States domiciled carrier that meets the required Best’s rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of contract work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the County for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

- 1. Bid bond
- 2. Performance bond
- 3. Payment bond
- 4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety,

authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – By initialing, I certify Contractor’s officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

_____ Exempt from WC – By initialing, I certify Contractor is exempt from providing workers’ compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Ed Berlier, Vice President/General Manager Date: 3/18/2024

Signature:  Date: 3/18/2024
Ed Berlier (Mar 18, 2024 09:17 PDT)

Vendor Name: George Reed, Inc.

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: _____ Date: _____

EXHIBIT C

Form FHWA-1273-Revised October 23, 2023

Required Contract Provisions Federal-Aid Construction Contracts

Attachment: Construction Agreement (North County Corridor Demolition for Utilities and Access Improvement - Construction Contract Award)

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

Attachment: Construction Agreement (North County Corridor Demolition for Utilities and Access Improvement - Construction Contract Award)

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDI/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance with any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AVAILABLE from CLERK

North County Corridor Demolition for Utilities and
Access Improvement - Construction Contract Award
Plans and Specifications

****COMPLETE & RETURN THIS PAGE****

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

In 2022, California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act", to prohibit members of county boards of supervisors from participating in any action related to a contract if such member receives political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract.

A list of Stanislaus County BoardMembers can be found online at: [Board of Supervisors - Stanislaus County \(stancounty.com\)](http://Board of Supervisors - Stanislaus County (stancounty.com)). Proposers are responsible for accessing this link to review the names prior to answering the following questions:

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Member of the Board of Supervisors for Stanislaus County, or their alternate, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the Board Member(s) / Alternate(s) receiving the contribution:

2. Do you, or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Member of the Board of Supervisors for Stanislaus County, or their alternate, in the three (3) months following any Board action related to this contract?


YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the Board Member(s) / Alternate(s) receiving the contribution:

Answering YES to either of the above questions above does not preclude Stanislaus County from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to such contract.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature:		Date Signed:	2/22/24
Print Name:	Ed Berlier		
Title:	Vice President-General Manager		
Company:	George Reed, Inc.		

Attachment: Levine Act Disclosure Form (North County Corridor Demolition for Utilities and Access Improvement - Construction Contract

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:5.C.2
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval of an Update in Accordance with Public Contract Code Section 22050 for the Emergency Repairs to Crows Landing Community Services District's Well No. 4 Replacement Project

STAFF RECOMMENDATION:

1. Approve an emergency update in accordance with California Public Contract Code Section 22050 for emergency repairs to Crows Landing Community Services District's Well No. 4 Replacement Project.
2. Affirm by a 4/5 vote the emergency declaration remains necessary and authorize staff to proceed with needed repairs to Crows Landing Community Services District's Well No. 4 Replacement.

DISCUSSION:

The Crows Landing Community Services District (CLCSD) owns, operates, and maintains a water distribution system to serve approximately 355 residents of the Crows Landing Community. The existing water system is served by two groundwater wells, Well No. 4 and Well No. 5. The CLCSD Well No. 4 experiences periodic failures that renders the Community with only one well with no backup system for water services.

The proposed Crows Landing Industrial Business Park (CLIBP) is to the west of the Crows Landing Community and will transform the former Crows Landing Naval Air Facility into a vibrant, regional employment and business center. The design of infrastructure improvements at the former base are underway.

On November 29, 2022, the Board of Supervisors approved a Memorandum of Understanding with the CLCSD that outlined the construction of a new well for the CLIBP and the rehabilitation of the existing CLCSD Well No. 4. A proposed inter-connection between the new CLIBP well and CLCSD Well No. 4 would provide mutually beneficial redundant well backup water service. The CLIBP well has been drilled, but the functionality of the new CLIBP well will not occur until early 2025. The attempted rehabilitation efforts for the CLCSD Well No. 4 have found that there are failures in the well casing. As a result, there will continue to be operational challenges for the CLCSD Well No. 4, exposing the Crows Landing Community to a lack of water should their lone Well No. 5 become inoperable.

As a result of these circumstances, Public Works Department and CLCSD have agreed to drill a new well on the CLCSD Well No. 4 site, relocate the existing pump and

equipment into the new well, and abandon the existing well. It is also agreed that while the CLCSD Well No. 4 is off-line a contractor be on standby to make any needed repairs should the remaining CLCSD Well No. 5 become inoperable. Finally, it was agreed that these repairs should be made as soon as possible to avoid the summer peak water demands and groundwater drawdown.

On April 16, 2024, the Board of Supervisors approved the declaration of an emergency to drill a new well for CLCSD.

California Public Contract Code (PCC) section 1102 states, "Emergency, 'as used in this code', means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services." Utilizing the required timelines of a traditional public bidding procedure and execution of a contract by the Board of Supervisors would extend the start of construction into the summer months where there would be very real risk to the operation of the Crows Landing Community's water supply system.

Public Works has prepared Plans and Specifications for the Well No. 4 replacement, has obtained permission to enter the CLCSD properties, and the CLCSD have filed the required environmental Notice of Exemption. A permit for the new well is in process and will be approved before work would start. Public Works has advertised for bidding for contractors with bid opening scheduled for April 26, 2024. The engineer's construction estimate for the repair is \$1,616,830.

As required by the Public Contract Code 22050(c)(1), staff will return to the Board of Supervisors and report on the status of the emergency repair project at its next regularly scheduled meeting and every 14 days thereafter. Staff will return to the Board to provide an update at the May 14, 2024, meeting.

POLICY ISSUE:

Public Contract Code (PCC) Section 22050(a)(1) states, "In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, PCC Section 22050(c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

It is important to note that following emergency procedures will still require prevailing wage.

FISCAL IMPACT:

The actual cost of the repairs is not yet known but is estimated at approximately \$1,778,500 when the cost of construction management is included. Staff will return to the Board of Supervisors with cost updates as the project progresses. The Board of Supervisors previously approved a spending plan for the County's American Rescue Plan Act (ARPA) funds, which included \$12 million for the CLIBP project.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by repairing the well system.

STAFFING IMPACT:

Public Works staff will oversee the work related to this Emergency Project.

CONTACT PERSON:

David A. Leamon, Director of Public Works

(209) 525-4130

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Planning and Community Development

BOARD AGENDA:5.D.1
AGENDA DATE: April 30, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Set a Public Hearing on May 14, 2024, at the 9:00 A.M. Meeting, to Consider the Planning Commission's Recommendation for Development Agreement Application No. PLN2023-0161-Irish City Farms, a Request to Adopt a New Development Agreement for Use Permit Number PLN2018-0162, a Previously Permitted Commercial Cannabis Operation, Located at 304 Motor City Court, Between Detroit Lane and McHenry Avenue, in the Modesto Area and Find the Request Exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines 15061, Assessor Parcel Number 046-008-018

STAFF RECOMMENDATION:

1. Set a public hearing on May 14, 2024, at the 9:00 a.m. meeting, to consider the Planning Commission's recommendation of Development Agreement Application Number (No.) PLN2023-0161, Irish City Farms, a request to adopt a new Development Agreement for Use Permit No. PLN2018-0162, a previously permitted commercial cannabis operation located at 304 Motor City Court, between Detroit Lane and McHenry Avenue, in the Modesto area, and find the request exempt from the California Environmental Quality Act pursuant to CEQA Guidelines 15061, Assessor Parcel Number (APN) 046-008-018.
2. Authorize the Clerk of the Board to publish a notice of public hearing as required by law.

DISCUSSION:

This is a request to set a public hearing to adopt a new Development Agreement (DA) for Use Permit (UP) No. PLN2018-0162, Phenos Cooperative, Inc, (now doing business as Irish City Farms), a permitted commercial cannabis operation. The UP was approved by the Board of Supervisors (Board) on May 14, 2019, to allow for an indoor commercial cannabis cultivation and distribution business. The site is located at 304 Motor City Court, between Detroit Lane and McHenry Avenue, in the Modesto area. The Board will be asked to consider the request exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061.

As part of the land use entitlement process for cannabis operations, the adoption of a DA was required in accordance with Stanislaus County Code. The current DA, adopted at the same time as the UP approval, is set to expire on June 14, 2024.

The request was considered at the April 18, 2024, Planning Commission meeting. This Board agenda item will set the date and time for a public hearing to consider the Planning Commission's recommendation before the Board of Supervisors.

POLICY ISSUE:

As required by Chapter 6.78.060 of the Stanislaus County Code, prior to operating in the County, the permittee of each commercial cannabis activity shall enter into a DA as specified in Title 22 of the Stanislaus County Code, and shall obtain all necessary entitlements, as required by Title 21 of the Stanislaus County Code. Development agreements, including any amendments or cancellations, are required to be considered at a public hearing before the Stanislaus County Planning Commission. The recommendation of the Planning Commission must be considered by the Board of Supervisors, the decision-making body, at a public hearing.

FISCAL IMPACT:

The proposed DA term would be for two years from the date of approval. The proposed fees are estimated at \$200,000 annually and are to be collected over the two years of the DA. Costs associated with processing the application, setting the public hearing, publishing of required notices, and conducting the hearing have been covered by the application fee deposit.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priorities of *Developing a High-Performing Economy*, *Delivering Efficient Public Services*, and *Enhancing Community Infrastructure* by providing a determination consistent with the overall goals and policies of the Stanislaus County General Plan.

STAFFING IMPACT:

Planning and Community Development Department and Chief Executive Office staff are responsible for reviewing all applications, preparing all reports, and attending meetings associated with the proposed request.

CONTACT PERSON:

Angela Freitas, Planning and Community Development Director
Telephone: (209) 525-6330

ATTACHMENT(S):

1. Levine Act Disclosure

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: PLN2023-0161
Application Title: Irish City Farms - Development Agreement Renewal
Application Address: 340 Motor City Court Modesto, CA 95356
Application APN: 046-008-018

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: Zach Drivon, General Counsel, Guarantee Holdings of California

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant Yes No
The Property Owner Yes No
The Subcontractor Yes No
The Applicant's Agent/ Lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

4/10/2024
Date


Signature of Applicant

Guaranty Holdings of California
Print Firm Name if applicable

Zach Drivon, General Counsel
Print Name of Applicant

Attachment: Levine Act Disclosure (SPH FOR DA NO. PLN2023-0161 - IRISH CITY FARMS)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

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Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: Daniel O'Brien

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant Yes No
The Property Owner Yes No
The Subcontractor Yes No
The Applicant's Agent/ Lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

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Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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4/9/2024
Date


Signature of Applicant

Irish City Farms
Print Firm Name if applicable

Daniel O'Brien
Print Name of Applicant

Attachment: Levine Act Disclosure (SPH FOR DA NO. PLN2023-0161 - IRISH CITY FARMS)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

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Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: Roni Roberts
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor:
The Applicant Yes No
The Property Owner Yes No
The Subcontractor Yes No
The Applicant's Agent/ Lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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4/9/2024
Date _____
Signature of Applicant _____

Guaranty Holdings of California
Print Firm Name if applicable _____
Roni Roberts
Print Name of Applicant _____

Attachment: Levine Act Disclosure (SPH FOR DA NO. PLN2023-0161 - IRISH CITY FARMS)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
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Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: Angilbert Sarkis
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor:
The Applicant Yes No
The Property Owner Yes No
The Subcontractor Yes No
The Applicant's Agent/ Lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

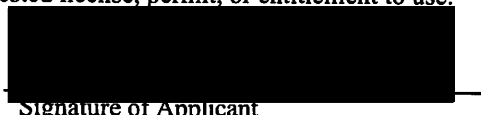
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Amount(s): _____

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4/9/2024
Date


Signature of Applicant

Irish City Farms
Print Firm Name if applicable

Angilbert Sarkis
Print Name of Applicant

Attachment: Levine Act Disclosure (SPH FOR DA NO. PLN2023-0161 - IRISH CITY FARMS)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Agricultural Commissioner

BOARD AGENDA:6.1
AGENDA DATE: April 30, 2024

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees for the Agricultural Commissioner and Chapter 4.36 of the Stanislaus County Code

STAFF RECOMMENDATION:

1. Conduct a public hearing to introduce and waive the first reading of an ordinance to amend existing fees for the Agricultural Commissioner and Chapter 4.36 of the Stanislaus County Code.

DISCUSSION:

The Stanislaus County Board of Supervisors adopted an ordinance in 2003, establishing County Code Chapter 9.82, Applied Labor Rate, that authorizes the Stanislaus County Agricultural Commissioner/Sealer of Weights and Measures (Department) to charge a fee using the weighted labor rate (WLR) for services that are not mandated to be performed by law. An example of this type of service would be the apiary (bee) colony strength inspections performed by the Department during the almond bloom. This WLR is also used to charge for other services and inspections conducted by the Department. These services include Phytosanitary Certification Inspections, Certified Producers Certificates and Inspections, Fruit and Vegetable Standardization Inspections, and Non-Commercial Weighing and Measuring Device Inspections.

The Stanislaus County Board of Supervisors established an ordinance, Stanislaus County Code Chapter 4.36, as authorized by California Business and Professions Code (B&P) Section 12240. This chapter instituted an annual registration fee for all weighing and measuring instruments (devices) used for commercial purposes.

The Department is proposing adjustments to the current weighted labor rates, commercial weighing and measuring device registration fees, residential utility meter registration fees that are not specifically mentioned in B&P Section 12240, and the associated late penalty fee. If approved, these fee changes will become effective on July 1, 2024. The Department invited businesses that could potentially be affected by the proposed fee changes to a workshop that was held on March 19, 2024, at 6:00 p.m. (see Attachment 3). Two individuals, both exporters seeing information on the impacts of the change to phytosanitary certification fees, attended the workshop. The proposed

fee schedule is included as Attachment 1 and details regarding recommended fee modifications are as follows:

County Code Chapter 9.82 Increase to the Weighted Labor Rate

The Department is proposing an increase to the WLR to better reflect the actual expenses associated with providing services. This increase will impact all programs and fee categories for services that use the WLR as basis for charging a fee. The Department last adjusted the WLR in 2022. The existing WLR is \$87/regular hour and \$125/hour for services performed outside the regular working hours of 8:00 a.m. to 4:30 p.m.

Using the Stanislaus County Auditor-Controller's Office calculation model that is based on the average WLR of the Agricultural/Weights & Measures Inspectors, the Department is proposing a new WLR of \$110.00/regular hour and \$160.00/hour for services performed outside regular working hours. The various services affected by the proposed WLR change are noted in the attached proposed Department Fee Schedule. The chart in Attachment 2 compares the current and proposed fees with eight comparison counties consisting of Fresno, Kern, Madera, Merced, Monterey, Sacramento, San Joaquin, and Tulare. The average WLR of the eight comparison counties is \$89.96 per regular hour and \$137.61 per overtime hour. Of these counties, Stanislaus' immediate neighbors, Merced, and San Joaquin Counties, have WLRs for Fiscal Year 2024 of \$121.63 and \$118.43 regular hourly rates, respectively and \$243.26 and \$137.97 overtime hourly rates, respectively.

Phytosanitary Certificates

Phytosanitary Certificates are the documents required for the export of agricultural commodities to other states and international destinations.

The adjustment of the WLR will impact the cost per phytosanitary certificate issued by the Department. The minimum charge for issuing a single phyto certificate is \$40 per phyto plus a minimum 3/4 of an hour labor charge at the WLR which includes travel and inspection time, for a fee of \$122.50. However, the average fee charged for issuing a phyto is only \$75.08 because the Department issues an average of 2.5 phytos per location visited, which spreads out the travel and labor charges over several phytos issued, thus reducing the total certificate fee. The estimated average fee, if the proposed increase in the WLR is approved, will be \$84 per phyto, an increase of \$8.92 per phyto. The \$40 per phyto certificate fee helps cover staff support costs and other phyto-related activities that are not directly billable to an individual company. Through the utilization of USDA's Phytosanitary Certificate Issuance and Tracking application to issue and collect fees for phytos, along with Department's internal dispatch and tracking application, the Department anticipates operational and administrative support efficiencies that can support keeping the per phyto fee at status quo. Although the \$40 per phyto fee has remained the same since 2006, no increase is being requested for the \$40 per phyto certificate fee at this time.

Based on a five-year average, approximately 13,000 phytos are issued a year, resulting in approximately \$520,000 annual revenue, in addition to time and travel WLR fees. On average for the last five years, the Department has spent \$221,924 of General Fund

dollars to support this program. The Department is estimating \$52,776 in additional revenue from the increase in the WLR which would reduce the General Fund support to \$98,430 for Fiscal Year 2025.

Certified Producers

The Department issues Certified Producers Certificates and inspects the growing grounds to verify the commodities the certificate holder intends to sell are being produced by the certificate holder. Over the last five years, the Department has averaged 350 hours spent in this program. An average of 48 certificates have been issued each year over this time. Although there is a \$30 per certificate fee for administrative expenses, it is not recommended to adjust this fee at this time. The increase in the WLR will add approximately \$34.50 to the cost of a certificate and result in a projected net revenue increase of \$1,656.

Certified Farmers Markets

The Department issues Certified Farmers Market (CFM) Certificates and is required by California Food and Agriculture Code 47020(b) for every certified farmers' market within the commissioner's jurisdiction at least once for every six months of operation. There is currently a total of three (3) CFMs that operate in Stanislaus County. Of these, all three operate for longer than six months. On average, approximately 2.5 hours are required to inspect and certify a CFM.

In 2002, Food and Agricultural Code (FAC) Section 47020(b) was adopted and capped the per hour of inspection and certification time at \$60 per hour. In 2015, FAC 47020(b) was amended to read "...may charge a certification and inspection fee equal to the actual expenses incurred."

In 2003, the County Board of Supervisors approved the fee to be increased to \$150. The County fee has remained unchanged since 2003. Increasing the fee to \$275 uses the Department's proposed WLR and the same 2.5 hours billing basis, reimbursing costs for just one of the two required inspections. Most comparison counties use hourly billing at their current WLR for their fee, which has led to unpredictable invoicing to the CFM operators, generating complaints. The increase in this fee will add \$375 in additional revenue for Fiscal Year 2025.

Standardization Inspections

As part of the fruit and vegetable standardization requirements established in California, the Department monitors the maturity and quality of fruits and vegetables. The Department charges a fee consisting of the current WLR for conducting tests when permitted by law.

Apiary Colony Strength Inspections

When requested by either the beekeeper or the grower who is contracted with the beekeeper, the Department will conduct a colony strength inspection (an inspection to determine the viability of bee colonies used for pollination) and report the results to both parties. This service is charged at the WLR. The Department has spent an average of 94 hours per year over the last five years performing this service. Most inspections require approximately 4.25 hours to complete and will result in an increase of \$97.75 per inspection with the proposed WLR increase. Overall revenue from the increased WLR is anticipated to be \$2,162.

Hemp

As part of the industrial hemp requirements established in California, the Department is responsible for performing certain activities that are not otherwise reimbursable by the California Department of Food and Agriculture (CDFA), such as sampling and destruction of registered plantings. The increase in the WLR will add about \$80 to the cost of an average inspection. Overall revenue from the increased WLR is anticipated to be \$215.

Non-Commercial Device Inspections

Weights and Measures is allowed by law to test non-commercial devices at the request of the owner. The time required to perform these tests is charged for at the WLR. Approximately 20 hours per year are spent on these types of tests; therefore, the estimated increase in revenue is approximately \$460.

Weights and Measures

Assembly Bill 1304 was signed by the Governor on October 8, 2023, amending Business and Professions Code (BPC) sections 12240 and 12246, increasing weights and measures device registration fees and extending the authority of county Boards of Supervisors to charge annual fees to recover costs of the County Sealer of Weights and Measures. The new statewide fee structure is the first comprehensive adjustment since 2012 and reflects the true cost of the regulatory program. Currently, there are approximately 1,160 locations and 15,455 devices in Stanislaus County that are required to register annually. The average five-year costs associated with testing commercial weighing and measuring devices is \$612,761, whereas the five-year average revenue from registration fees is \$437,312, showing a deficit of \$175,449 to recover costs fully. It is anticipated that the proposed fee revisions would increase revenue by \$90,822, which is necessary to better recover actual costs of commercial weights and measures device inspections.

The following are the proposed for fee revisions:

	2023 FEE	2024 FEE
LOCATION FEE	\$ 100.00	\$ 120.00
COMPUTING SCALE	\$ 23.00	\$ 25.00
VAPOR SUBMETER	\$ 4.00	\$ 10.00
WATER SUBMETER	\$ 2.00	\$ 6.00
CNG/LNG METER	\$ 75.00	\$ 185.00
UNSPECIFIED DEVICE	\$ 20.00	\$ 26.00

Residential Utility Meter Fees

Companies who operate residential utility meters and are not specifically mentioned in B&P Section 12240 are required by County Code 4.36.060 to pay a fee of \$4 for each residential utility meter in use on January 1. When this fee was implemented, there were companies who submetered utilities, primarily vapor submeters for propane, to residences that were not one of the types (mobile home park, apartment, or marina) listed in B&P Section 12240. County Code 4.36.060 set the fee to be \$4, which was the same fee for vapor submeters used by operations listed in B&P Section 12240 at the time. With the changes in proposed fees for devices, the Department recommends amending County Code 4.36.060 (see Attachment 4) to state, "Companies, who operate residential utility meters and are not specifically mentioned in Section 12240 of the Business and Professions Code, shall pay the same fee as the water, vapor, or electric device fees charged to operations specifically mentioned in in Section 12240 of the Business and Professions Code." Currently, there is only one company with 599 vapor submeters in Stanislaus County. This amendment to County Code 4.36.060 will ensure that companies who are not listed in B&P Section 12240 and submeter utilities to residences, are charged the same as those companies who are listed and supports an equitable marketplace. Furthermore, this will help support the Department in recovering actual costs in the future as fees change. Under the current fee structure, the Department has recovered \$2,496 in device fees. If the new device and location fees are implemented, total revenue will increase by \$3,614 in Fiscal Year 2025 resulting in a total of \$6,110 in fee revenue. It is estimated actual costs for testing these vapor submeters in the next fiscal year will be \$6,490, reducing the General Fund impact to \$380.

Penalty for Delinquent Device Registration

County Code 4.36.090 was amended in 2019 to reduce the penalty fee for delinquent annual device registration from 50% to 10% of the registration fee. The primary reason cited for the reduced penalty fee was to make the penalty more equitable and in line with other such penalties charged in the County. However, since the change occurred, the number of payment delinquencies has increased by 120%.

The Department proposes to return the penalty fee for delinquent annual device registration to 50% of the registration fee based on the increase of delinquent registrations (see Attachment 4). The Department projects that the return to a 50%

delinquency fee will encourage businesses to pay on time. The Department also proposes to change the penalty fee date from February 15 to 60 days following the expiration date of the registration permit, or initial billing, to allow an extended opportunity for businesses to pay their fees before the penalty fee is assessed. The Department proposes to add a provision to refer all delinquent fees to collections after 90 calendar days.

A study of the eight comparison counties' fee schedules shows three counties charge a 100% delinquent fee after 60 days, two counties charge up to a 50% delinquent fee after 60 days, one county charges a flat rate \$50 delinquent fee, and the two remaining counties have no penalty at all. The proposed amendment aligns with over half of the counties compared.

POLICY ISSUE:

Prior to levying a new fee, or amending an existing fee, Stanislaus County is required by Government Code Section 54985 et seq., to hold a scheduled public hearing as part of a regularly scheduled meeting of the Board of Supervisors. At that time, the Board of Supervisors may introduce and waive the first reading of an ordinance to establish new and amend existing fees of the Agricultural Commissioner.

FISCAL IMPACT:

If the proposed fee adjustments are approved, the increase in revenue for the Agricultural Commissioner is estimated to be \$152,080 in Fiscal Year 2025. This includes an increase of \$52,776 for phyto certification services, \$215 for industrial hemp services, \$2,162 for apiary colony strength services, \$2,031 for certified farmers market and certified producer inspections, \$460 for non-commercial device inspections, \$90,822 for the proposed device registration fee increases, and \$3,614 in residential utility meter fees. This would result in a decrease of \$152,080 in General Fund support. If approved, the recommended fee revenue will be included in the Agricultural Commissioner's 2025 Adopted Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priorities of *Developing a High-Performing Economy* by making funds available to the Agricultural Commissioner to be used to protect and support the local agricultural and business communities.

STAFFING IMPACT:

The existing Agricultural Commissioner staff will support these recommended actions.

CONTACT PERSON:

Linda Pinfeld, Agricultural Commissioner/Sealer

Telephone: (209) 525-4730

ATTACHMENT(S):

1. Proposed Fee Schedule
2. County Fee Comparison
3. Proposed Fee Workshop Flyer
4. Fee Ordinance

ATTACHMENT 1

**Department of Agriculture and Weights and Measures
Fee Schedule**

ACTIVITY	FEE AUTHORITY ⁽¹⁾	FEE AMOUNT	
Pest Exclusion - Plant Quarantine			
Phytosanitary Certification/Related Inspections	F&A 5202-5207; SC 9.81, 9.82	\$87.00 \$110.00	for each inspector per hour of inspection (Min. 1/2 Hr.) and travel time (Min. 1/4 Hr.).
Phytosanitary Certification/Related Inspections (After hours)	F&A 5202-5207; SC 9.81, 9.82	\$125.00 \$160.00	for each inspector per hour of inspection (Min. 1/2 Hr.) and travel time (Min. 1/4 Hr.).
Phytosanitary Certificate	F&A 5202-5207; SC 9.81, 9.82	\$40.00	per certificate
Apple Maggot Trapping	F&A 5202, 5204, 6303; SC 9.39, 9.81, 9.82	Based on Actual Cost	Hourly rate is converted into a cost per trap charge.
Fruit & Vegetable Quality Control			
Certified Farmers' Market Certificate	F&A 47020; SC 9.80	\$150.00 \$275.00	per certificate
Certified Producers' Certificate & Inspection	F&A 47020; SC 9.80	\$30.00	per certificate and
		\$87.00 \$110.00	per hr. of inspection/certificate review (Min. 1/2 Hr.) and travel time (Min. 1/4 Hr.) if applicable.
Certified Producers' Certificate Amendment & Inspection	F&A 47020; SC 9.80	\$30.00	per certificate and
		\$87.00 \$110.00	per hr. of inspection/certificate review (Min. 1/2 Hr.) and travel time (Min. 1/4 Hr.) if applicable.
Standardization Inspections	F&A 42793; CCR3 1400.10.0; SC 9.82	\$87.00 \$110.00	for each inspector per hour of inspection (Min. 1/2 Hr.) and travel time (Min. 1/4 Hr.).
Industrial Hemp			
All tasks associated with the enforcement of all laws and regulations pertaining to industrial hemp cultivation which are not reimbursable through provisions in the California Food and Agriculture Code	F&A 81005; SC 9.82	\$87.00 \$110.00	for each inspector per hour of inspection (Min. 1/2 Hr.) and travel time (Min. 1/4 Hr.).
All tasks associated with the enforcement of all laws and regulations pertaining to industrial hemp cultivation which are not reimbursable through provisions in the California Food and Agriculture Code (after hours)	F&A 81005; SC 9.82	\$125.00 \$160.00	for each inspector per hour of inspection (Min. 1/2 Hr.) and travel time (Min. 1/4 Hr.).
Agricultural Registrations			
Apiary Registration (hobbyist w/9 or fewer colonies are exempt)	F&A 29044; SC 9.45	\$10.00	per registration

Attachment: Proposed Fee Schedule (AG COMM - 2024 Proposed Fee Changes)

ACTIVITY	FEE AUTHORITY (1)	FEE AMOUNT	
Farm Labor Contractor Registration	LC 1695 (b); SC 9.45	\$25.00	per registration
Pest Control Advisor Registration-Home County	F&A 12034; SC 9.45	\$10.00	per registration
Pest Control Advisor Registration-Out of County	F&A 12034; SC 9.45	\$5.00	per registration
Pest Control Business Registration	F&A 11734; SC 9.45	\$50.00	per registration
Pest Control Business (Maintenance Gardener Registration)	F&A 11734/11704; SC 9.45	\$25.00	per registration
Pest Control Aircraft Pilot Registration - Home County	F&A 11923; SC 9.45	\$10.00	per registration
Pest Control Aircraft Pilot Registration - Out of County	F&A 11923; SC 9.45	\$5.00	per registration
Structural Pest Control Business – Branch 1 Registration (Operators & Field Representatives included)	F&A 15204.5; SC 9.45	\$25.00	per registration
Structural Pest Control Business – Branch 2 and/or 3 Registration (Qualifying Manager included)	F&A 15204; SC 9.45	\$10.00	per registration
Weights and Measures			
Commercial Device - Test at Request of Owner/User	B&P 12210.5; SC 9.82	Established by the CA Secretary of Agriculture	
Non-commercial Device - Test at Request of Owner/User	B&P 12210 (b); SC 9.82	\$87.00 \$110.00	for each inspector per hour of inspection (Min. 1/2 Hr.) and travel time (Min. 1/4 Hr.).
Service Agent Testing	B&P 12540 (c); CCR4 4083	\$35.00	Fee set by Secretary of Department of Food and Agriculture
Device Registration Fee Schedule			
Device Type		Device Fee	Business Location Fee
All devices not specifically mentioned below	B&P 12240; SC 4.36.060	\$20 \$26 per device	\$100 \$120
Livestock Scales	B&P 12240; SC 4.36.060	2K to 10K: \$100 each	\$100 \$120
	B&P 12240; SC 4.36.060	>10K: \$150 each	\$100 \$120
Class 2, Jewelry and Prescription Scales	B&P 12240; SC 4.36.060	\$80 per scale	\$100 \$120
Computing Scales	B&P 12240; SC 4.36.060	\$23 \$25 per scale	\$100 \$120
Scales with capacity >99 and <2000 lbs.	B&P 12240; SC 4.36.060	\$50 per scale	\$100 \$120
Other Scales	B&P 12240; SC 4.36.060	2K to 10K: \$150each	\$100 \$120
	B&P 12240; SC 4.36.060	>10K: \$250 each	\$100 \$120
Vehicle odometers	B&P 12240; SC 4.36.060	\$60 per device	\$100 \$120 per vehicle
Vehicle Meters	B&P 12240; SC 4.36.060	\$75 per meter	\$100 \$120 per vehicle
Wholesale Meters	B&P 12240; SC 4.36.060	\$75 per meter	\$100 \$120
Compressed Natural Gas (CNG) Meters (stationery and vehicle mounted)	B&P 12240; SC 4.36.060	\$75 \$185 per meter	\$100 \$120 per vehicle/stationery

Attachment: Proposed Fee Schedule (AG COMM - 2024 Proposed Fee Changes)

ACTIVITY	FEE AUTHORITY (1)	FEE AMOUNT	
Device Type		Device Fee	Business Location Fee
Liquified Natural Gas (LNG) Meters (stationery and vehicle mounted)	B&P 12240; SC 4.36.060	\$185 per meter	\$120 per vehicle/stationery
Liquified Propane Gas (LPG) Meters (stationery and vehicle mounted)	B&P 12240; SC 4.36.060	\$185 per meter	\$100 \$120 per vehicle/stationery
Utility Meters at Marinas, Mobile home Parks, RV Parks, Apartment complexes; includes Residential Utility Meters not specifically mentioned in B&P 12240	B&P 12240; SC 4.36.060		\$400 \$120
Water submeters		\$2 \$6 per meter	
Electric submeters		\$3 per meter	
Vapor submeters		\$4 \$10 per meter	
Residential utility meters not specifically mentioned in B&P 12240	B&P 12240; SC 4.36.060	\$2 4 per meter	\$0
Scales operated from a non-fixed location and tested at office	B&P 12240; SC 4.36.060	\$20 \$26 per scale	\$0
Applied Labor Rate		Fee Amount	
Weighted Labor Rate	CGC 54985; SC 9.82	\$87 \$110.00/Hour 8 am – 4:30 pm ⁽²⁾	\$125 \$160/Hour outside of regular work schedule of 8 am – 4:30 pm ⁽²⁾
Public Records	SC 2.96	See Stanislaus County Code 2.96	

Note: A business location for which a location fee is charged is defined as:

- a) A location with at least one commercial device
- b) Each vehicle containing one or more commercial devices
- c) Each trip to a business location necessitated by devices requiring specialized equipment
(Example: 1 vehicle scale and 1 LPG meter at the same location = 2 business locations)

K = 1000 lbs (2K to 10K = 2,000 lbs to 10,000 lbs)

(1) B&P = California Business and Professions Code
 CCR3 = California Code of Regulations, Title 3
 CCR4 = California Code of Regulations, Title 4
 CGC = California Government Code
 F&A = California Food and Agricultural Code
 LC = California Labor Code
 SC = Stanislaus County Code

(2) Calculated based on Stanislaus County Auditor's Office model

STANISLAUS COUNTY AGRICULTURAL COMMISSIONER/SEALER FEE COMPARISONS

Fee Description	STANISLAUS		COMPARISON COUNTIES							
	Current	Proposed	Fresno	Kern	Madera	Merced	Monterey	Sacramento	San Joaquin	Tulare
Date Fees Became Effective:	7/1/2022	7/1/2024	7/17/2015	10/13/2023	7/1/2011	8/13/2013 (HWLR - 7/1/2023)	7/1/2013 (HWLR - 7/1/2023)	7/1/2023	7/1/2023	7/1/2023
Hourly Weighted Labor Rate (HWLR)	\$ 87.00	\$ 110.00	\$ 87.27	\$ 51.33	\$ 71.61	\$ 121.63	\$ 114.33	\$ 100.00	\$ 118.48	\$ 55.00
OVERTIME HWLR	\$ 125.00	\$ 160.00	N/A	\$ 77.00	\$ 107.42	\$ 243.26	N/A	\$ 150.00	\$137.97 OT; \$176.95 HOLDY	\$ 110.00
Agriculture										
Phytosanitary Certification	\$40/cert. + HWLR (0.75 hr min)	\$40/cert. + HWLR (0.75 hr min)	\$18.51/cert. + HWLR + Mileage	\$40/ cert	\$30/cert. + HWLR (0.5 hr min)	HWLR	\$32/cert (\$48/cert on weekends & holidays); HWLR for treatments and export plan work	HWLR (0.5 hr min)	HWLR + mileage	\$60/cert (\$95/cert for designated intsvive procedures (export cert plans)
Certified Producer Certificate	\$30/cert. + HWLR (0.75 hr min)	\$30/cert. + HWLR (0.75 hr min)	HWLR	\$ 10.00	\$25/cert. + HWLR (0.5 hr min)	HWLR	\$20/cert + \$60/hr for insp	\$ 30.00	HWLR + mileage	HWLR
Certified Producer Certificate - Amendment	\$30/cert. + HWLR (0.5 hr min)	\$30/cert. + HWLR (0.25 hr min)	HWLR	\$ 10.00	HWLR	HWLR	\$20/cert + \$60/hr for insp	N/A	HWLR + mileage	HWLR
Certified Farmers Markets	\$150	\$275	\$60/hour	\$ 50.00	\$25/cert. + HWLR (0.5 hr min)	HWLR	\$50/cert + \$60/hr for insp	\$ 270.00	HWLR + mileage	HWLR
Standardization Inspections	HWLR	HWLR	\$0.04/ container; \$87.27 minimum	N/A	N/A	N/A	HWLR or specified commodity piecemeal rates	N/A	HWLR + mileage	\$20 - \$30 min fee or piecemeal rates

Attachment: County Fee Comparison (AG COMM - 2024 Proposed Fee Changes)

STANISLAUS COUNTY AGRICULTURAL COMMISSIONER/SEALER FEE COMPARISONS

Fee Description	STANISLAUS		COMPARISON COUNTIES							
	Current	Proposed	Fresno	Kern	Madera	Merced	Monterey	Sacramento	San Joaquin	Tulare
Apiary Inspections/Colony Strength	HWLR	HWLR	HWLR	N/A	N/A	HWLR	N/A	HWLR	HWLR + mileage	N/A
Hemp	HWLR	HWLR	N/A	HWLR + Mileage	N/A	N/A	N/A	N/A	HWLR + mileage	N/A
Weights and Measures										
Non-Commercial Devices	HWLR	HWLR	HWLR	\$90 - \$150 /hour + mileage	N/A	HWLR	N/A	HWLR	HWLR	HWLR
Location Fee	\$ 100.00	\$ 120.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 120.00	\$ 120.00	\$ 100.00	\$ 100.00	\$ 100.00
Computing Scale	\$ 23.00	\$ 25.00	\$ 23.00	\$ 20.00	\$ 20.00	\$ 25.00	\$ 25.00	\$ 23.00	\$ 23.00	\$ 23.00
Vapor Submeter	\$ 4.00	\$ 10.00	\$ 4.00	\$ 4.00	\$ 2.00	\$ 10.00	\$ 10.00	\$ 4.00	\$ 4.00	\$ 4.00
Water Submeter	\$ 2.00	\$ 6.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 6.00	\$ 6.00	\$ 2.00	\$ 2.00	\$ 2.00
CNG/LNG Meter	\$ 75.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 175.00	\$ 185.00	\$ 185.00	\$ 130.00	\$ 75.00	\$ 100.00
Vehicle Odometer	\$ 20.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 20.00	\$ 60.00	\$ 60.00	\$ 20.00	\$ 60.00	\$ 20.00
Unspecified Device	\$ 20.00	\$ 26.00	\$20/scale; \$1000 cap	\$ 20.00	N/A	\$ 26.00	\$ 26.00	\$ 20.00	\$ 20.00	\$ 20.00
Residential Utility Meter	\$ 4.00	Same as Water, Electric or Vapor Submeter	N/A	\$90 - \$120/hour + \$200 trip fee + \$0.65/mile	N/A	N/A	N/A	N/A	N/A	N/A
Device Registration Late Penalty	10% of the current fee due. Late fee charged after Feb. 15th	50% of the current fee due. Late fee charged after 60 days; Sent to collections at 90 days late	N/A	\$50 charged when fees not paid prior to the expiration of the permit	50% of the total fee due if not paid within 60 days of the invoice	30-59 days late = 25% of fee due; 60-89 days late = 100% of fee due; Sent to collections at 90 days late	1-29 days late = 25% of fee due; 30-59 days late = 50% of fee due; >59 days late = 100% of fee due	Twice (2x) the amount of the fee due if not paid within 60 days of billing date	50% of fee due (not to exceed \$100.00) when not paid after March 1st	N/A

Attachment: County Fee Comparison (AG COMM - 2024 Proposed Fee Changes)


**DEPARTMENT OF AGRICULTURE &
WEIGHTS AND MEASURES**

 Linda Pinfold
 AGRICULTURAL COMMISSIONER/
 SEALER OF WEIGHTS AND MEASURES

 David J. Singh
 ASSISTANT AGRICULTURAL COMMISSIONER/
 SEALER OF WEIGHTS AND MEASURES

WORKSHOP FOR PROPOSED FEES

**STANISLAUS COUNTY AGRICULTURAL CENTER, HARVEST HALL (Room ABC)
3800 CORNUCOPIA WAY, MODESTO, CA 95358**

Tuesday, March 19, 2024 from 6:00 PM – 7:00 PM

This notice is an invitation to attend a public meeting to discuss proposed amended fees to the Department of Agriculture and Weights and Measures Fee Schedule. The mission of the Agricultural Commissioner is to protect and support local agricultural and business communities and recognizes that it is necessary to have collaboration with the County's business community. The Department is proposing to adjust:

The Department's Weighted Labor Rate (the rate at which inspection time is billed) which will affect fees for the following inspections:

- Phytosanitary Certificate inspections
- Certified Producer inspections
- Certified Farmers Market Certificates
- Standardization inspections
- Apiary Colony Strength inspections
- Hemp inspections
- Non-commercial device inspections

Certain Device Registration Fees including:

- Location fees
- Water and Vapor Submeters
- Residential Utility Meters (applies to companies who operate residential utility submeters and are not specifically mentioned in the California Business and Professions Code, Section 12240)
- Computing scales
- CNG/LNG Meters
- Odometers
- The delinquent penalty fee for late payment of device registration

The Department will address the basis for the proposed changes and there will be an opportunity to ask questions. This workshop is being conducted prior to the Board of Supervisors' approval of the fee proposal. The proposed fee adjustments will be available online by the date of the workshop at <http://www.stanag.org>. Please let us know if you would like a copy emailed, mailed, or faxed to you. If the fees are approved, they will become effective on July 1, 2024.

If you have questions, please contact Assistant Ag Commissioner/Sealer Dave Singh at (209) 525-4730. Your feedback is important to us. If you are unable to attend, you may submit any comments in writing to the attention of Dave Singh at the address listed below or e-mail your comments to agcom50@stancounty.com.

Attachment: Proposed Fee Workshop Flyer (AG COMM - 2024 Proposed Fee Changes)

ORDINANCE NO. C.S. _____

**AN ORDINANCE TO AMEND CHAPTER 4.36 OF THE STANISLAUS COUNTY
CODE AND ASSOCIATED DEPARTMENT OF AGRICULTURE AND
WEIGHTS AND MEASURES FEE SCHEDULE**

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF
CALIFORNIA, ORDAINS AS FOLLOWS:**

Section 1. Stanislaus County Code, Title 4, Chapter 4.36, Section 4.36.060 is hereby amended to read as follows:

“4.36.060 Annual registration fee.

An annual registration fee shall be charged for the calendar year, or any part thereof, for all weighing and measuring instruments used for commercial purposes. The annual registration fee shall be the maximum set forth in Section 12240(a) of the Business and Professions Code, not to exceed the total cost of the county’s inspection or testing program. The fee for each scale operated from a non-fixed location (Farmer’s Market) if delivered to the department for inspection prior to paying the annual device registration fee shall consist of the device fee set forth in Section 12240(b) of the Business and Professions Code. All other fees shall consist of both the device and location fees as set forth in Section 12240(f) of the Business and Professions Code. Companies, who operate residential utility meters and are not specifically mentioned in Section 12240 of the Business and Professions Code, shall pay the same fee as the water, vapor, or electric device fees charged to operations specifically mentioned in Section 12240(g)(1) of the Business and Professions Code.”

Section 2. Stanislaus County Code, Title 4, Chapter 4.36, Section 4.36.090 is hereby amended to read as follows:

"4.36.090 Delinquent Certificate

Any person failing to pay their new or renewal annual device registration fee (device fee plus location fee) on or before 60 days following the expiration date of the registration permit or initial billing shall be required to pay an additional sum equal to fifty (50%) percent of the registration fee as a penalty for any such delinquency. Fees not paid after 90 days of the initial billing will be forwarded to revenue and reimbursement."

Section.3 This ordinance shall take effect 30 days from and after the date of its passage and before the expiration of 15 days after its passage, it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this _____ day of _____, 2024, by the following called vote:

- AYES: Supervisors:
- NOES: Supervisors:
- ABSENT: Supervisors:
- ABSTAIN: Supervisors:

Mani Grewal
Chairman of the Board of Supervisors
of the County of Stanislaus, State of California

Attachment: Fee Ordinance (AG COMM - 2024 Proposed Fee Changes)

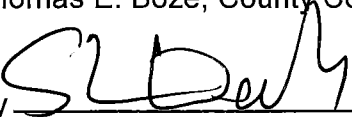
ATTEST:

Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By _____
Deputy Clerk

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By  _____
Shaun Wahid
Chief Deputy County Counsel

Attachment: Fee Ordinance (AG COMM - 2024 Proposed Fee Changes)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Planning and Community Development

BOARD AGENDA:6.2
AGENDA DATE: April 30, 2024

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees for Building Permit Services

STAFF RECOMMENDATION:

1. Conduct a public hearing to introduce and waive the first reading of an ordinance to amend existing fees for building permit services.

DISCUSSION:

The Board of Supervisors approved the last update to the Department of Planning and Community Development's Building Permits Services fees on May 24, 2022. Building Permit Services fee structure is comprised of both valuation based and flat-rate fees (approximately 90% and 10% respectively). Valuation based fees are based on the value of construction and applied to a multiplier associated with the percentage of departmental costs that must be obtained from building permit fees. Building Valuation Data (BVD) is published by the International Code Council (ICC), updated at six-month intervals, and the data is based on market values averages of construction costs throughout the United States. The BVD is a published industry standard used by jurisdictions throughout the state and is available on the ICC website: <https://www.iccsafe.org/>. The department is currently utilizing the August 2020 BVD and no change in the BVD is being proposed, however, an increase to the valuation fee, based on the multiplier, is being proposed.

Building Permit Services is proposing to increase all fees by 3.4% reflecting the increase in the Consumer Price Index. Building Permit Services is also proposing one new fee for Cannabis Enforcement General Inspections at \$245 with an additional \$75 for each additional unit. Building Permit Services have incurred increased costs related to Cannabis Enforcement inspections.

As discussed above, 90% of the Building Permit Services fee structure is comprised of valuation based fees applied to a multiplier associated with the percentage of departmental costs that must be obtained from building permit fees. The table below illustrates the proposed 3.4% increase to the valuation based fees:

TOTAL VALUATION	EXISTING	PROPOSED
\$1 to \$500	\$ 25.60	\$ 26.50
\$501 to \$2,000	\$25.60 for the first \$500 plus \$3.32 for each additional \$100 or fraction thereof, to and including \$2,000	\$26.50 for the first \$500 plus \$3.43 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$75.50 for the first \$2,000 plus \$15.30 for each additional \$1,000 or fraction thereof, to and including \$25,000	\$78.00 for the first \$2,000 plus \$15.82 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$426.80 for the first \$25,000 plus \$11.02 for each additional \$1,000 or fraction thereof, to and including \$50,000	\$441.30 for the first \$25,000 plus \$11.39 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$702.25 for the first \$50,000 plus \$7.65 for each additional \$1,000 or fraction thereof, to and including \$100,000	\$726.15 for the first \$50,000 plus \$7.91 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,084.00 for the first \$100,000 plus \$6.12 for each additional \$1,000 or fraction thereof, to and including \$500,000	\$1,120.85 for the first \$100,000 plus \$6.33 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,527.60 for the first \$500,000 plus \$5.18 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	\$3,647.50 for the first \$500,000 plus \$5.36 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and Up	\$6,118.40 for the first \$1,000,001 plus \$3.43 for each additional \$1,000 or fraction thereof	\$6,326.40 for the first \$1,000,001 plus \$3.55 for each additional \$1,000 or fraction thereof

The following is a summary of valuation based and flat-rate permit fee increases based on the common construction/permit types:

Construction/Permit Type	Existing Fee	Proposed Fees	Difference
Single Family Dwelling*	\$ 5,511.68	\$ 5,699.08	\$ 187.40
Agricultural Storage Building**	\$ 1,949.97	\$ 2,016.27	\$ 66.30
Tenant Improvement***	\$ 1,524.10	\$ 1,575.92	\$ 51.82
3,500 sq. ft. Garage	\$ 2,470.07	\$ 2,554.05	\$ 83.98
2,500 sq. ft. Garage	\$ 1,985.25	\$ 2,052.75	\$ 67.50
1,500 sq. ft. Garage	\$ 1,432.13	\$ 1,480.82	\$ 48.69
HVAC - System Replacement	\$ 220.34	\$ 227.83	\$ 7.49
Water Heater Replacement	\$ 137.75	\$ 142.43	\$ 4.68
Electrical Service Upgrade	\$ 145.57	\$ 150.52	\$ 4.95
Re-roof	\$ 220.34	\$ 227.83	\$ 7.49

*Based on a 3,300 Square Feet (sq. ft.) dwelling, with a 1,350 sq. ft. garage, and a 740 sq. ft. patio.

**Based on a 5,000 sq. ft. building.

***Based on a 1,200 sq. ft. of warehouse to office space conversion.

All of the department's proposed updates to its Building Permit Services Fees are reflected in Attachment 1 – *Proposed Ordinance and 2024 Building Permit Services Fee Schedule*. Other fees that may be applied at the time of building permit issuance, and are not reflected in Attachment 1, are those charged by other County departments (e.g., Departments of Environmental Resources, Public Works, and the Fire Warden), fire and school districts, and the County's Public Facilities Fees. For Fiscal Year 2024, the Planning Services fee for review of a building/grading permit and landscape plan review is also proposed to increase by 3.4% from \$89 to \$92.

Upon setting of the public hearing for consideration of this request, the department sent notices of the proposed amendments to persons and firms known as regular applicants seeking building permit services. The department also sent notices to the Stanislaus County Farm Bureau and the California Building Industry Association. Any comments and/or concerns received as a result of this notification process will be presented by staff to the Board of Supervisors at the public hearing.

POLICY ISSUE:

Building Permits, and associated fees, are authorized under California Health and Safety Code Section 19130 et seq. Prior to levying a new fee, or amending an existing fee, Stanislaus County is required by California Government Code Section 54985 et seq. and 66016, to hold a scheduled public hearing as part of a regularly scheduled meeting of the Board of Supervisors. At that time, the Board may introduce and waive the first reading of an ordinance to amend the department's existing building permit services fees. In accordance with Government Code Section 66017, building permit fees become effective on July 20, 2024, sixty days after the adoption date of May 21, 2024.

FISCAL IMPACT:

The increase in revenue resulting from the approval of this proposal is anticipated to provide \$85,000 in increased estimated revenue for Fiscal Year 2025 based on Fiscal Year 2024 permit revenue projections. The estimated increased revenue of \$85,000 will help offset the Fund Balance needed to fund operations in the Building Permits Division in Fiscal Year 2025. The estimated Building Division fund balance as of July 1, 2024 is \$2,548,067. The fund balance includes \$1,638,686 tied to building permits that have not been finalized (building inspections and other services not yet delivered). The remaining fund balance amount of \$909,381 will be used to fund the department's front counter remodel, vehicle, and computer refresh, and to cover general administrative costs associated with the cyclical highs and lows in permit volumes.

BOARD OF SUPERVISORS' PRIORITY:

These recommended actions are consistent with the Board's priorities of *Developing a High-Performing Economy*, *Delivering Efficient Public Services*, and *Enhancing Community Infrastructure* by providing for cost recovery needed to allow the department

to continue providing high quality, streamlined permit processing services for the benefit of all our customers.

STAFFING IMPACT:

Planning and Community Development Department staff is responsible for the implementation of any fee changes.

CONTACT PERSON:

Angela Freitas, Planning and Community Development Director
Telephone: (209) 525-6330

ATTACHMENT(S):

1. Proposed Ordinance and 2024 Building Permit Services Fee Schedule

ORDINANCE NO. C.S. _____

AN ORDINANCE TO ADOPT A REVISED FEE SCHEDULE FOR BUILDING PERMIT SERVICES BY THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. The Board of Supervisors hereby adopts the Department of Planning and Community Development 2024 Building Permit Services Fee Schedule for building permit services, attached as Exhibit A and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. This ordinance shall be published once before the expiration of 15 days after passage of this ordinance, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California, and the ordinance shall take effect either (a) pursuant to Section 25123 of the Government Code, 30 days after the date of publication, or (b) pursuant to Section 66017 of the Government Code, 60 days following the final action on the adoption of the fees or charges, whichever date occurs last.

Upon motion of Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, the ____ day of _____ 2024, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAINING: Supervisors:

Mani Grewal,
Chairman of the Board of Supervisors,
of the County of Stanislaus,
State of California

//

Attachment: Proposed Ordinance and 2024 Building Permit Services Fee Schedule (PH BLD Proposed Fees 2024)

Ordinance No. C.S. _____
Adopted May 21, 2024
Page 2

ATTEST:

Elizabeth A. King,
Clerk of the Board of Supervisors,
of the County of Stanislaus,
State of California

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:
Thomas E. Boze,
County Counsel

By:  _____
Robert J. Taro,
Assistant County Counsel

Attachment: Proposed Ordinance and 2024 Building Permit Services Fee Schedule (PH BLD Proposed Fees 2024)

Stanislaus County Building Permit Services Fee Schedule - Effective July 20, 2024

The fees captured in this schedule are for building permit services delivered by the Stanislaus County Planning and Community Development Department's Building Permit Division only. Additional fees from other County Departments, Fire Districts, School District, and/or County Public Facilities Fees may be applicable.

GENERAL APPLICATION PROCESSING FEE AND PER HOUR RATE - APPLICABLE TO ALL PERMIT TYPES

	EXISTING	PROPOSED
Application Processing Fee - Per Application	\$ 49.00	\$ 50.50
Field Inspection Hourly Rate	\$ 107.50	\$ 111.00
Plan Review (PC) Hourly Rate	\$ 107.50	\$ 111.00

MANUFACTURED HOMES¹

The fee for a Manufactured Home set up permit on private property shall be stipulated in the Mobile Home Parks Act, Title 25 of the California Administrative Code section 1020.1. (excluding the re-inspection fee). The re-inspection fee is based on the County's approved re-inspection fee included herein. The fee's indicated in section 1020.1 include inspection of utilities, sewage, and setup.

	EXISTING	PROPOSED
Mobile Home Plan Review Fee - Actual cost with deposit fee based on a 3/4 of a hour minimum.	\$ 80.50	\$ 83.50
Additional Plan Review Fee - Actual cost with deposit fee based on a 1/2 of a hour minimum	\$ 54.00	\$ 56.00
Electrical Service	\$ 88.50	\$ 91.50
Mobile Home Inspection Fee	\$ 360.00	NO CHANGE
Mobile Home Permanent Foundation System Fee	\$ 121.50	\$ 125.50

¹ California Department of Housing and Community Development Fee will be collected by the County at the rate set by the State.

GENERAL INSPECTIONS

General Inspections included, but are not limited to, fire damage evaluation inspections, minor repairs, and inspection of smoke and carbon monoxide detectors. Each inspection includes a written staff report to the applicant. **A general inspection fee for cannabis related enforcement shall be applicable when a property is actively the subject of any law or code enforcement action resulting from any non-permitted on-site cannabis activity.**

	EXISTING	PROPOSED
Site or Structure - Non-Cannabis Related Enforcement	\$ 136.50	\$ 141.00
Each Additional Unit ² - Non-Cannabis Related Enforcement	\$ 58.00	\$ 60.00
Site or Structure - Cannabis Related Enforcement	\$ -	\$ 245.00
Each Additional Unit² - Cannabis Related Enforcement	\$ -	\$ 75.00

² A duplex shall be considered a single unit for purposes of this fee.

MOVE IN DWELLING OR STRUCTURE (PRE-MOVE INSPECTION AND REPORT)³

A fee for each inspection and permit shall be paid in accordance to the following:

	EXISTING	PROPOSED
Structure or House to be Moved Currently Exists Within the County	\$ 136.50	\$ 141.00
Structure or House to be Moved Into the County	\$ 207.50	\$ 214.50

³ A completion guarantee deposit shall be posted with the County's Chief Building Official when the building permit application purposes to relocate an existing structure for human occupancy. The amount of the guarantee shall not be less than \$5.00 per square-foot for the structure, nor less than \$5,000.00. The guarantee deposit shall be in the form of a "TIME CERTIFICATE OF DEPOSIT" or an "ASSIGNED PASSBOOK" account. The construction for which the guarantee deposit is posted shall be completed within one year. On a showing of good cause the construction time may be extended by the Chief Building Official for an additional period not to exceed one year. In the case on non-compliance of work within the one year, the Chief Building Official may use the guarantee deposit to either complete the work or demolish the unfinished structure. The guarantee deposit, or unused portion thereof, will be returned to the depositor upon final inspection and acceptance of the work performed.

AFTER HOURS (5:00 P.M. TO 7:00 A.M.) AND WEEKEND INSPECTIONS, EXCLUDING HOLIDAYS

After hours and emergency inspections subject to staff availability. This fee is to be paid prior to the inspection being made and the inspection request shall be submitted during normal business hours 24 hours prior to inspection date. The fee for after hours inspections shall be as follows:

	EXISTING	PROPOSED
Hourly Rate	\$ 160.50	\$ 166.00
Minimum Charge - Based on a three hour minimum.	\$ 481.00	\$ 497.50

CALCULATED VALUATION BASED PERMITS

The County's Building Official shall make the determination of value or valuation under any of the provisions of this code. The value to be used in computing the building permit and building plan review fees shall be the total value of all the construction work for which the permit is issued as well as: all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment authorized by Government Code Section 66016 and Health and Safety Code Section 19130-19138. The Chief Building Official shall use the August 2020 building valuation data found in the "Building Safety Journal" published by the International Code Council (ICC).

TOTAL VALUATION	EXISTING	PROPOSED
\$1 to \$500	\$ 25.60	\$ 26.50
\$501 to \$2,000	\$25.60 for the first \$500 plus \$3.32 for each additional \$100 or fraction thereof, to and including \$2,000	\$26.50 for the first \$500 plus \$3.43 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$75.50 for the first \$2,000 plus \$15.30 for each additional \$1,000 or fraction thereof, to and including \$25,000	\$78.00 for the first \$2,000 plus \$15.82 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$426.80 for the first \$25,000 plus \$11.02 for each additional \$1,000 or fraction thereof, to and including \$50,000	\$441.30 for the first \$25,000 plus \$11.39 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$702.25 for the first \$50,000 plus \$7.65 for each additional \$1,000 or fraction thereof, to and including \$100,000	\$726.15 for the first \$50,000 plus \$7.91 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,084.00 for the first \$100,000 plus \$6.12 for each additional \$1,000 or fraction thereof, to and including \$500,000	\$1,120.85 for the first \$100,000 plus \$6.33 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,527.60 for the first \$500,000 plus \$5.18 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	\$3,647.50 for the first \$500,000 plus \$5.36 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and Up	\$6,118.40 for the first \$1,000,001 plus \$3.43 for each additional \$1,000 or fraction thereof	\$6,326.40 for the first \$1,000,001 plus \$3.55 for each additional \$1,000 or fraction thereof

Attachment: Proposed Ordinance and 2024 Building Permit Services Fee Schedule (PH BLD Proposed Fees 2024)

BUILDING INSPECTION FEES - MECHANICAL

The minimum mechanical fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	\$ 107.50	\$ 111.00
Field Inspections Minimum Charge	\$ 80.50	\$ 83.50
Per Piece of Mechanical Equipment to be Inspected	\$ 15.50	\$ 16.00

BUILDING INSPECTION FEES - ELECTRICAL

The minimum electrical fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	\$ 107.50	\$ 111.00
Field Inspections Minimum Charge	\$ 80.50	\$ 83.50
Per Electrical Motor, Generator, Transformer, Machine Fixture or Device Requiring an Inspection	\$ 15.50	\$ 16.00
Electrical Service Greater Than 1,000 amps	\$ 147.00	\$ 152.00
New Electrical Service or the Replacement of, Temporary Power, and Electrical Pumps	\$ 88.50	\$ 91.50

BUILDING INSPECTION FEES - PLUMBING

The minimum plumbing fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	\$ 107.50	\$ 111.00
Field Inspections Minimum Charge	\$ 80.50	\$ 83.50
Per Fixture or Trap or Device Requiring an Inspection	\$ 7.00	\$ 7.50

MISCELLANEOUS PERMIT FEES

Miscellaneous permit fees cover all permit types not otherwise identified within this fee schedule. The minimum miscellaneous permit fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	\$ 107.50	\$ 111.00
Field Inspections Minimum Charge	\$ 80.50	\$ 83.50

GRADING PERMIT FEES

The minimum grading permit fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	\$ 107.50	\$ 111.00
Field Inspections Minimum Charge	\$ 80.50	\$ 83.50

RESEARCH FEES

The minimum research fee shall not be less than the actual cost of conducting and delivering the research at the hourly rate as set forth in this fee schedule. A non-refundable deposit shall be collected before any research work can begin. Any remaining balance due shall be collected upon completion of the research.

	EXISTING	PROPOSED
Research Hourly Rate	\$ 66.50	\$ 69.00
Research Minimum Charge	\$ 34.00	\$ 35.00

Attachment: Proposed Ordinance and 2024 Building Permit Services Fee Schedule (PH BLD Proposed Fees 2024)

INVESTIGATION FEES

Whenever any work has commenced for which a permit is required by the County's adopted code without first obtaining said permit, an investigation fee shall be imposed. The minimum investigation fee shall be equal to the amount of the permit fee required and shall be collected at the time of building permit application submittal. The payment of any investigation fee shall not exempt any person from compliance with all other provisions of the adopted code, nor from any penalty prescribed by law.

RE-INSPECTION FEES

A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. The fee will be at the following rate:

	EXISTING	PROPOSED
First Re-Inspection Fee	\$ 107.00	\$ 110.50
Second Re-Inspection Fee for Same Item	\$ 212.50	\$ 220.00
Third Re-Inspection Fee for Same Item	\$ 322.00	\$ 333.00

MICRO FILM FEES

A microfilm fee shall be collected for all building permits at the following rate:

	EXISTING	PROPOSED
Counter Permit (No Plans)	\$ 4.00	\$ 4.25
Residential	\$ 7.00	\$ 7.25
Commercial	\$ 7.00	\$ 7.25
Plus a Per Sheet Cost on Plans	\$ 1.75	\$ 2.00

PLAN REVIEW FEES

When plans or their data are required to be submitted by Section 107 of the adopted California Building Code, a plan review fee shall be paid at the time of submitting plans and specifications for review. The Plan Review Fee is in addition to the Building Permit Fees and at no time shall the plan review fee be less than the County's actual cost of plan review computed at the hourly plan review rate.

	EXISTING	PROPOSED
Plan Review Fees - Based on Building Permit Fee	65%	NO CHANGE
Incomplete Plans or Changed Plans Requiring Additional Plan Review Shall Be Charged an Additional Plan Review Fee (With a Minimum 1/2 Hour Charge)	\$ 107.50	\$ 111.00

MASTER PLAN REVIEW

A Master plan review shall only apply to an individual recorded subdivision. The fee for a Master plan review shall be:

- 1) 65% of the building permit fee for the original plan review, and
- 2) all subsequent permits pulled using a pre-approved plan will be assessed a plan review fee equal to 50% of the full plan review fee.

EXPIRATION OF PLAN REVIEW

In accordance with By Section 105.3.2 California Building Code, applications for which no permits have been issued within 180 days following the date of application, shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Chief Building Official. The Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. In order to renew action on an application after expiration, the applicant shall be required to submit new plans and pay the new plan review fee in effect at the time of re-submittal.

WIND AND GEOTHERMAL ALTERNATIVE ENERGY SYSTEMS PERMIT FEES

The minimum alternative energy system fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the following weighted hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	\$ 107.50	\$ 111.00
Field Inspections Minimum Charge	\$ 80.50	\$ 83.50

Attachment: Proposed Ordinance and 2024 Building Permit Services Fee Schedule (PH BLD Proposed Fees 2024)

PHOTOVOLTAIC

Residential Roof Mount System⁴

Total Kilowatts	Additional Cost Per Kilowatt		
	BASE COST	EXISTING	PROPOSED
0 to 15	\$ 500.00	\$0.00	NO CHANGE
16 and Up	\$ 500.00	\$16.35 for each KW over 15 KW	\$16.90 for each KW over 15 KW

Residential Ground Mount System⁴

Total Kilowatts	Additional Cost Per Kilowatt		
	BASE COST	EXISTING	PROPOSED
0 to 15	\$ 798.00	\$0.00	NO CHANGE
16 and Up	\$ 798.00	\$16.35 for each KW over 15 KW	\$16.90 for each KW over 15 KW

Commercial Ground Mount System⁴

Total Kilowatts	Additional Cost Per Kilowatt		
	BASE COST	EXISTING	PROPOSED
0 to 50	\$ 1,447.00	\$0.00	NO CHANGE
51 to 250	\$ 1,447.00	\$7.65 Per Kilowatt over 50	\$7.90 Per Kilowatt over 50
251 to 1,000	\$ 2,847.00	\$4.35 Per Kilowatt over 250	\$4.50 Per Kilowatt over 250
1,001 to 5,000	\$ 5,847.00	\$1.65 Per Kilowatt over 1,000	\$1.70 Per Kilowatt over 1,000
5,001 to 25,000	\$ 11,847.00	\$0.50 Per Kilowatt over 5,000	NO CHANGE
25,001 to 75,000	\$ 21,847.00	\$0.25 Per Kilowatt over 25,000	NO CHANGE
75,001 to 150,000	\$ 34,347.00	\$0.25 Per Kilowatt over 75,000	NO CHANGE
150,001 and Up	\$ 53,097.00	\$0.25 Per Kilowatt over 150,000	NO CHANGE

Commercial Roof Mount System

Total Kilowatts	Additional Cost Per Kilowatt		
	BASE COST	EXISTING	PROPOSED
0 to 50	\$ 1,000.00	\$0.00	NO CHANGE
51 to 250	\$ 1,000.00	\$7.65 for Each KW over 50 KW	\$7.90 for Each KW over 50 KW
251 to Up	\$ 2,400.00	\$5.45 for Each KW over 250 KW	\$5.65 for Each KW over 250 KW

⁴ Fees above do not include accessory structures associated with project.

FEE REFUNDS

The Building Official may authorize the refund of any fee paid hereunder, which was erroneously paid or collected. The Building Official may authorize the refund of not more than 80% of the permit fee paid when work has not commenced. The Building Official may authorize the refund of not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid, is withdrawn, or cancelled before any plan review has begun. The Building Official shall not authorize the refund of any fee paid except upon written application filed by the original permit holder no later than 180 days after the date of fee payment. All actual staff and processing fee costs shall be paid in full prior to issuance of any refund and the required microfilm charge shall be retained.

CREDIT CARD TRANSACTION FEE

An additional 3.5% charge shall be added to any fees collected by credit card.

ONE-STOP-SHOP PAYMENT COLLECTION

An additional charge of ~~\$5.00~~ **\$7.50** per permit application shall be charged when fees are collected by Building Permit Services for any other County Departments, Fire Districts, and/or the State of California Department of Housing and Community Development.

Attachment: Proposed Ordinance and 2024 Building Permit Services Fee Schedule (PH BLD Proposed Fees 2024)

ADDRESSING FEES

	EXISTING	PROPOSED
Addressing Hourly Rate	\$ 107.50	\$ 111.00
New Address Request - Deposit based on 1/2 hour minimum charge.	\$ 53.75	\$ 56.00
Address Reassignment - Deposit based on 1/2 hour minimum charge.	\$ 53.75	\$ 56.00
Address Research - Deposit based on 1/2 hour minimum charge.	\$ 53.75	\$ 56.00

PHOTOCOPY CHARGES ⁵

	EXISTING	PROPOSED
8 1/2" X 11" - First Page	\$ 1.00	NO CHANGE
8 1/2" X 11" - Additional Pages (per page cost)	\$ 0.25	NO CHANGE
11" x 17" - First Page	\$ 1.00	NO CHANGE
11" x 17" - Additional Pages (per page cost)	\$ 0.50	NO CHANGE

⁵ Large format plans required to be copied off-site will only be provided electronically via email at no charge.

STATE FEES REQUIRED TO BE COLLECTED BY THE COUNTY

Strong Motion Instrumentation Program

A fee collected on behalf of the California Department of Conservation in accordance with California Public Resources Code Sections 2705-2709.1 for seismic education and preparation for damage assessments after seismic events. Public Resources Code 2705-2709.1: A fee from each building permit shall be equal to the amount of the proposed building construction (Valuation) for which the building permit is issued. The fee amount shall be assessed in the following way:

Group R occupancies, one to three stories in height, except hotels and motels, shall be assessed at a rate of \$13.00 per \$100,000.00, but not less than fifty cents.

All other buildings shall be assessed at the rate of \$28.00 per \$100,000.00 with appropriate fractions thereof, but not less than fifty cents.

For the purpose of this fee, any "Building" is any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

Building Standards Administration Special Revolving Fund

A fee collected on behalf of the California Building Standards Commission in accordance with California Health and Safety Code Sections 18931.6-18931.1, The Green Fee or SB 1473 (Calderon, Chapter 719, Statutes of 2008), for the development, adoption, publication, and updating of green building standards, guidelines, educational efforts, including, but not limited to, training for local building officials associated with green building standards.

A fee of four dollars per \$100,000.00 with appropriate fractions thereof, but not less than one dollar shall be assessed on every permit.

California Housing and Community Development (HCD) Manufactured Home Foundation Fee

Per California Health and Safety Code section 18551, this fee is payable to HCD for each transportable section of a manufactured home, mobile home, or commercial modular being placed on a foundation system.

HCD State Fee Per Unit \$11.00

Attachment: Proposed Ordinance and 2024 Building Permit Services Fee Schedule (PH BLD Proposed Fees 2024)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Planning and Community Development

BOARD AGENDA:6.3
AGENDA DATE: April 30, 2024

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees for Planning Services

STAFF RECOMMENDATION:

1. Conduct a public hearing to introduce and waive the first reading of an ordinance to amend existing fees for planning services.

DISCUSSION:

The Planning and Community Development Department's Planning Division collects fees for review of land use entitlements and land division proposals, along with fees for the administration of the Williamson Act, review of Alcohol Beverage Control Licenses (ABC) fees, and review of building permits. The department currently collects both flat fees and deposit-based fees with the goal of recovering 100% of its application related costs for planning services.

The department's Planning Services Fee Schedule (hereafter "the Fee Schedule") is based on established time studies for the processing of each application type. The department annually reviews the times studies to assess if any changes impacting the fees have occurred and to determine the change in the calculated weighted labor rates since the last update. The Board of Supervisors approved the last update to the Fee Schedule on May 23, 2023. The department has determined that no significant changes in the average processing times have occurred. The proposed amendments to the Fee Schedule reflect a 3.4% increase to flat fees (see Attachment 1 – *Proposed Ordinance and 2024 Planning Services Fee Schedule*). The 3.4% increase reflects the increase in the Consumer Price Index and the increases range from \$2 to \$154 per application. The department is not proposing any changes to the deposit-based/actual cost fees and will continue to monitor deposit amounts annually. Deposit amounts for "Field Inspection and Site Visits" and "Permit and Zoning Research" are proposed to continue to automatically adjust based on the July 1st average weighted labor rate of planning staff assigned to perform the work (the mid-rate step for an Associate Planner).

The Fee Schedule includes fees collected for Department of Environmental Resources (DER), Public Works, and the Clerk of the Board at time of application. Proposed amendments to Public Works fees also being considered this year are listed on the Fee Schedule to illustrate the total cost of each fee based on all proposed fee increases. Public Works will be requesting approval of their proposed fee increases in a separate

Board of Supervisor item. No amendments to DER or Clerk of the Board fees are being proposed this year. Current DER and Clerk of the Board fees are included on the Fee Schedule.

This year the department has undertaken an overall reformatting of the Fee Schedule in an effort to more clearly reflect the breakdown between the department's fees and non-department fees collected at the time of application submittal and to simplify the notes associated with the Fee Schedule. The reformatting includes clarification that the Flood Plan Administration fee applied to some of the application types is now collected on behalf of the Public Works Department in accordance with the Board of Supervisors realignment of the floodplain administration duties on March 5, 2019.

The Fee Schedule has also been updated to clarify that the department only receives a portion of the overall business license application fee collected by the County's Treasurer-Tax Collector. Past fee schedules have reflected the entire application fee amount. The current cost of a business license application is \$97 (for new licenses and renewals); of which \$4 is a state fee and the remaining \$93 is split 35% to the Planning Department and 65% to the Treasurer-Tax Collector. The department is proposing to increase its portion of the Business License fee from \$32.55 to \$34. This increase will be in addition to any increase approved at the request of the Treasurer-Tax Collector for its portion of the fee. Business license application fees are collected by the Treasurer-Tax Collector for both new licenses and renewals. The department is only involved in the review of new license requests.

In 2023, the Board of Supervisors was presented with concerns by a property owner over the \$4,837 actual cost/deposit amount for the Agricultural Grievances application. The agricultural grievance process is part of the County's Right-to-Farm Ordinance, which establishes an agricultural grievance committee to address resolution of disputes should any controversy arise regarding any inconveniences or discomforts associated with agricultural operations (County Code Section 9.32.080). The grievance process aims to resolve a matter prior to the filing of any court action with the committee serving to arbitrate and mediate disputes involving agricultural operations. The County's Planning Commission serves as the agricultural grievance committee. The grievance process is dependent upon the willingness of both parties to voluntarily submit the dispute to arbitration and their agreement to abide by the grievance committee's decision. Any costs associated with the function of the grievance committee process, including costs of investigation, shall be borne by the losing party or in such proportion as the grievance committee shall deem appropriate. The Right-to-Farm Ordinance allows for the Board of Supervisors to prescribe fees. An actual cost fee for an Agricultural Grievances application has been in place since at least 2001, however, a minimum deposit amount was not identified until 2005. The 2005 deposit amount of \$3,000 has been adjusted over the years to account for the general increase in application processing costs. The department is recommending that the Agricultural Grievances application fee remain "as is" with no proposed increase. If both parties are unwilling to voluntarily submit the dispute to arbitration, a refund, minus staff costs for time spent coordinating with the parties, will be provided to the party filing the application.

Upon setting of the public hearing for consideration of this request, the department sent notices of the proposed amendments to persons and firms known to the department as

regular representatives and applicants seeking planning services. The department also sent notice to the Stanislaus County Farm Bureau and the California Building Industry Association. Any comments and/or concerns received as a result of this notification process will be presented by staff to the Board of Supervisors at the public hearing.

POLICY ISSUE:

Prior to levying a new fee, or amending an existing fee, Stanislaus County is required by Government Code Sections 54985 et seq. and 66016, to hold a scheduled public hearing as part of a regularly scheduled meeting of the Board of Supervisors. At that time, the Board may introduce and waive the first reading of an ordinance to amend the department's existing planning services fees. In accordance with Government Code Section 66017, planning services fees become effective on July 20, 2024, sixty days after the adoption date of May 21, 2024.

FISCAL IMPACT:

The increase in revenue resulting from the approval of this proposal is expected to recoup 100% of the total cost to processing land use permits, Williamson Act contracts, and other services identified on the Fee Schedule. It is anticipated that with the total adjustments as proposed, revenues to the department are estimated to increase by approximately \$7,297 in Budget Year 2025 based on Fiscal Year 2023 permit volumes.

BOARD OF SUPERVISORS' PRIORITY:

These recommended actions are consistent with the Board's priorities of *Developing a High-Performing Economy*, *Delivering Efficient Public Services*, and *Enhancing Community Infrastructure* by providing for cost recovery needed to allow the department to continue providing high quality, streamlined permit processing services for the benefit of all our customers.

STAFFING IMPACT:

Planning and Community Development Department staff is responsible for the implementation of any fee changes.

CONTACT PERSON:

Angela Freitas, Planning and Community Development Director
Telephone: (209) 525-6330

ATTACHMENT(S):

1. Proposed Ordinance and 2024 Planning Services Fee Schedule

ORDINANCE NO. C.S. _____

AN ORDINANCE TO ADOPT A REVISED FEE SCHEDULE FOR PLANNING SERVICES BY THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. The Board of Supervisors hereby adopts the Department of Planning and Community Development 2024 Fee Schedule for planning services, attached as Exhibit A and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. This ordinance shall be published once before the expiration of 15 days after passage of this ordinance, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California, and the ordinance shall take effect either (a) pursuant to Section 25123 of the Government Code, 30 days after the date of publication, or (b) pursuant to Section 66017 of the Government Code, 60 days following the final action on the adoption of the fees or charges, whichever date occurs last.

Upon motion of Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, the ____ day of _____ 2024, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAINING: Supervisors:

Mani Grewal
Chairman of the Board of Supervisors,
of the County of Stanislaus,
State of California

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Attachment: Proposed Ordinance and 2024 Planning Services Fee Schedule (PH PLN Proposed Fees 2024)

Ordinance No. C.S. _____
Adopted May 21, 2024
Page 2

ATTEST:

Elizabeth A. King
Clerk of the Board of Supervisors,
of the County of Stanislaus,
State of California

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:
Thomas E. Boze,
County Counsel

By: 

Rob Taro,
Deputy County Counsel

Attachment: Proposed Ordinance and 2024 Planning Services Fee Schedule (PH PLN Proposed Fees 2024)

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

FEES	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES ⁽³⁾⁽⁷⁾				Collected by Planning Dept
	ACTUAL COST/ DEPOSIT ⁽¹⁾	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE ⁽⁸⁾⁽⁹⁾⁽¹⁰⁾⁽¹¹⁾		CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	
Adult Business Permit	X	\$3,000		\$50	\$21	\$3,071			\$685	\$447 \$152	\$50	\$2,953 \$3,958
Agricultural Grievances	X	\$3,000	\$234	\$200	\$78	\$3,512		\$200	\$685	\$240	\$200	\$4,837
Alcohol Beverage Control (ABC) License		\$422 \$126			\$1	\$423 \$127						\$423 \$127
Airport Land Use Commission (ALUC) - Minor Project Review (5)						See Note 5 Below						See Note 5 Below
Airport Land Use Commission (ALUC) - Major Project Review (5)						See Note 5 Below						See Note 5 Below
Airport Land Use Commission (ALUC) - Plan Adoption or Amendment (5)						See Note 5 Below						See Note 5 Below
Airport Land Use Commission (ALUC) - Appeal of Staff Determination (5)						See Note 5 Below						See Note 5 Below
Appeal of Planning Commission Decision to Board of Supervisors		\$4,365 \$1,433		\$12		\$4,397 \$1,445	\$200					\$4,597 \$1,645
Appeal of Staff Determination to Planning Commission		\$2,453 \$2,226	\$234	\$12	\$12	\$2,399 \$2,472						\$2,399 \$2,472
Building/Grading Permit Review (4)		\$69 \$92		\$1.28 /\$1,000		\$69 \$92	plus \$1.28/ \$1,000					\$69 \$92
Business License Application (6)		\$32.55 \$34				\$32.55 \$34						Collected by Tax Collector
Combination Application (2)						See Note 2 Below						See Note 2 Below
Community Plan Amendment	X	\$5,000	\$234	\$200	\$81	\$5,515		\$200	\$685	\$390 \$404	\$200	\$6,990 \$7,004

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

FEES	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES (3)(7)				Collected by Planning Dept
	ACTUAL COST/ DEPOSIT (1)	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE (8)(9)(10)(11)	CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	TOTAL APPLICATION FEE (8)(9)(10)(11)	
Condition of Approval or Development Standard Modification		\$2,066 \$2,126	\$162		\$37	\$2,255 \$2,325		\$274	\$520 \$532		\$3,049 \$3,131	
Continuance Request for PC		\$377 \$390	\$162			\$539 \$552					\$539 \$552	
Continuance Request for BOS		\$374 \$387	\$154			\$523 \$541	\$200				\$723 \$741	
Development Agreement (Including Amendments and Renewals)	X	\$5,000	\$234	\$200	\$78	\$5,512	\$400	\$685	\$240 \$248	\$200	\$7,097 \$7,045	
Development Plan	X	\$5,000	\$234	\$200	\$63	\$5,497	\$200				\$5,697	
Environmental Impact Report Separate Fee Charged In Addition To Regular Application Fee	X	Deposit - To be determined based on cost estimate										
Environmental Studies & Peer Reviews Separate Fee Charged in Addition to Regular Application Fee	X	Deposit - To be determined based on cost estimate										
Field Inspections & and Site Visits (8) To Verify Conditions Of Approval/Mitigation Measures	X	\$454 \$186				\$154 \$186					\$454 \$186	
General Plan Amendment	X	\$5,000	\$234	\$200	\$78	\$5,512	\$200	\$685	\$240 \$248	\$200	\$6,837 \$6,845	
Historical Site Review (Staff Approval)		\$467 \$473		\$50	\$21	\$523 \$544		\$685	\$800 \$828	\$50	\$2,063 \$2,107	
Historical Site Permit		\$4,284 \$4,429	\$234	\$100	\$46	\$4,664 \$4,809		\$685	\$800 \$828	\$100	\$6,249 \$6,422	
Landscape Plan Review		\$89 \$92				\$89 \$92					\$89 \$92	
Landscape Site Inspection		\$180 \$187				\$180 \$187					\$180 \$187	
Minor Lot Line Adjustment In R, C, M, PD, PI, IBP, LI Zones (2)		\$399 \$412		\$50	\$14	\$463 \$476		\$274	\$240 \$248	\$50	\$1,027 \$1,048	

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

FEES	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES (3)(7)				Collected by Planning Dept
	ACTUAL COST/ DEPOSIT (1)	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE (8)(9)(10)(11)	CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	TOTAL APPLICATION FEE (8)(9)(10)(11)	
Minor Lot Line Adjustment In A-2 Zone Without Williamson Act (2)		\$574		\$50	\$27	\$651		\$274	\$828	\$50	\$1,803	
Lot Line Adjustment In A-2 Zone With Williamson Act (2)		\$888		\$50	\$33	\$971	\$50	\$274	\$917	\$50	\$2,262	
Merger		\$317			\$2	\$319					\$319	
Mine Use Permit/ Reclamation Plan (RP)/ RP Amendment	x	\$15,000	\$234	\$200	\$70	\$15,504		\$274	\$305	\$200	\$16,283	
Mine Inspections	x		Deposit - To be determined based on cost estimate									
Mine Reinspection	x		Deposit - To be determined based on cost estimate									
Mobile Home Application		\$317			\$7	\$324					\$324	
Mobile Home Renewal		\$73			\$1	\$74					\$74	
Mobile Home Renewal - Late Fee		\$146			\$1	\$147					\$147	
Parcel Maps (R, C, M, LI, IBP, PD, PI Zones)		\$3,249	\$234	\$100	\$41	\$3,624		\$685	\$632	\$100	\$4,941	
Parcel Maps (A-2 Zone, Non-Williamson Act And < 4 Parcels + Remainder)		\$3,881	\$234	\$100	\$43	\$4,258		\$685	\$632	\$100	\$5,575	
Parcel Maps (A-2 Zone, With Williamson Act Or > 4 Parcels + Remainder)		\$3,881	\$234	\$100	\$57	\$4,272		\$685	\$632	\$100	\$5,589	
Parcel Map (Ministerial Review)	x	\$1,000				\$1,000					\$1,000	
Permit and Zoning Research (8)	x	\$186				\$186					\$186	

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

FEES	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES (3)(7)				Collected by Planning Dept
	ACTUAL COST/ DEPOSIT (1)	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE (8)(9)(10)(11)	CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	TOTAL APPLICATION FEE (8)(9)(10)(11)	
Recirculation of Mitigated Negative Declaration	x	\$3,000	\$234			\$3,234		\$274	\$240 \$248		\$3,748 \$3,756	
Rezone	x	\$10,000	\$234	\$200	\$78	\$10,512	\$525	\$685	\$240 \$248	\$200	\$12,170	
SMARA Determination	x	\$1,000		\$50	\$16	\$1,066				\$50	\$1,116	
Specific Plans	x	\$20,000	\$234	\$200	\$81	\$20,515	\$200	\$685	\$300 \$404	\$200	\$22,004	
Staff Approval Permit - With Referral		\$692 \$612		\$50	\$16	\$658 \$678		\$274	\$180 \$186	\$50	\$1,188	
Staff Approval Permit - Without Referral & Single-Family Residence In Ag Zone		\$322 \$333		\$20	\$7	\$349 \$360				\$20	\$380	
Street Name Change	x	\$500	\$162		\$11	\$673			\$75 \$78		\$748 \$751	
Subdivision Ordinance Exception		\$3,660	\$234	\$100	\$55	\$4,049		\$685	\$224 \$229	\$100	\$5,063	
Tentative Subdivision Map	x	\$6,500	\$234	\$200	\$89	\$7,023		\$1,096(2)	\$635 \$657	\$200	\$8,976	
Time Extensions		\$2,056 \$2,126	\$162		\$10	\$2,228 \$2,298					\$2,298 \$2,298	
Use Permit - Agricultural - All Tiers		\$3,865 \$3,997	\$234	\$100	\$55	\$4,254 \$4,386		\$685	\$520 \$532	\$100	\$5,703	
Use Permit - Non-Agriculture Zones		\$3,865 \$3,997	\$234	\$100	\$45	\$4,244 \$4,376		\$685	\$520 \$532	\$100	\$5,693	
Use Permit - Requiring Board Of Supervisors Approval		\$4,520 \$4,683	\$234	\$200	\$63	\$5,026 \$5,180	\$200	\$685	\$520 \$532	\$200	\$6,797	
Verification Letter - Single SFD		\$438 \$143			\$1	\$439 \$144					\$439 \$144	

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

FEES	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES (3)(7)				Collected by Planning Dept
	ACTUAL COST/ DEPOSIT (1)	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE (8)(9)(10)(11)	CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	TOTAL APPLICATION FEE (8)(9)(10)(11)	
Verification Letter - All Other Uses		\$227 \$235		\$3		\$238					\$238	
Waiver - Noise Control	x	\$3,000	\$234	\$12		\$3,246					\$3,246	
Williamson Act Contract		\$602 \$519		\$4		\$523	\$60		\$447		\$735	
Williamson Act Notice of Non-Renewal		\$462 \$167		\$2		\$169					\$169	
Williamson Act Cancellation (2)		\$4,078 \$1,115		\$28	\$200	\$1,343	\$525		\$200		\$2,068	
Zoning Ordinance Text Amendment	x	\$5,000	\$234	\$68	\$200	\$5,502	\$525	\$685	\$248	\$200	\$7,160	
Zoning Ordinance Variance		\$3,539 \$3,660	\$234	\$55	\$100	\$4,049		\$685	\$207	\$100	\$5,041	

(1) Planning Department Fees described above that require a deposit and are charged at "actual cost" have a minimum charge associated with them. The deposit required is the minimum charge and, with some limited exception, is non-refundable*. This DOES NOT include any necessary consultant costs for environmental review, specialized studies, financial consulting or any other expert consulting services potentially needed by the County for processing these applications. Monthly draws against the deposit will be made based on staff time and materials needed to process the applications. Staff costs and expenses will be billed at fully burdened weighted labor rates at the time of services rendered. All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at actual cost, including labor charged at the weighted labor rate.

Invoices will be calculated on a quarterly basis and forwarded to the applicant for balance of payment. If the deposit reaches 20% of the initial deposit or less, the Applicant will be asked to make a subsequent deposit in an amount dependent upon the amount of work left to complete on processing. Applicants will be expected to pay the subsequent deposit within 30 days of invoice date. In the event that the account is not paid within 30 days of the invoice date, processing will be suspended until such time that payment is made. Any remainder will be used to reconcile the final bill. If there is a balance remaining after reconciling the final bill, a refund check will be mailed to applicant. Public hearings will not be scheduled until payment in full is received.

* Fees may be refunded if the Planning Director, or his appointed designee, determines extraordinary circumstance warranting a refund exists.

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

(2) Applications for two or more actions (e.g., Tentative Map and Exception) will be charged the highest application fee, except applications for a Lot Line Adjustment or Williamson Act Cancellation**. See-Exceptions-note-below: For those applications for two or more actions that include an action that is charged at "actual cost" (e.g., General Plan Amendment, Rezone, & Parcel Map) they will be charged the highest deposit amount as a minimum charge and deposit; this deposit is non-refundable.* All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at actual cost, including staff costs to be billed at weighted labor rate per note (1).

**Exceptions: If a Lot Line Adjustment is included in a Combination Application, an additional \$695 will be required beyond the set fee or deposit amount in order to obtain a fee for a "Certificate of Compliance", as adopted in County form for Public Works fee schedule, shall be collected. Applications for a Williamson Act Cancellation shall pay a separate fee for the cancellation except when combined with an "actual cost" action.

(3) Department of Environmental Resources (DER) and Public Works fees charges for Tentative Map review reflect a minimum charge of eight hours at a weighted labor rate of \$137.00 per hour. Additional time required for Tentative Map review will be charged at the same hourly rate are set by separate fee schedules adopted for each of the departments and, as reflected on this fee schedule may be minimum charges subject to additional charges. Fees for DER and Public Works shall only apply when processing of the applications(s) requires referral to and/or action by the respective departments.

(4) A General Plan Maintenance Fee will be charged for every Building Permit of \$1.28 per \$1,000 of improvement valuation. This fee will be collected with other Building Permit fees and will be calculated based on the total valuation of the improvement as determined through the normal Building Permit process.

(5) If your project falls within an Airport Planning Boundary, a separate application and fee will be required for the Airport Land Use Commission (ALUC). You will be required to contact the ALUC and submit an application for review. For information purposes only--Projects are identified by the ALUC as either "Major" or "Minor" and the ALUC has adopted the following project review fees as of November 2005: Major: \$1,200, Minor: \$225. An amendment to the ALUC Plan will be charged as "actual cost" with a deposit and minimum charge the same as a General Plan Amendment as reflected on the current Planning Fee Schedule and appeal of a staff decision will be charged as the same as appeal of a staff determination as reflected on the current Planning Fee Schedule. Applicants should check with the ALUC to verify application costs.

(6) Department of Public Works charges for Condition of Approval or Development Standards Modifications, Parcel Maps, and Use Permits reflect a minimum charge of \$520-\$532. Additional time required for these request will be charged at \$145-\$152 per hour for construction engineering services or \$145-\$152 per hour for plan checking/engineering services. Business License application fees on this fee schedule reflect only the Planning Department's portion of the fees charged for licenses by the County's Treasurer Tax Collector. Applicants should check with the Treasurer Tax Collector to verify application costs.

(7) Fees for the Department of Public Works and the Department of Environmental Resources shall only apply when processing of the application(s) require referral to and/or action by the respective departments.

(7) A 1% Administrative Cost Recovery Fee will be charged to Public Works, Department of Environmental Resources, and Clerk of the Board for fees collected during the Land Use Application process.

(8) Deposit reflects a two hour minimum charge calculated annually based on the July 1st average weighted labor rate of planner staff (assistant/associate/senior/deputy director) assigned to performing the work. Actual cost for field inspections/site visits shall include mileage.

(9) Any application which has been inactive for one year or more will be recharged current applicable fees, unless it is determined by the Director that the work performed under the original fee will not need to be revised and/or updated.

(10) Any application submitted to legalize or correct for a violation of Stanislaus County Code shall be charged actual cost with a deposit amount equal to the adopted application fee.

(11) An additional 3.5% charge will be added to any fee collected by credit card.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:6.4
AGENDA DATE: April 30, 2024

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees for the Department of Public Works

STAFF RECOMMENDATION:

1. Conduct a public hearing to introduce and waive the first reading of an ordinance to amend existing fees for the Department of Public Works.

DISCUSSION:

The Department of Public Works charges fees for services it provides, as allowed by statute, to the public and the development community. Some of these services encompass construction inspection, plan review, and project review. State law mandates that fees charged for services cannot exceed actual costs and must be used to cover the costs of implementing these inspection and review services.

The Department evaluated the cost of services provided and the fees associated with the services in 2023 and updated the fees accordingly to be effective for Fiscal Year 2024. In preparation for proposed budget, Public Works staff evaluated the current fee structure, proposing modifications to existing fees to adequately cover the review, inspection, and service costs.

Fee Review Process

To determine the appropriateness of existing fees and identify any need for change, Public Works utilized the following process:

- Ongoing analysis is conducted on an annual basis to determine if revenue from individual fees is sufficient to cover staff time and costs to support each function that has a fee.
- In reviewing the fee structure, Public Works identifies those fees that had not kept pace with both the amount of staff time and/or the cost of staff time to complete the task as shown in Attachment 1.
- Public Works reviews internal processes to ensure that the services are delivered as effectively as they can be.

Proposed Fee Changes of Existing Fees

To keep pace with the land development industry, staff typically uses the *Engineering News Record 20-Cities Construction Cost Index* to adjust the fees. The *Engineering News Record 20-Cities Construction Cost Index* is the standard index used in the land

development industry since the process always leads to and/or involves construction of infrastructure.

The Department conducted a fee study in 2023 which recommends annual fee updates be made as a percentage of labor costs. The Department is proposing to increase fees by the negotiated labor cost increase of 3.50% that will take effect on July 1, 2024. The proposed fees have been rounded off to the nearest dollar, either up or down, which yields results close to, but not exactly, the 3.50%. The only exception to this rounding rule is the trench cut fee, which due to its lower dollar amount per square unit (\$10/square foot) has been extended to the nearest cent to account for increased labor costs without needing to round up a full unit to \$11/square foot.

Additionally, after consultation with its technical staff, Public Works is proposing to reduce the fee for Building Permit Processing from \$147 to \$76. This fee reduction is to better reflect the time necessary for the initial processing of a permit, which is approximately 30 minutes (0.50 hours) per permit reviewed. Any additional time spent on review is charged at an hourly rate to the applicant to recover costs.

Fees for Certificates of Compliance Processing has removed a \$22 "Per Parcel" fee as the fee is collected as a deposit and invoiced for actual costs incurred by the Department at the weighted labor rate at the time of processing, as permitted by California Government Code section 66451.2.

Flood Plain Administration

The role of Flood Plain Administrator for the County was re-designated from the Chief Building Official to the Director of Public Works. Flood Plain Administration Fees have remained in the Planning Department's fee schedule and in the 2024 Fee schedule update, Public Works is transferring existing fees to the Public Works Fee Schedule without modification.

Flood Plain Administration fees were added based on the hourly weighted labor rate for both Building and Grading Permits and will only be applied to permits that require Flood Plain Administrator Review.

Road Closure Fee

A road closure fee was established in the 2014 Stanislaus County Public Works Standards & Specifications adopted by the Board on May 13, 2014. The fee has been static at \$500 per day per 1,000 vehicles per day (calculated on average daily traffic counts) since initial inception. This fee has been unintentionally excluded from the Public Works Fee Schedule since approval. The fee has now been included in the 2024 Public Works Fee Schedule and escalated by 3.5% to \$518/1,000 vehicles per day impacted as permitted by California Streets and Highways Code 982 and 1464.

Administrative Modifications

In addition to fee amount adjustments, staff has identified various clarifications needed in the fee schedule. The most notable modification is the change of various "Each" to "Min. Deposit / Actual Cost" for fee units. This was previously in the fee schedule's notes, which could cause confusion in application of the fee schedule.

Public outreach to local industry, engineers, and other interested parties was conducted in March 2024 and Public Works staff did not receive any feedback.

POLICY ISSUE:

The Board of Supervisors shall have the authority to increase or decrease a fee or charge pursuant to Government Code § 54985 et seq. Prior to levying a new fee or amending an existing fee, the County is required by Government Code Section 66018 et seq., to hold a public hearing as part of a regularly scheduled meeting of the Board of Supervisors. At that time, the Board of Supervisors may introduce and waive the first reading of an ordinance to establish new and amend existing fees of the Department of Public Works.

FISCAL IMPACT:

If the proposed fee adjustments are approved, the increase in revenue for the Department of Public Works will cover the negotiated labor increase of 3.5% resulting in approximately a \$27,350 increase in revenue for Fiscal Year 2025. The recommended fee revenue will be included in the Public Works Proposed Road and Bridge Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by making funds available to the Department of Public Works to continue to operate efficiently and effectively and improving the quality of life in Stanislaus County.

STAFFING IMPACT:

Existing Public Works staff will support these recommended actions.

CONTACT PERSON:

David A. Leamon, Public Works Director

Telephone: 209-525-4130

ATTACHMENT(S):

1. Proposed Public Works Fees 2024
2. Ordinance

ATTACHMENT 1
STANISLAUS COUNTY
2024 DEPARTMENT OF PUBLIC WORKS FEE SCHEDULE
(EFFECTIVE JULY 1, 2024)

1716 Morgan Road, Modesto, CA 95358

Phone: (209) 525-4130 / Fax: (209) 541-2505 / Email: pwpermits@stancounty.com

www.stancounty.com/publicworks

The Board of Supervisors has revised the fee schedule for various functions provided by the Department of Public Works. Effective July 1, 2024 the new fee schedule is as follows:

Fee Description	Existing Fee	Proposed Fee	Unit
Excavation Permits			
<i>California Street & Highways 1464; CCR, Division 2, Chapter 5.5, Article 2</i>			
Permit (includes \$5 ea. FPA & GIS, \$21 stormwater)	\$ 126	\$ 130	Each
Inspection per 500 ft of trench in unpaved area	\$ 110	\$ 114	Per 500/lf
Inspection per 250 ft of trench in paved area	\$ 130	\$ 135	Per 250/lf
Encroachment Permits-Driveway construction	\$ 130	\$ 135	Each
Utility (trench) cut fee per sq-ft area (1)	\$ 10	\$ 10.35	Per sq-ft
Pipeline Maintenance Agreement	\$ 385	\$ 398	Each

Fee Description	Existing Fee	Proposed Fee	Unit
Construction Permits - Street Improvements			
<i>California Street & Highways 1464</i>			
Permit (includes \$5 ea. FPA & GIS, \$21 stormwater)	\$ 100	\$ 104	Each
Curb & Gutter per 250 lineal feet	\$ 110	\$ 114	Per 250/lf
Sidewalks per 250 lineal feet	\$ 110	\$ 114	Per 250/lf
Matching Pavement per 250 lineal feet	\$ 110	\$ 114	Per 250/lf
Drywell Inspection	\$ 218	\$ 226	Each
Reinspections (hourly rate)	\$ 172	\$ 178	Per hour
General Construction Inspection at hourly rate (2)	\$ 110	\$ 114	Per hour
Improvement Plan Checking (2)	\$ 146	\$ 151	Per hour
Erosion and Sediment Control Plan (ESCP) - Plan Review	\$ 110	\$ 114	Per hour
Erosion and Sediment Control (ESCP) - Field Inspection	\$ 110	\$ 114	Per hour

Fee Description	Existing Fee	Proposed Fee	Unit
Road Use Permit			
<i>California Street & Highways 982; CCR, Division 2, Chapter 2</i>			
Road Closure Fee	\$ 500	\$ 518	Per 1,000 ADT per day
Parade Permit	\$ 55	\$ 55	Each
Traffic Delay Notification	\$ 100	\$ 104	Each
Transportation Permit			
Annual	\$ 90	\$ 90	Each
Daily	\$ 16	\$ 16	Each

Fee Description	Existing Fee	Proposed Fee	Unit
Land Survey			
<i>Subdivision Map Act 66451.2, Chapter 3, Article 1</i>			
Subdivision Map Processing (per map) (3)	\$ 1,605	\$ 1,661	Each
Plus additional per lot and block	\$ 12	\$ 12	Per Lot & Block
Parcel Map Processing (per map) (3)	\$ 1,605	\$ 1,661	Each
Plus additional per parcel	\$ 12	\$ 12	Per Parcel
Record of Survey Map Processing (per request-up to 4 sheets) (3)(4)	\$ 810	\$ 810	Each
Plus additional per sheet > 4 sheets	\$ 108	\$ 108	Per sheet
Certificate of Compliance Processing (per request) (7)	\$ 800	\$ 828	Min. Deposit - Actual Cost
Plus additional per parcel	\$ 22	-	Per Parcel
Road Abandonment Processing (per request) (7)	\$ 1,870	\$ 1,936	Min. Deposit - Actual Cost
Corner Records (5)	\$ 20	\$ 20	Each

Notes:

(1) Excavation Permit Exceptions: pavements not maintained by County; excavations performed at request of County; excavations in pavements scheduled for resurfacing within 2 years.

(2) Construction Permits & Street Improvements: Actual inspection time to be charged against a deposit of 10% of Engineer's estimate of total project cost.

(3) All projects (Parcel, Subdivision and Survey Maps) sitting dormant for 3 years or more will be recharged current applicable fees for re-evaluation of plans.

(4) For Record of Survey Maps, add \$108 per each additional sheet if more than 4 sheets.

(5) Fees for Corner Records are limited to the Clerk-Recorder's cost to record a 2-page document.

(6) All Lot Line Adjustment Fees to be collected by Stanislaus County Planning Department.

(7) Fees described above that require a deposit and are charged at "actual cost" have a minimum charge associated with them. The deposit required is the minimum charge and is non-refundable.* This DOES NOT include any necessary consultant costs for environmental review, specialized studies, financial consulting or any other expert consulting services potentially needed by the County for processing these applications. Monthly draws against the deposit will be made based on staff time and materials needed to process the applications. Staff costs and expenses will be billed at fully burdened weighted labor rates at the time of services rendered. All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at actual cost, including labor charged at the weighted labor rate. Invoices will be calculated on a quarterly basis and forwarded to the applicant for balance of payment. If the deposit reaches 25% of the initial deposit or less, the Applicant will be asked to make a subsequent deposit in an amount dependent upon the amount of work left to complete on processing. Applicants will be expected to pay the subsequent deposit within 30 days of invoice date. In the event that the account is not paid within 30 days of the invoice date, processing will be suspended until such time that payment is made. Any remainder will be used to reconcile the final bill. If there is a balance remaining after reconciling the final bill, a refund check will be mailed to applicant. Public hearings will not be scheduled until payment in full is received.

Attachment: Proposed Public Works Fees 2024 (Hold the Public Hearing Public Works 2024 Fees)

ATTACHMENT 1 (Continued)

Fees Collected by Planning ⁽¹⁰⁾

Fee Description	Public Works		Flood Plain Administration		Unit
	Existing Fee	Proposed Fee	Existing Fee	Proposed Fee	
Development Permits					
Adult Business Permit	\$ 147	\$ 152	\$ 50	\$ 50	Each
Ag Grievances (8)	\$ 240	\$ 240	\$ 200	\$ 200	Min. Deposit - Actual Cost
Community Plan Amendment (8)	\$ 390	\$ 404	\$ 200	\$ 200	Min. Deposit - Actual Cost
Condition of Approval or Development Standard Modification (8)	\$ 520	\$ 532	\$ -	\$ -	Min. Deposit - Actual Cost
Development Agreement (8)	\$ 240	\$ 248	\$ 200	\$ 200	Min. Deposit - Actual Cost
General Plan Amendment (8)	\$ 240	\$ 248	\$ 200	\$ 200	Min. Deposit - Actual Cost
Historical Site Review (Staff Approval)	\$ 800	\$ 828	\$ 50	\$ 50	Each
Historical Site Permit (@site /Planning Commission)	\$ 800	\$ 828	\$ 100	\$ 100	Each
Lot Line Adjustment in A-2 Zone With Williamson Act	\$ 886	\$ 917	\$ 50	\$ 50	Each
Minor Lot Line Adjustment in R, C, M, PD, PI, IBP LI Zones	\$ 240	\$ 248	\$ 50	\$ 50	Each
Minor Lot Line Adjustment in A-2 Zone Without Williamson Act	\$ 800	\$ 828	\$ 50	\$ 50	Each
Mine Use Permit/Reclamation Plan (RP)/RP Amendment (8)	\$ 295	\$ 305	\$ 200	\$ 200	Min. Deposit - Actual Cost
Parcel Maps (R, C, M, LI, IBP, PD, PI Zones) (8)	\$ 520	\$ 532	\$ 100	\$ 100	Min. Deposit - Actual Cost
Parcel Maps (A-2 Zone non-Williamson Act and < 4 parcels + remainder) (8)	\$ 520	\$ 532	\$ 100	\$ 100	Min. Deposit - Actual Cost
Parcel Maps (A-2 Zone with Williamson Act or > 4 parcels + remainder) (8)	\$ 520	\$ 532	\$ 100	\$ 100	Min. Deposit - Actual Cost
Recirculation of Mitigated Negative Declaration (8)	\$ 240	\$ 248	\$ -	\$ -	Min. Deposit - Actual Cost
Rezone (8)	\$ 240	\$ 248	\$ 200	\$ 200	Min. Deposit - Actual Cost
SMARA Determination	\$ -	\$ -	\$ 50	\$ 50	Min. Deposit - Actual Cost
Specific Plans (8)	\$ 390	\$ 404	\$ 200	\$ 200	Min. Deposit - Actual Cost
Staff Approval Permit-with referral	\$ 180	\$ 186	\$ 50	\$ 50	Each
Staff Approval Permit-without referral & Single-Family Residence in Ag Zone	\$ -	\$ -	\$ 20	\$ 20	Each
Street Name Change	\$ 75	\$ 78	\$ -	\$ -	Each
Subdivision Ordinance Exception	\$ 221	\$ 229	\$ 100	\$ 100	Each
Tentative Subdivision Map (8)	\$ 635	\$ 657	\$ 200	\$ 200	Min. Deposit - Actual Cost
Use Permit - Agricultural-All Tiers (8)	\$ 520	\$ 532	\$ 100	\$ 100	Min. Deposit - Actual Cost
Use Permit - Non-agricultural zones (8)	\$ 520	\$ 532	\$ 100	\$ 100	Min. Deposit - Actual Cost
Use Permit - Required Board of Supervisors Approval	\$ 520	\$ 532	\$ 200	\$ 200	Min. Deposit - Actual Cost
Williamson Act Contract	\$ 147	\$ 152	\$ -	\$ -	Each
Williamson Act Contract Cancellation	\$ -	\$ -	\$ 200	\$ 200	Each
Zoning Ordinance Amendment	\$ 240	\$ 248	\$ 200	\$ 200	Each
Zoning Ordinance Variance	\$ 200	\$ 207	\$ 100	\$ 100	Each

Construction Permits					
Building Permit - Application Processing Fee	\$ 147	\$ 76		\$ 29	Each
Building Permit - Erosion and Sediment Control Plan (ESCP) - Plan Review	\$ 110	\$ 114		\$ 114	Per Hour
Building Permit - ESCP - Field Inspection	\$ 110	\$ 114		\$ 114	Per Hour
Grading Permit - Application Processing Fee	\$ 75	\$ 76			Each
Building/Grading Permit - Plan Check	\$ 147	\$ 152		\$ 114	Per Hour
Building/Grading Permit - Field Inspection	\$ 110	\$ 114		\$ 114	Per Hour
Grading Permit - NPDES Risk Level 1 (9)	\$ 520	\$ 538			Min. Deposit - Actual Cost
Grading Permit - NPDES Risk Level 2 (9)	\$ 780	\$ 807			Min. Deposit - Actual Cost
Grading Permit - NPDES Risk Level 3 (9)	\$ 985	\$ 1,020			Min. Deposit - Actual Cost

Notes:

(8) Fees described above that require a deposit and are charged at "actual cost" have a minimum charge associated with them. The deposit required is the minimum charge and is non-refundable.

*Fees may be refunded if the Director, or their appointed designee, determines extraordinary circumstance warranting a refund exists.

This DOES NOT include any necessary consultant costs for environmental review, specialized studies, financial consulting or any other expert consulting services potentially needed by the County for processing these applications. Staff costs and expenses will be billed at fully burdened weighted labor rates at the time of services rendered. All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at actual cost, including labor charged at the weighted labor rate.

Refer to the Planning Department Fee Schedule for additional details regarding billing administration.

(9) Fees described above that require a deposit and are charged at "actual cost". Staff costs and expenses will be billed at fully burdened weighted labor rates at the time of services rendered. Any deposit balance remaining at the completion of the project will be reimbursed to the applicant. If the deposit reaches 25% of the original deposit or less, the Applicant may be asked to make an additional deposit if staff believes that funds will not cover the remaining staff time to complete work.

(10) Fees shall only apply when process of the application(s) require referral to and/or action by the Department of Public Works

ORDINANCE NO. C.S. _____

AN ORDINANCE AMENDING EXISTING FEES COLLECTED BY THE,
DEPARTMENT OF PUBLIC WORKS

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS ORDAINS AS
FOLLOWS:**

Section 1. Fees to be collected by the Department of Public Works are amended as set forth in the Department of Public Works Fee Schedule attached hereto as Attachment 1 and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. This ordinance shall take effect 30 days from and after the date of its passage and before the expiration of (15) days after its passage, it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor _____, seconded by Supervisor _____, the forgoing ordinance as passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this _____ day of _____, 2024, by the following called vote.

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:
ABSTAIN: Supervisors:

Mani Grewal
Chairman of the Board of Supervisors
of the County of Stanislaus, State of California

Attachment: Ordinance (Hold the Public Hearing Public Works 2024 Fees)

ATTEST:
Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By _____
Deputy

APPROVED AS TO FORM:
Thomas E. Boze
COUNTY COUNSEL

By  _____
Donya Nunes
Deputy County Counsel

Attachment: Ordinance (Hold the Public Hearing Public Works 2024 Fees)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Treasurer / Tax Collector

BOARD AGENDA:6.5
AGENDA DATE: April 30, 2024

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Public Hearing to Introduce and Waive the First Reading of an Ordinance to Amend Existing Fees Collected by the Treasurer-Tax Collector Department

STAFF RECOMMENDATION:

1. Conduct a public hearing to introduce and waive the first reading of an ordinance to amend existing fees collected by the Treasurer-Tax Collector Department.

DISCUSSION:

The Treasurer-Tax Collector collects a wide variety of fees, licensing, and permit charges on behalf of Stanislaus County. These charges include, but are not limited to:

- Bingo Permit - New Permit
- Bingo Permit - Renewal of Permit
- Business License
- Carnival Permit, per day of operation
- Carnival Permit Clean-up Deposit
- Carnival Permit Fire Dept Inspection Fee
- Dance Hall Permit
- Dance Hall Permit Fire Dept Inspection Fee
- Massage Establishment Permit not licensed through the state program - New Permit
- Massage Establishment Permit not licensed through the state program - Renewal of Permit
- Parcel Map Clearance Application Fee - Fast Track
- Parcel Map Clearance Application Fee - Standard
- Peddler's Permit - 1 year
- Peddler's Permit - 30 days
- Peddler's Permit - 10 days
- Property Tax File Secured/Unsecured
- Tax Collector Research Fee Per Hour
- All Departments Returned Check/Electronic Payment Fee
- Scrap Metal Dealer License/Permit - New
- Scrap Metal Dealer License/Permit - Renewal
- Taxicab Permit (each vehicle)

The Treasurer-Tax Collector periodically reviews fee, license, and permit charges in conjunction with partner departments and agencies for appropriateness, given current

costs and available technology. Fees, licensing, and permit charges must be based on actual costs. Using time studies and historical information, departments have estimated average times to complete tasks and applied weighted labor rates for the position that normally completes the task. This process has included input from the Department of Environmental Resources, Sheriff, Auditor-Controller, Assessor, Planning and Community Development, Chief Executive Office-Human Relations, Public Works, and the Office of Emergency Services. The time-appropriate labor costs, combined with any external or product costs, are then submitted for approval to the Board of Supervisors before becoming effective.

Based on reviews completed over the prior three months, the Treasurer-Tax Collector is submitting the following proposed fee schedule. Attachment 1 provides comparison detail to existing fees to show the relative changes recommended. It is important to note that the most recent changes to some of the fees were made in 1994, and that others were addressed even further back; one fee was addressed outside the ordinance in 2004. The time lapse between updates to these fees helps to explain the significant percentage increases noted in some areas.

Stanislaus County Treasurer-Tax Collector Fee, Permit, and Licensing Fee Schedule Effective June 29, 2024				
Code Section #	Type	Proposed		
		County	State	Total
6.04.060	Business License	\$142	\$4	\$146
6.04.070	Business License - Renewal	\$142	\$4	\$146
6.08.070	Bingo Permit - New Permit	\$40	\$4	\$44
6.08.280	Bingo Permit - Renewal of Permit	\$20	\$4	\$24
6.16.040	Carnival Permit Fire Dept Inspection Fee	\$195		\$195
6.16.080	Carnival Permit - per day of operation	\$220	\$4	\$224
6.16.090	Carnival Permit Clean-up Deposit	\$200		\$200
6.36.040	Massage Establishment Permit not licensed through the state program - New Permit	\$205	\$4	\$209
6.36.170	Massage Establishment Permit not licensed through the state program - Renewal of Permit	\$20	\$4	\$24
6.44.130	Dance Hall Permit - per Quarter	\$135	\$4	\$139
6.44.130	Dance Hall Permit - Single Dance	\$45	\$4	\$49
6.44.130	Dance Hall Permit Fire Dept Inspection Fee	\$195		\$195
6.56.020	Taxicab Permit (each vehicle)	\$8	\$4	\$12
6.68.040	Peddler's Permit - 1 year	\$60	\$4	\$64

Stanislaus County Treasurer-Tax Collector Fee, Permit, and Licensing Fee Schedule Effective June 29, 2024				
Code Section #	Type	Proposed		
		County	State	Total
6.68.040	Peddler's Permit - 30 days	\$30	\$4	\$34
6.68.040	Peddler's Permit - 10 days	\$15	\$4	\$19
6.74.090	Scrap Metal Dealer License/Permit - New	\$290	\$4	\$294
6.74.090	Scrap Metal Dealer License/Permit - Renewal	\$175	\$4	\$179

Not Ordinance Related

Code Section #	Type	Proposed		
		County	State	Total
NA	Parcel Map Clearance Application Fee – Fast Track	\$125		\$125
NA	Parcel Map Clearance Application Fee – Standard	\$95		\$95
NA	Parties of Interest	\$205		\$205
NA	Property Tax File Secured/Unsecured	\$55		\$55
NA	Property Tax Research Fee Per Hour	\$55		\$55
NA	Returned Check/Electronic Payment Fee	\$28		\$28

The increased fees, permits, and licensing will cover costs that have increased over time, such as labor and technology. Fees have been decreased where costs have declined.

A significant hindrance impacting regular updates to these fees is the way the ordinance was originally written, noting the fees in various sections within the ordinance itself. Staff recommend adopting a new ordinance to replace existing code, citing a separate fee schedule that can be more easily reviewed and adjusted in the future (Attachment 2).

POLICY ISSUE:

Prior to levying a new fee, or amending an existing fee, Stanislaus County is required by Government Code Section 54985 et seq. and 66016, to hold a scheduled public hearing as part of a regularly scheduled meeting of the Board of Supervisors. At that time, the Board may introduce and waive the first reading of an ordinance to amend the Department's existing fees for licensing, permitting, and other costs. In accordance with Government Code Section 66017, the change in fees will become effective on June 29, 2024, sixty days after the adoption date of April 30, 2024, if approved by the Board.

FISCAL IMPACT:

The total increase in revenue is anticipated to be \$49,944 in Fiscal Year 2025. While this will not offset prior revenue shortfalls, it will eliminate revenue shortfalls given current costs.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services* by providing transparency and ensuring that fees are commensurate with the cost of supplying services.

STAFFING IMPACT:

There is no staffing impact associated with this agenda item.

CONTACT PERSON:

Donna Riley, Treasurer-Tax Collector

Telephone: (209) 525-4463

ATTACHMENT(S):

1. Fee Schedule Cost Review
2. Ordinance

**Stanislaus County Treasurer-Tax Collector
Fee, Permit, and Licensing Cost Review**

Code Section #	Type	Current			Proposed			Change		Est Issuance	Est Impact
		County	State	Total	County	State	Total	\$	%		
6.04.060	Business License	\$93	\$4	\$97	\$142	\$4	\$146	\$49	53%	414	\$20,286
6.04.070	Business License - Renewal	\$93	\$4	\$97	\$142	\$4	\$146	\$49	53%	500	\$24,500
6.08.070	Bingo Permit - New Permit	\$25	\$4	\$29	\$40	\$4	\$44	\$15	60%		\$0
6.08.280	Bingo Permit - Renewal of Permit	\$10	\$4	\$14	\$20	\$4	\$24	\$10	100%		\$0
6.16.080	Carnival Permit - per day of operation	\$100		\$100	\$220	\$4	\$224	\$124	124%	4	\$496
6.16.090	Carnival Permit Clean-up Deposit	\$200		\$200	\$200		\$200	\$0	0%		\$0
6.16.040	Carnival Permit Fire Dept Inspection Fee	\$195		\$195	\$195		\$195	\$0	0%		\$0
6.36.040	Massage Establishment Permit not licensed through the state program - New Permit	\$100	\$4	\$104	\$205	\$4	\$209	\$105	105%	6	\$630
6.36.170	Massage Establishment Permit not licensed through the state program - Renewal of Permit	\$10	\$4	\$14	\$20	\$4	\$24	\$10	100%		\$0
6.44.130	Dance Hall Permit - per Quarter	\$25	\$4	\$29	\$135	\$4	\$139	\$110	440%	6	\$660
6.44.130	Dance Hall Permit - Single Dance	\$10	\$4	\$14	\$45	\$4	\$49	\$35	350%	6	\$210
6.44.130	Dance Hall Permit Fire Dept Inspection Fee	\$195		\$195	\$195		\$195	\$0	0%		\$0
6.56.020	Taxicab Permit (each vehicle)	\$5	\$4	\$9	\$8	\$4	\$12	\$3	60%		\$0
6.68.040	Peddler's Permit - 1 year	\$25	\$4	\$29	\$60	\$4	\$64	\$35	140%	26	\$910
6.68.040	Peddler's Permit - 30 days	\$10	\$4	\$14	\$30	\$4	\$34	\$20	200%	3	\$60
6.68.040	Peddler's Permit - 10 days	\$5	\$4	\$9	\$15	\$4	\$19	\$10	200%	8	\$80
6.74.090	Scrap Metal Dealer License/Permit - New	\$250	\$4	\$254	\$290	\$4	\$294	\$40	16%	4	\$160
6.74.090	Scrap Metal Dealer License/Permit - Renewal	\$150	\$4	\$154	\$175	\$4	\$179	\$25	17%		\$0

Not Ordinance Related

NA	Parcel Map Clearance Application Fee – Fast Track	\$120		\$120	\$125		\$125	\$5	4%	Unknwn	
NA	Parcel Map Clearance Application Fee – Standard	\$90		\$90	\$95		\$95	\$5	6%	Unknwn	
NA	Parties of Interest	\$110		\$110	\$205		\$205	\$95	86%	Unknwn	
NA	Property Tax File Secured/Unsecured	\$200		\$200	\$55		\$55	-\$145	-73%	Unknwn	
NA	Property Tax Research Fee Per Hour	\$20		\$20	\$55		\$55	\$35	175%	Unknwn	
NA	Returned Check/Electronic Payment Fee	\$20		\$20	\$28		\$28	\$8	40%	244	\$1,952

Total Estimated Budgetary Impact | \$49,944

ORDINANCE NO. C.S. _____

AN ORDINANCE REPEALING AND REPLACING STANISLAUS COUNTY CODE, TITLE 6 CHAPTER 6.16, CHAPTER 6.36, CHAPTER 6.44, CHAPTER 6.56, AND CHAPTER 6.74 RELATING TO BUSINESS LICENSES AND REGULATIONS

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. Stanislaus County Code, Title 6 Chapter 6.16, Chapter 6.36, Chapter 6.44, Chapter 6.56, and Chapter 6.74 relating to Business Licenses and Regulations are repealed in their entirety and replaced with Attachment 1, incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. Fees to be collected by the Department of Treasurer-Tax Collector are adopted and amended or eliminated as set forth in the Department of Treasurer-Tax Collector Fee Schedule attached hereto as Attachment 2, and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 3. This ordinance shall take effect sixty (60) days from and after the date of its passage and before the expiration of fifteen (15) days after its passage it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this _____ day of _____, 2024, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAIN: Supervisors:

Mani Grewal
Chairman of the Board of Supervisors of
the County of Stanislaus, State of California

Attachment: Ordinance (Public Hearing Fee Review - TTC)

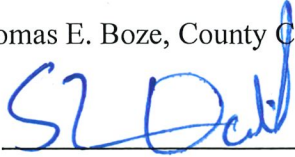
ATTEST:

Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By _____
Deputy Clerk

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By  _____
Shaun Wahid
Chief Deputy County Counsel

Attachment: Ordinance (Public Hearing Fee Review - TTC)

ATTACHMENT 1 TO "AN ORDINANCE REPEALING AND REPLACING STANISLAUS COUNTY CODE, TITLE 6 CHAPTER 6.16, CHAPTER 6.36, CHAPTER 6.44, CHAPTER 6.56, AND CHAPTER 6.74 RELATING TO BUSINESS LICENSES AND REGULATIONS"

CHAPTER 6.16 – CIRCUSES AND CARNIVALS

§ 6.16.010 Definitions.

For purposes of this chapter, the words "circus" and "carnival" are defined as follows:

- A. Carnival. A "carnival" is a traveling or itinerant commercial amusement enterprise consisting of sideshows, vaudeville, games, merry-go-rounds or other mechanical amusement devices temporarily located within the county. However, a carnival shall not be construed to include or mean a festival or amusement enterprise set up and conducted by any permanent religious, charitable or nonprofit organization of the county upon real property owned by such organization and conducted within an area of twenty thousand square feet, or less.
- B. Circus. A "circus" is a traveling or itinerant commercial amusement enterprise utilizing an enclosure of any kind, but usually circular or rectangular, partially surrounded by seats, used for exhibitions of horsemanship, acrobatic performances, acts of clowns, feats of animal training or the like, temporarily located within the county.

(Prior code §7-60)

§ 6.16.020 License—Required.

It is unlawful for any person, firm or corporation, either as principal, agent or employee, to open, carry on or operate in the unincorporated area of the county, any circus or carnival without first obtaining from the county a license so to do.

(Prior code §7-61)

§ 6.16.030 License—Application—Contents.

- A. Before the license is issued, the applicant shall make a written application upon a form provided by the treasurer-tax collector. The application, together with all license fees required under this chapter, shall be submitted to the treasurer-tax collector at least ten days (except as hereinafter provided) prior to the opening date of the circus or carnival and shall contain the following:
 1. The name under which it shall be operated;
 2. The name and permanent address of the owner;
 3. A certificate of adequate public liability and property damage insurance in an amount as set by the board of supervisors by resolution;
 4. A certificate of adequate workers' compensation insurance;
 5. The address of the proposed operation, including a legal description of the property on which the proposed operation will be located, together with a drawing showing the geographical limits of all uses, including entrances, exits and public parking spaces which will be made available for customers and viewers;
 6. A description of rest room facilities available; and

7. The dates of operation, including daily opening and closing times.

- B. If, within the discretion of the chief executive officer, a hardship will be imposed by requiring the applicant to submit the application ten days or more prior to the opening date, such an application may be received and processed under this chapter during a shorter period of time; provided, however, a penalty of fifty percent of the first day's license fee shall be charged in addition to all other fees provided in this chapter.

(Prior code §7-62)

§ 6.16.040 License—Application—Investigation.

The treasurer-tax collector shall refer the application to the chief executive officer who shall be responsible for authorizing or refusing the issuance of a license by the treasurer-tax collector. The chief executive officer shall first refer the application to the sheriff, fire warden, health officer, director of planning, director of public works and such other agencies as he may deem appropriate. Such agencies shall advise the chief executive officer as to whether or not the business for which the application is submitted complies with and conforms to all applicable laws, ordinances, health and fire regulations.

(Prior code §7-63)

§ 6.16.050 License—Denial appeal.

In the event that the chief executive officer refuses authorization for a license, the applicant may file a written notice of appeal within ten days after notice of refusal, to the board of supervisors, which shall conduct a hearing thereon at its next regular meeting and at which time it may grant or deny the license for which application is made.

(Prior code §7-64)

§ 6.16.060 License—Revocation.

The license provided for in this chapter shall be granted and accepted with the express understanding and agreement that the chief executive officer may revoke the license at any time if he determines that it was obtained by false or fraudulent representations, or if he determines that the circus or carnival is conducted in an unlawful manner, or that it is detrimental to the social peace or public morals of the community. The revocation shall be in letter form and delivered either in person or by certified mail. Provided further, that the holder of any license which is revoked may appeal within ten days after notice of revocation, to the board of supervisors which shall conduct a hearing on the revocation within thirty days. In this connection, it is the express intention of this chapter that the sole responsibility for the operation of any circus or carnival for which a license is issued under this chapter shall be upon the licensee, and regardless of whether or not such operations are carried out by his agents, servants, employees or others, with or without his knowledge. The board of supervisors shall be the judge of the sufficiency of the causes for revocation, and the decision of the board thereon shall be final and conclusive. In the event of a revocation for a violation of this chapter and notification by the chief executive officer, it shall be the duty of the sheriff, and he is authorized and empowered, to immediately close the carnival or circus and to eject all participants therein from the premises.

(Prior code §7-65)

§ 6.16.070 Zoning district location.

It is unlawful to conduct a circus or carnival in any area other than one which has been zoned as M (industrial district), C-2 (commercial) or A-2 (agricultural) in accordance with Title 21 of this code. (Prior code §7-66)

§ 6.16.080 License—Fee.

Managers or owners of every circus or carnival shall pay a license fee, set by the board of supervisors, per calendar day, for each day, or portion of a day, the circus or carnival is to operate in the county, which sum shall be paid to the treasurer-tax collector of the county at the time of making application for the issuance of a license. The license fee shall be refunded in full to the applicant if the license is denied. Provided, however, should an application be withdrawn prior to action thereon, a processing fee of fifty dollars shall be charged.

(Prior code §7-67)

§ 6.16.090 Deposit.

In addition to the fees provided in Section 6.16.080, each circus or carnival shall post a cash deposit of two hundred dollars at the time of the application for the purpose of insuring that the premises on which the operations are to be conducted are left in a clean and sanitary condition upon conclusion thereof. The deposit shall be returned to the person depositing it after the health officer has duly inspected the vacated site and certified to the treasurer-tax collector as to its cleanliness. If, in the opinion of the health officer, the premises are not in a clean and sanitary condition, he shall take such steps as he deems necessary to clean the premises, including the employment of persons and equipment for such purposes. The cost of the cleaning shall be paid out of the moneys deposited at the time of the application. Any surplus of funds deposited shall be returned to the person depositing them.

(Prior code §7-68)

CHAPTER 6.36 – MASSAGE ESTABLISHMENTS AND SCHOOLS**§ 6.36.010 Purpose.**

The purpose and intent of the board of supervisors in enacting this chapter is to protect the health, welfare, safety, and interest of the public and of patrons of establishments regulated in this chapter by requiring the licensing and regulation of the establishments, services, and persons defined in this chapter, by providing minimum building, health, and sanitation standards for such establishments, and by requiring minimum qualifications for persons performing such services.

(Prior code §7-170)

§ 6.36.020 Definitions.

For the purpose of this chapter the following words and phrases shall have the meanings respectively ascribed to them by this section:

- A. "Applicant" means a person who is required to file an application for a permit under this chapter, including a masseur, masseuse, instructor, trainee, individual owner, managing partner, managing officer of a corporation, or any other operator, manager or employee of a massage establishment or school of massage.
- B. "Baths" means the giving or furnishing of Russian, Finnish, Swedish, hot air, vapor, electric cabinet, steam, mineral, sweat, salt, Japanese, sauna, fomentation or electric baths or baths of any kind whatever, excluding ordinary tub baths or showers where an attendant is not required.
- C. "Bona fide nonprofit organization" means any fraternal, charitable, religious, benevolent, or any other nonprofit organization having a regular membership association primarily for mutual, social, mental, political, and civic welfare to which admission is limited to the members and guests and revenue accruing therefrom is to be used exclusively for the purposes of said organization, and which organization or agency is exempt from taxation, under the Internal Revenue Laws of the United States, as a bona fide fraternal, charitable, religious, benevolent, or other nonprofit organization and in which any massage or bath services provided are incidental to its primary operation.
- D. "Health officer" means the health officer of the county or his duly authorized agent.
- E. "Instructor" means a person employed by a school of massage for the purpose of teaching and/or demonstrating courses in said school.
- F. "Massage" means any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of a human body with the use of the hands, arms, or other portion of another human body, with or without the aid of any mechanical or electrical apparatus or appliances and with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations commonly used on the human body. Massage shall also include the giving of any baths as listed under subsection B of this section.
- G. "Massage establishment" means any establishment having a fixed place of business where any person, firm, association, or corporation engages in, or carries on, or permits to be engaged in or carried on any of the activities mentioned in subsections B or F of this section. Any establishment engaged in or carrying on, or permitting any combination of massage and bath shall also be deemed a massage establishment.
- H. "Masseur or masseuse" means any person who, for any consideration whatsoever, engages in the practice of massage as defined in this section unless otherwise excepted.
- I. "Out call massage" means the engaging in or carrying on massage for a fee not at a massage establishment or school of massage, but at a location designated by the customer or client, by any permittee or by any other party.
- J. "Person" means any individual, partnership, copartnership, firm, association, joint stock company, corporation, or combination of the above in whatever form or character.
- K. "School of massage" means any school or institution of learning which has for its purpose the teaching of the theory, method, profession, or work of massage, which school requires a resident course of study not less than one hundred eighty class hours to be given in not less than three

calendar months before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning, and which school has been approved pursuant to Section 94311 of the Education Code of the state.

- L. "Trainee" means a person accepted for enrollment in a course of study leading to a degree or certificate of graduation from a school of massage in the county.

(Prior code §7-171)

§ 6.36.030 Permit—Required.

- A. It is unlawful for any person to engage in, conduct, or carry on, or to permit to be engaged in, conducted, or carried on, in or upon any premises in the county, the operation of a massage establishment or a school of massage without first having obtained a permit from the county as required in this chapter.
- B. It is unlawful for any person to act as a masseur, masseuse, instructor, trainee, or to take any other position of employment with a massage establishment or school of massage in the county without first having obtained a permit from the county as required in this chapter.
- C. It is unlawful for any person engaged in, conducting or carrying on the operation of massage establishment to operate or use the same premises, location, or facilities as a school of massage.
- D. It is unlawful for any person engaged in, conducting, or carrying on the operation of a school of massage to operate or use the premises, location, or facilities as a massage establishment.

(Prior code §7-172)

§ 6.36.040 Permit—Fees.

- A. Every person who proposes to maintain, operate, or conduct a massage establishment or a school of massage in the county shall file an application with the treasurer-tax collector upon a form provided by the county, and shall pay a filing fee, set by the board of supervisors, which shall not be refundable.
- B. Every person who proposes to be employed by a massage establishment or a school of massage, every person who proposes to engage in the practice of massage, and every person who proposes to be an instructor or trainee in a school of massage shall file an application with the treasurer-tax collector upon a form provided by the county and shall pay a filing fee, set by the board of supervisors, which shall not be refundable.
- C. A permit when issued shall state whether it is for a massage establishment, for a school of massage, for a masseur or masseuse, for a massage establishment or school of massage employee who is not authorized to perform a massage, or for an instructor or trainee in a school of massage.

(Prior code §7-173)

§ 6.36.050 Permit—Application—Contents.

Every application submitted to the treasurer-tax collector shall include the following information:

- A. The type of permit applied for;

- B. The name, including all aliases, by which the applicant is or has ever been known;
- C. The applicant's present residence address and the residence addresses and dates thereof for the three years immediately preceding the date of the application;
- D. Written proof that the applicant is at least eighteen years of age;
- E. The applicant's height, weight, color of eyes and hair;
- F. Two portrait photographs of the applicant at least two inches by two inches;
- G. The business, occupation, or employment of the applicant for the three years immediately preceding the date of application;
- H. The applicant's social security number and driver's license number, if any;
- I. The massage or similar business license or permit history of the applicant including:
 - 1. Whether the person has previously operated in this or other city, county or state under license or permit,
 - 2. Whether the person has had such license or permit revoked or suspended and the reason therefor,
 - 3. The business activity or occupation of the person subsequent to such action of suspension or revocation;
- J. Whether the applicant has ever been convicted of:
 - 1. An offense involving conduct which requires registration pursuant to Section 290 of the Penal Code,
 - 2. An offense involving the use of force and violence upon the person of another that amounts to a felony,
 - 3. An offense involving sexual misconduct with children,
 - 4. An offense involving theft of property,
 - 5. An offense as defined in California Penal Code Sections 311, 315, 316, 318, 266, 266a, 266b, 266d, 266e, 266f, 266g, 266h, 266i, 647 subdivision (a), 647 subdivision (b), 647 subdivision (d), or 647a,
 - 6. Conspiracy to commit or an attempt to commit any of the aforesaid offenses,
 - 7. The equivalent of any of the aforesaid offenses in a jurisdiction outside the state;
- K. Whether the person is or has ever been licensed or registered as a prostitute, or otherwise authorized by the laws of any other jurisdiction to engage in prostitution in such other jurisdiction. If any person mentioned in this subsection has ever been licensed or registered as a prostitute, or otherwise authorized by the laws of any other state to engage in prostitution, a statement must be made giving the place of such registration, licensing or legal authorization, and the inclusive dates during which such person was so licensed, registered, or authorized to engage in prostitution;
- L. Whether the applicant, including a corporation or partnership, or a former employer of the applicant while so employed, or a building in which the applicant was so employed or a business conducted, was ever subjected to an abatement proceeding under California Penal Code Sections 11225 through 11235 or any similar provisions of law in a jurisdiction outside the state;
- M. The location at which the permittee is to be employed;

N. Such other identification and information necessary to disclose the truth of matters hereinbefore specified as required to be set forth in the application.

(Prior code §7-174(a))

§ 6.36.060 Permit—Application—Health certificate.

Every application for a permit to be a masseur, masseuse, instructor or trainee shall also be accompanied by a certificate from a physician licensed to practice medicine in the state showing that the applicant has been tested within the previous thirty days in a manner approved by the health officer and has been found to be free of all contagious, infectious, and communicable disease.

(Prior code §7-174(b))

§ 6.36.070 Permit—Application—Instruction certificate.

Every applicant for a permit to be a masseur, masseuse, or instructor shall also furnish a diploma or certificate of graduation from a school of massage, wherein the method, profession, and work of massage is taught and shall show satisfactory completion of courses in anatomy and hygiene.

- A. The treasurer-tax collector shall accept as meeting the above requirements satisfactory evidence that the applicant has completed courses of instruction substantially equivalent to the above.
- B. The treasurer-tax collector shall accept two years' bona fide experience as a masseur or masseuse in a massage establishment, attested to in writing under oath by a person other than the applicant, as satisfying the requirement for training in the theory, method, profession or work of massage. Any such applicant who has not completed courses in anatomy and hygiene may provide evidence satisfactory to the health officer of knowledge equivalent to that taught in such courses, or, if required by the health officer, shall within a reasonable time complete courses of instruction in such subjects.

(Prior code §7-174(c))

§ 6.36.080 Permit—Application—Administration method.

Every application for a permit to operate a massage establishment or school of massage shall also set forth the exact nature of the massage and/or baths to be administered and the proposed place of business and facilities therefor.

(Prior code §7-174(d))

§ 6.36.090 Permit—Application—Premises owner.

Every application for a permit to operate a massage establishment or a school of massage shall give the name and address of the owners and lessors of the real property upon or in which the business is to be conducted.

(Prior code §7-174(e))

§ 6.36.100 Permit—Application—School.

Every application for a school of massage shall be accompanied by:

- A. Proof of approval pursuant to Section 94311 of the Education Code of the state;
- B. A statement of the educational and experience qualifications and the names and residence addresses of all administrators and instructors, and the subject matter to be taught or demonstrated by each;
- C. A copy of the course outline, schedule of tuition, fees and other charges, regulations pertaining to tardiness and absence, grading policy, and rules of operation and conduct.

(Prior code §7-174(f))

§ 6.36.110 Permit—Application—Corporation information.

- A. If an applicant is a corporation, the application shall also set forth the name of the corporation exactly as shown in its articles of incorporation together with the names and residence addresses of each of the officers, directors, and each stockholder holding five percent or more of the stock of the corporation.
- B. The corporation shall designate one of its officers to act as the responsible managing officer of the massage establishment or school of massage. Such officer shall complete the application form as an individual applicant under this chapter.

(Prior code §7-174(g))

§ 6.36.120 Permit—Application—Partnership information.

- A. If the applicant is a partnership, the application shall also set forth the name and residence address of each of the partners, including limited partners.
- B. The partnership shall designate one of the partners to act as the managing partner of the massage establishment or school of massage. Such partner shall complete the application form as an individual applicant under this chapter. If one or more of the partners is a corporation, the provisions of this chapter pertaining to a corporate applicant shall apply.

(Prior code §7-174(h))

§ 6.36.130 Permit—Application—Verification.

Every application for a permit shall be verified by affidavit, or by declaration or certification under penalty of perjury as provided in the Code of Civil Procedure.

(Prior code §7-174(i))

§ 6.36.140 Permit—Application—Investigation.

- A. All applications for permits for massage establishments or schools of massage shall be referred to the building official, the fire warden, the health officer, the director of planning and community development, and the sheriff who shall make written recommendations to the treasurer-tax collector concerning compliance with the laws and ordinances that they administer and enforce.
- B. All other applications shall be referred to the health officer and sheriff for their written recommendations to the treasurer-tax collector concerning compliance with the laws and ordinances that they administer and enforce.

- C. The sheriff shall require an applicant to have his or her fingerprints taken and may require such additional information as may be necessary to establish the identification of the applicant.

(Prior code §7-175)

§ 6.36.150 Trainee permit.

- A. The treasurer-tax collector shall issue a trainee permit after an application therefor has been reviewed and approved. The treasurer-tax collector may refuse, revoke, or suspend a trainee permit for the reasons set forth in Section 6.36.160. No such trainee shall perform any of the massage services enumerated in Section 6.36.020 except that such trainee may engage in massage services within the school premises under the direction of a qualified instructor and in his immediate presence.
- B. The trainee permit shall be valid for a period of six months and shall not be renewed or extended except for a delay in completing required training due to accident, illness, or other showing of good cause. Such renewal or extension must be in writing by the treasurer-tax collector. The applicant for a trainee permit must submit a letter signed by the individual owner, managing partner, or managing officer of the school of massage showing that the applicant is currently accepted for enrollment in a course of study leading to a degree or certificate of graduation.

(Prior code §7-176)

§ 6.36.160 Permit—Issuance—Denial grounds.

- A. The treasurer-tax collector shall issue all other permits after the application therefor has been reviewed and approved. For good cause the treasurer-tax collector may refuse, revoke, or suspend a permit for a massage establishment, a school of massage, or for any other applicant or permittee for any of the following reasons, which reasons shall be set forth fully in writing and delivered to the applicant or permittee:
1. That the operation as proposed by the applicant, if permitted, will not or does not comply with all applicable laws, including but not limited to ordinances relating to building, health, planning, housing, zoning, and fire protection, and other applicable laws and regulations which the departments named in this chapter have a responsibility to administer;
 2. That the applicant or any other person who will be directly engaged in the management and operation of a massage establishment or school of massage has been convicted of any of the offenses enumerated in subsection J of Section 6.36.050, or convicted of an offense outside the state that would have constituted any of the described offenses if committed within the state.
A permit may be issued to any person convicted of any of the crimes described if the conviction occurred more than five years prior to the date of the application and the applicant has had no subsequent felony convictions of any nature and no subsequent misdemeanor convictions for crimes mentioned in subsection J of Section 6.36.050;
 3. That the applicant has been licensed or registered in any state as a prostitute;

4. That the treasurer-tax collector is not satisfied the moral character of the applicant is such that the applicant's employment by or maintenance and operation of a massage establishment or school of massage will not adversely affect the public interest, morals or welfare, or that he is not satisfied the moral character of any person who is an owner, partner, director of a corporation, stockholder holding five percent or more of the stock of the corporation, or lessor or owner of the real property is such that the maintenance and operation of a massage establishment or school of massage will not adversely affect the public interest, morals, or welfare. The sheriff shall, on request, indicate to the treasurer-tax collector his approval or disapproval of an application on moral grounds;
 5. That any of the provisions of this chapter have been violated or that the permittee or any employee, including a masseur, masseuse, instructor, or trainee, is engaged in any conduct at a massage establishment or school of massage which violates any state or local law or ordinance, or that the permittee of a massage establishment or school of massage has actual or constructive knowledge of such violations, or where such permittee by the exercise of due diligence should have had actual or constructive knowledge of any violation, or that such permittee or any other person acting on the permittee's behalf has refused to allow any duly authorized building inspector, peace officer, or health officer of the county to inspect the premises or the operations therein pursuant to the provisions of this chapter;
 6. That the health officer has determined that such business is being managed, conducted, or maintained without regard for the public health, or for the health of patrons or customers, or without due regard to proper sanitation and hygiene.
- B. Any person aggrieved by any decision or action of the treasurer-tax collector under the provisions of this section may appeal to the board of supervisors by written notice of appeal filed with the clerk of the board within fifteen days following receipt by such person of written notice of such decision or action. The notice of appeal shall be brought before the board not later than the second regular board meeting following the filing of the appeal with the clerk. At the meeting, the board will determine and announce the time and place of the hearing on the appeal.

(Prior code §7-177)

§ 6.36.170 Permit—Term.

Permits issued under the provisions of Section 6.36.160 shall be valid for a period of one year from the date of issuance and shall be renewable annually.

- A. An application for the renewal of a masseur or masseuse permit shall be accompanied by a filing fee set by the board of supervisors which shall not be refundable, and shall contain the same information as in Section 6.36.050, excluding therefrom subsection D, G, H and I.
- B. All applications for renewal shall be referred to the sheriff who may require an applicant to have his or her fingerprints taken and to furnish such additional information as may be necessary to establish the identification of the applicant.

- C. All applications for renewal shall be accompanied by a certificate from a physician licensed to practice medicine in the state showing that the applicant has been tested within the previous thirty days in a manner approved by the health officer and has been found to be free of all contagious, infectious and communicable disease.

(Prior code §7-178)

§ 6.36.180 Sale, transfer or change of location.

Upon the sale, transfer or relocation of a massage establishment or school of massage the permit therefor shall be null and void; provided, however, that upon the death or incapacity of the permittee, a massage establishment or school of massage may continue in business for a reasonable period of time, not to exceed three months, to allow for an orderly transfer of the business. No permittee shall operate under any name or conduct his business under any designation or at any location not specified in the permit. Any masseur, masseuse, instructor, trainee, or other employee may have a valid and unexpired permit transferred for use at any other massage establishment or school of massage upon written application to the treasurer-tax collector accompanied by a non-refundable five dollar transfer fee.

(Prior code §7-179)

§ 6.36.190 Required facilities.

- A. Every massage establishment and school of massage shall have the following facilities to provide for and protect the health and safety of the patrons thereof:
1. Rooms and facilities used for toilets, tubs, steam baths, and showers shall be constructed and installed in accordance with the applicable building regulations of the state and county.
 2. Toilet facilities shall be provided in convenient locations. Separate toilet facilities shall be provided for males and females and shall be designated as to the sex accommodated therein.
 3. Lavatories or wash basins, provided with both hot and cold running water, shall be installed in every toilet room or the vestibule thereto. All lavatories and wash basins shall be provided with soap in a dispenser and with sanitary towels.
 4. Every cubicle, room, booth or other area provided or used for patrons' use shall be provided with adequate light, heat, and ventilation, as approved by the health officer. When windows or skylights are used for ventilation, at least one-half of the total required window area shall be openable.
 5. To allow for adequate ventilation, any cubicle, room, booth, or other area provided or used for patrons' use and not served directly by an openable window, skylight, or mechanical system of ventilation shall be constructed so that the height of partitions does not exceed seventy-five percent of the floor-to-ceiling height of the area in which it is located.
 6. No cubicle, room or booth, or other area which is provided or used for patrons' use, other than toilet facilities, shall be fitted with a door capable of being locked.

7. All electrical equipment and plumbing fixtures shall be installed in accordance with the applicable building regulations of the state and the county.
 8. Individual security deposit facilities capable of being locked by the patron shall be provided at no extra charge for the protection of the valuables of patrons.
- B. No permit to conduct a massage establishment or school of massage shall be issued until an inspection has been made of the proposed facilities by representatives of the building official, health officer, and sheriff, and said officials have determined that the proposed facility meets or can be made to meet the requirements of this chapter.
- (Prior code §7-180)

§ 6.36.200 Operating requirements.

- A. Every portion of massage establishment or school of massage, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.
 - B. All masseurs, masseuses, instructors, and trainees shall be clean and wear clean outer garments, the use of which is restricted to the massage establishment or school of massage. A separate dressing room for each sex must be maintained on the premises with individual lockers for each employee or trainee. Doors to such dressing rooms shall open inward and shall be self-closing.
 - C. Each massage establishment and school of massage shall be provided with an adequate quantity of clean, laundered sheets and towels. Said sheets and towels shall be laundered after each use thereof and shall be stored in an approved and sanitary manner. Each massage table shall be provided with clean sheets and towels prior to each use. Approved receptacles shall be provided for the storage of soiled linens and towels.
 - D. Cubicles, rooms, booths, toilet rooms, plumbing fixtures, and other patron facilities shall be thoroughly cleaned at least once each day the massage establishment or school of massage is in operation. Bathtubs and shower compartments shall be thoroughly cleaned with a disinfectant after each use.
 - E. No massage establishment or school of massage, or any portion of a building in which the massage establishment or school of massage is located, shall be used for residential or sleeping purposes.
 - F. If male and female patrons are to be served simultaneously, separate rooms, baths, and other patron facilities shall be provided for such male and female patrons.
 - G. Massage establishments and schools of massage may be open for operation only between the hours of seven a.m. and twelve p.m., inclusive, of each day.
 - H. No out call massage services shall be performed unless authorized in writing by a physician and surgeon or osteopath duly licensed to practice in the state.
 - I. No alcoholic beverage shall be sold, served, furnished, kept or possessed on the premises of any massage establishment or school of massage.
- (Prior code §7-181)

§ 6.36.210 Register and permit number of employees.

- A. Every permittee of a massage establishment must maintain a register of all persons employed on the premises and their permit numbers. Such register shall be available for inspection during regular business hours by any representative of the sheriff or health officer of the county.
- B. Every permittee of a school of massage must maintain a register of all persons employed on the premises and of all trainees or students. Such register shall be available for inspection during regular business hours by any representative of the sheriff or health officer of the county.

(Prior code §7-182)

§ 6.36.220 Display of permit and identification cards.

- A. Every massage establishment or school of massage shall display at all times during business hours the permit issued pursuant to the provisions of this chapter for such massage establishment or school of massage in a conspicuous place so that the same may be readily seen by all persons entering the massage establishment or school of massage.
- B. The treasurer-tax collector shall provide each masseur, masseuse, instructor, or trainee, or other employee granted a permit with an identification card which shall contain a photograph of and the first name and permit number of said masseur, masseuse, instructor, or trainee which must be worn on the front of the outermost garment at all times during the hours of employment or training.

(Prior code §7-183)

§ 6.36.230 Employee age limit.

It is unlawful for any individual owner, managing partner, managing officer, or other person in charge of any massage establishment or school of massage to employ any person who is not at least eighteen years of age.

(Prior code §7-184)

§ 6.36.240 Records of treatment.

- A. Every permittee of a massage establishment or school of massage shall keep a record of the date and hour of each treatment, and the name and address of the patron, and the name of the employee administering the treatment and the type of treatment administered. Such records shall be maintained for a period of six months.
- B. Such records shall be open to inspection by the health officer. The information furnished or secured as a result of any such inspection shall be confidential. No public officer or deputy officer or employee of the county shall in any manner reveal any such confidential information except in a legal action to enforce the provisions of this chapter or pursuant to a court order.
- C. Any unauthorized disclosure or use of such information by an owner, operator, manager, permittee or employee of a massage establishment or school of massage shall constitute a misdemeanor, and such person shall be subject to the penalty provisions of this code in addition to any other penalties provided by law.

(Prior code §7-185)

§ 6.36.250 Services and rate sign.

Every permittee of a massage establishment or school of massage shall post a sign in a conspicuous place so that the same may be readily seen by all persons entering the massage establishment or school of massage, printed in bold letters not less than one inch in height, listing the services available and the rates to be charged therefor. No services shall be performed and no sums shall be charged for such services other than those shown on the sign posted.

(Prior code §7-186)

§ 6.36.260 Inspection sign.

Every permittee of a massage establishment or school of massage shall post a sign in a conspicuous place so that the same may be readily seen by all persons entering the massage establishment or school of massage, printed in bold letters not less than one inch in height, with the following thereon: "These premises are subject to inspection without notice by authorized officials of the County of Stanislaus."

(Prior code §7-187)

§ 6.36.270 Inspection.

The health officer shall from time to time, but not less than twice a year, cause an inspection to be made of the premises of each massage establishment and school of massage in the county for the purpose of determining whether the provisions of this chapter are being complied with. The health officer may designate any county officer or employee as his representative to conduct this inspection or to assist therein.

(Prior code §7-188)

§ 6.36.280 Employment of persons without permits unlawful.

It is unlawful for any owner, operator, manager, or permittee in charge of or in control of a massage establishment or school of massage to employ any person who is not in possession of a valid, unrevoked permit or to allow such a person to practice massage within a massage establishment or school of massage.

(Prior code §7-189)

§ 6.36.290 Time limit for filing application for permit.

All persons who possess an outstanding business license heretofore issued for the operation of a massage establishment or school of massage, and all persons who are operating a massage establishment or school of massage on the effective date of this chapter, and all employees thereof must apply for and obtain a permit within ninety days of the effective date of this chapter. Failure to do so and continued operation of a massage establishment or school of massage or continued employment as a masseur, masseuse, instructor, trainee, or other employee of a massage establishment or school of massage without a permit shall constitute a violation of this chapter.

(Prior code §7-190)

§ 6.36.300 Exceptions.

This chapter shall not apply to:

- A. Hospitals, nursing homes or sanitarium;
- B. Physicians and surgeons, osteopaths, chiropractors, or physical therapists who are duly licensed to practice their respective professions in the state, or persons working under the direction of any such persons in hospitals, nursing homes or sanitarium;
- C. Nurses who are registered under the laws of the state;
- D. Barbers or cosmetologists when lawfully carrying out their particular profession or business and holding a valid, unrevoked license or certificate of registration issued by the state;
- E. Bona fide trainers or coaches of any amateur, semiprofessional, or professional athlete or athletic team and the facilities therefor;
- F. A bona fide nonprofit organization, as defined in this chapter, its employees, and the facilities thereof.

(Prior code §7-191)

CHAPTER 6.44 – PUBLIC DANCES AND DANCE HALLS**§ 6.44.010 Definitions.**

For the purpose of this chapter, the following words and phrases shall have the meaning as in this section set forth:

- A. "Known," when used in connection with the words "prostitute" or "male or female procurer" or "vagrant," shall for the purpose of this chapter be held to mean and include known to the manager, owner or lessee of the dance hall, or to the person conducting a dance, or to the police, or other authorities having to do with the regulation or supervision of public dance halls or public dances to be one of the persons named, or who has such reputation or character, or one who has pleaded guilty to or has been convicted of being a prostitute, male or female procurer or vagrant.
- B. "Person" shall, for the purpose of this chapter, be held to mean and include natural persons, copartnerships, corporations and associations and includes both sexes.
- C. "Public dance" shall, for the purpose of this chapter, be held to mean and include any dance to which the general public may gain admission with or without the payment of a fee.
- D. "Public dance hall" shall, for the purpose of this chapter, be held to mean and include any room, place or space in which a public dance as defined in subsection C is conducted.

(Prior code §7-40)

§ 6.44.020 Permit—Required.

It is unlawful to maintain, operate or conduct a public dance hall, as defined in Section 6.44.010, within the limits of the unincorporated territory of the county until the person owning or conducting the dance shall, or other place in which the same may be held, first has obtained a written permit therefor as provided in this chapter. It shall further be unlawful to hold or conduct a public dance unless the person holding or conducting the dance applies for a written permit as provided in this chapter.

(Prior code §7-41)

§ 6.44.030 Permit—Dance hall—Application form.

Applications for a permit to keep and conduct a public dance hall shall be on forms supplied by the treasurer-tax collector and shall be substantially as follows:

APPLICATION FOR PERMIT TO CONDUCT A PUBLIC DANCE HALL

_____, 20_____

The undersigned hereby makes application for a permit to keep and conduct a public dance hall at _____, in the County of Stanislaus, State of California, from date of issuance of permit, to and including _____, 20_____.

It is hereby expressly agreed that in the event that this permit shall be issued, that said dance hall shall be conducted in strict accord with the provisions of law regulating public dance halls, and the undersigned agrees that the permit is given and accepted subject to the provisions of this application, and that he shall be held responsible for violation of any provision of law or ordinance regulating public dance halls.

There are _____ square feet of dancing space in said hall.

The undersigned is the proprietor of the hall located at the above address, in which hall an application for keeping and conducting a public dance hall is hereby made.

Signature of the Applicant

Post Office Address of the Applicant

The foregoing application is approved and the number of attendants required to be present when said dance hall is open to the public is _____.

Sheriff of the County of Stanislaus

The foregoing application is approved and permit issued this _____ day of _____, 20_____.

Treasurer-Tax Collector of the County of Stanislaus
(Prior code §7-42)

§ 6.44.040 Permit—Dance—Application form.

Application for a permit to conduct a public dance as defined in Section 6.44.010 shall be upon forms supplied by the treasurer-tax collector and shall be substantially as follows:

APPLICATION FOR PERMIT TO CONDUCT A PUBLIC DANCE

_____, 20_____

The undersigned hereby makes application for a permit to give a public dance at _____, in the County of Stanislaus, State of California, from date of issuance of this permit, to be held on the _____ day of _____, 20_____. It is hereby expressly agreed that said dance shall be conducted in strict accord with the provisions of law regulating public dances, and the undersigned agrees that the permit is given and accepted subject to the provisions of this application and that he shall be held responsible for violation of any provision of law or ordinance regulating any public dance.

Attachment: Ordinance (Public Hearing Fee Review - TTC)

The owner or lessee of the premises in which such dances are to be held is _____
(name) _____ (occupation).

Signature of Applicant

Post Office Address of the Applicant

The foregoing application is approved and the number of attendants required to be present when said dance hall is open to the public is _____.

Sheriff of the County of Stanislaus

The foregoing application is approved and permit issued this _____ day of _____, 20_____.

Treasurer-Tax Collector of the County of Stanislaus
(Prior code §7-43)

§ 6.44.050 Permit—Application—Investigation.

Upon receiving such application, the treasurer-tax collector shall refer it to the sheriff for investigation, who may refer the application to the building inspector, fire warden or such other agencies as may be appropriate, as to whether or not the place for which it is asked a permit be given complies with and conforms to all laws, ordinances, health and fire regulations applicable thereto, and is properly ventilated and supplied with separate and sufficient toilet conveniences for each sex within the building in which the dance is to be conducted, and is a safe and proper place for the purpose for which it shall be used, and as to the moral character of the applicant. The sheriff shall report thereon immediately to the treasurer-tax collector. The treasurer-tax collector shall thereupon grant or refuse the permit.

(Prior code §7-44)

§ 6.44.060 Permit—Suspension or revocation.

The sheriff shall have the right to revoke or suspend any permit issued under this chapter and to take possession of the permit upon any grounds for refusal to issue a permit under this chapter. In addition, the failure of a holder of a permit to comply with the provisions in this chapter shall also constitute grounds for revocation or suspension of the permit. The action of the sheriff in this respect shall be subject to an appeal to the board of supervisors of the county. Notice of the appeal shall be filed with the clerk of the board of supervisors within ten days after the revocation or suspension. Upon failure to file such notice within the ten-day period, the action of the sheriff in revoking or suspending the permit shall be final and conclusive.

(Prior code §7-45)

§ 6.44.070 Compliance required.

All permits as provided in this chapter shall be granted and accepted upon the further understanding and agreement that all the terms, provisions and regulations contained in this chapter, as the same now is or

Attachment: Ordinance (Public Hearing Fee Review - TTC)

may hereafter be amended, shall be fully complied with.
(Prior code §7-46)

§ 6.44.080 Permit—Denial appeal.

In the event that the treasurer-tax collector refuses to issue any such permit for a public dance hall or the holding of a public dance, the applicant may appeal to the board of supervisors, who shall after hearing grant or deny the issuance of the permit applied for.
(Prior code §7-47)

§ 6.44.090 Permit—Term—Nonassignable—Reissuance of revoked permit.

All permits granted under this chapter shall be good for the date, or until the time in the permit specified, not exceeding one year. The same shall not be assignable. If the permit as provided in this chapter is revoked by the board of supervisors, no new permit shall be granted to such person, or to any person who was an agent or employee of such person at the time of any violation of this chapter, or at the time of the application for a new permit.
(Prior code §7-48)

§ 6.44.100 Disorderly conduct prohibited.

- A. It is unlawful for any person to whom a public dance hall permit is issued, or for any person conducting a public dance hall under permit from the treasurer-tax collector, or any person who is conducting any dance or dance hall within the county, to allow or permit in any dance hall any indecent act to be committed, or any vulgar dancing to be indulged in, or any disorder, or conduct of a gross, vulgar or violent character, or to permit in any such dance hall any known prostitute, pimp or procurer.
- B. Any member of the sheriff's department, or other properly constituted authority, shall be admitted free of charge to any public dance hall in the county, and they shall have the power, and it shall be the duty of each of them, to cause any dance hall to be vacated whenever any provisions of this chapter, or of any ordinance, regulation or law concerning dance halls, has been or is being violated; or whenever any indecent act is committed, or any vulgar dance indulged in or when any disorder or conduct of a gross, violent or vulgar character takes place therein, or any known prostitute, pimp or procurer is found to be present in such place.

(Prior code §7-49)

§ 6.44.110 Hours.

All dances shall be stopped and discontinued and all public dance halls shall be closed between the hours of two a.m. and six a.m.
(Prior code §7-50)

§ 6.44.120 Attendants.

Every person who conducts a public dance hall or place where dancing is permitted shall at all times

maintain and keep one or more attendants who shall be present at all times when the dance hall or place is opened to the public and when a public dance is being conducted therein. It shall be such attendant's duty to see that the provisions of this chapter relating to the conduct of the persons attending the dance hall are enforced. The attendants shall be approved from time to time by the sheriff, and no public dance shall be conducted without the presence of the attendant. The compensation of the attendant shall be paid by the person conducting, owning or managing the dance hall.

(Prior code §7-52)

§ 6.44.130 Fees—Designated.

Except as otherwise provided in this chapter, it shall be unlawful to maintain or conduct any public dance without paying to the treasurer-tax collector therefor the fee set by the board of supervisors.

(Prior code §7-53; Ord. CS 204 §1, 1986)

§ 6.44.140 Fees—Exemption.

No license fee shall be required if no charge, fee, token or valuable consideration is given or received for admission to a public dance or dance hall, or if so given or received, all of the proceeds thereof are used, given or appropriated to charitable uses, after deduction and reimbursement of reasonable and necessary expenses of the dance. In such case, a verified statement of the applicant showing the conditions set forth in the foregoing sentence shall be endorsed upon the permit. The exemption from license fees provided in this chapter shall not, however, apply to public dances or the conduct of a public dance hall incident to or maintained in conjunction with any restaurant, tavern or similar establishment.

(Prior code §7-54)

§ 6.44.150 Permit—Waiting period after revocation.

If at any time the permit for a public dance hall is revoked for a violation of the provisions of this chapter, then in that event at least three months shall elapse before another permit shall be granted to the manager, owner or lessee of the premises.

(Prior code §7-55)

CHAPTER 6.56 – TAXICABS

§ 6.56.010 Permit—Required—Taxicab defined.

It is unlawful to engage in a business of operating a taxicab within the unincorporated area of the county without having first procured a permit to do so for each taxicab so operated. "Taxicab" means a vehicle used in the transportation of passengers for hire, on call or demand over the public highways of the unincorporated areas of the county and not over a defined route or upon a fixed schedule.

(Prior code §7-140)

§ 6.56.020 Permit—Information required.

Taxicab permits shall be issued by the treasurer-tax collector upon payment of an annual fee, set by the board of supervisors, for each taxicab, upon proof of good moral character of the applicant, upon proof

that the taxicab is in good mechanical condition and equipped with reasonable safety devices and upon submission of such other information as the treasurer-tax collector may require. Proof to the satisfaction of the treasurer-tax collector that the applicant has a current license or permit to operate the taxicab for which a permit is requested issued by any municipality located in the county may be accepted by the treasurer-tax collector, in his discretion, as sufficient evidence of the good moral character of the applicant and that the taxicab is in good condition and adequately equipped. An applicant shall maintain with the treasurer-tax collector a current address and telephone number.

(Prior code §7-141)

§ 6.56.030 Rates.

The board of supervisors may establish by resolution a schedule of rates for taxicabs and such schedule, when adopted, shall become and thereafter be a part of this chapter. The board shall, before adopting a resolution establishing a schedule of rates for taxicabs, conduct a public hearing thereon. Notice of the public hearing shall be provided in writing to each permittee and shall be published in the manner provided by Government Code Section 6062(a). A copy of any schedule of rates for taxicabs established by resolution of the board of supervisors shall be kept on file in the office of the clerk of the board of supervisors and shall be conspicuously posted in each taxicab.

(Prior code §7-142)

§ 6.56.040 Taximeter.

Whenever the board of supervisors has established a schedule or rates which requires the use of a taximeter to determine the rate of fare, each taxicab shall be equipped with a taximeter of the type approved by the sealer of weights and measures and it shall be the duty of every owner and operator of such vehicle to operate the taximeter in a manner so as to correctly compute the rate of fare and to keep the taximeter in perfect condition so that the taximeter will, at all times, accurately compute the correct charge. The taximeter shall be, at all times, subject to inspection by the sealer of weights and measures and a vehicle shall not be operated with a taximeter known to be defective or inaccurate. Upon complaint of any person that more than the legal fare was charged for taxicab service, the sheriff shall investigate and if the complaint relates to a taximeter, shall cause the taximeter to be at once inspected.

(Prior code §7-143)

§ 6.56.050 Permit—Suspension or revocation.

- A. Any permit issued pursuant to this chapter may be suspended or revoked for good cause by the treasurer-tax collector upon recommendation of the sheriff. "Good cause," for the purpose of this section, means a violation of any of the provisions of this chapter, the regulations adopted thereunder, or any condition of the business permit.
- B. The treasurer-tax collector shall serve upon the permittee, by mailing to the address maintained with the treasurer-tax collector or any other reasonable means, a notice of suspension or revocation setting forth the acts of omissions with which he is charged and informing him of his right to appeal to the board of supervisors.

(Prior code §7-144)

§ 6.56.060 Appeal.

Any person aggrieved by any decision or action of any county officer or employee relating to this chapter may appeal to the board of supervisors by written notice of appeal filed with the clerk of the board within fifteen days following receipt by such person of written notice of the decision or action. The appeal shall be placed upon the agenda of the board for hearing upon the earliest available date, but in no event, later than the second regular board meeting following the filing of the appeal with the clerk.

(Prior code §7-145)

CHAPTER 6.74 – JUNK DEALERS AND SCRAP METAL RECYCLERS**§ 6.74.010 Authority.**

This chapter is adopted pursuant to the police power of the county under Article XI, Section 7 of the California Constitution and in supplementation of Business and Professions Code Sections 21600 through 21609. This chapter is not intended to supersede the provisions of these statutes. Any conflict that may exist between this chapter and state law shall be resolved in favor of the latter. Nothing contained herein shall relieve any person or legal entity of obligations contained in the Business and Professions Code or other provisions of state or local law.

(Ord. CS 994 §2, 2007)

§ 6.74.020 Definitions.

- A. "Junk" means any and all secondhand and used machinery and all ferrous and nonferrous scrap metals and alloys, but does not include secondhand and used furniture, pallets.
- B. "Scrap metals and alloys" includes, but is not limited to, materials and equipment commonly used in construction, agricultural operations and electrical power generation, railroad equipment, oil well rigs, nonferrous materials, stainless steel, and nickel which are offered for sale to any junk dealer or recycler, but does not include scrap iron, household generated waste, or aluminum beverage containers, as defined in Chapter 2 (commencing with Section 14502) of Division 12.1 of the Public Resources Code.
- C. "Junk dealer" includes any person engaged in the business of buying, selling and dealing in junk, any person purchasing, gathering, collecting, soliciting or traveling about from place to place procuring junk, and any person operating, carrying on, conducting or maintaining a junk yard or place where junk is gathered together and stored or kept for shipment, sale or transfer.
- D. "Junk yard" includes any yard, plot, space, enclosure, building or any other place where junk is collected, stored, gathered together and kept.
- E. "Recycler" means any processor, recycling center, or noncertified recycler, as those terms are defined in Chapter 2 (commencing with Section 14502) of Division 12.1 of the Public Resources Code, who buys or sells scrap metal that constitutes junk as defined herein.

(Ord. CS 994 §2, 2007; Ord. CS 1007 §§1, 2, 2007)

§ 6.74.030 Exemptions.

- A. This chapter shall not apply to any of the following:
 1. Secondhand furniture merchants.
 2. Pawnbrokers.
 3. Secondhand car dealers or merchants in connection with automobile and motor vehicle sales agencies but not carried on and conducted in conjunction with a junk yard.
 4. Persons engaged in the business of selling new automobile tires or batteries or other equipment taking in part payment used articles of the same kind and thereafter selling or disposing of the same.

5. Secondhand oil well supply and equipment dealers not conducting or carrying on their business in connection with a junk yard.
6. Secondhand clothing merchants and ragpickers.

(Ord. CS 994 §2, 2007)

§ 6.74.040 Reporting.

- A. Junk dealers or recyclers shall report to the sheriff of Stanislaus County at the office of the sheriff, every day before twelve o'clock noon, on a form provided by the sheriff, a record of all sales and purchases of the previous twenty-four hours. The report shall contain the information required by this chapter and any additional information required by the sheriff as shown on the forms.
- B. The report shall at a minimum contain the following information:
 1. The name, business name, business address, telephone number, facsimile number, and electronic mail address;
 2. The place and date of each sale or purchase of junk made in the conduct of his or her business as a junk dealer or recycler.
 3. The name, valid driver's license number and state of issue or California-issued identification card number, and vehicle license number including the state of issue of any motor vehicle used in transporting the junk to the junk dealer's or recycler's place of business.
 4. The name and address of each person to whom junk is sold or disposed of, and the license number of any motor vehicle used in transporting the junk from the junk dealer's or recycler's place of business.
 5. A full and complete description of the item or items of junk purchased or sold, including the item type, quantity, length, diameter, size, brand, model, manufacturer, and identification number.
 6. A statement indicating either that the seller of the junk is the owner of it, or the name of the person he or she obtained it from, as shown on a signed transfer document.
 7. The fingerprint of the right hand index finger, unless such finger is missing, in which event the print of the next finger in existence on the right hand shall be obtained with a notation as to the exact finger printed of the person from whom junk is received.

(Ord. CS 994 §2, 2007)

§ 6.74.050 Seller's age limit.

It is unlawful for any junk dealer or recycler to purchase, or otherwise acquire, any junk from any person known, or reasonably should be known by the junk dealer or recycler, to be under the age of eighteen years.

(Ord. CS 994 §2, 2007)

§ 6.74.060 Hours.

It is unlawful for any junk dealer or recycler to conduct his or her business as a junk dealer within this county between the hours of seven p.m. of one day and seven a.m. of the next day.

(Ord. CS 994 §2, 2007)

§ 6.74.070 Payment.

It is unlawful for any junk dealer or recycler to make payment for the purchase of junk in excess of ten dollars to any person except by paper draft or check.

(Ord. CS 994 §2, 2007)

§ 6.74.080 Immediate notice of certain transactions.

- A. Every junk dealer or recycler shall immediately notify the sheriff's department by telephone, or other means likely to reach the sheriff's department without delay, of the following:
1. The sale or purchase, or attempted sale or purchase, of any junk which reasonably appear to be used only by governments, utilities, railroads, or for specific purposes, such as guardrails, manhole covers, high voltage transmission lines, historical markers, cemetery plaques, light poles and bleachers.

(Ord. CS 994 §2, 2007)

§ 6.74.090 License.

License—Required.

- A. It is unlawful for any person to act as a junk dealer or recycler without first making an application for and receiving from the treasurer-tax collector a license to act as such junk dealer or recycler in the unincorporated areas of the county.

License—Application—Contents.

- B. Any person desiring a license, or to renew a license, hereunder shall make application to the treasurer-tax collector upon blanks furnished therefor. If the application is made by an individual, he or she shall affirm under penalty of perjury that the contents of the application are true, and the contents of the application shall include the name and age of applicant, his or her present address or addresses, and the name under which, and the place where, the applicant has conducted a similar business within twelve months immediately preceding the date of the application. If the business is to be engaged in by a partnership, association or corporation, the application for a license shall be made by the general manager thereof, or by one having the authority of a general manager. In such case, the application shall state the true name of the organization, the date of its organization, its type, the location of its principal place of business, the names and addresses of its officers, or, in the case of a copartnership, the names and addresses of all the partners.
- C. In accordance with California Business and Professions Code Sections 12703 and 12733, the applicant shall attach to the application documentation to the satisfaction of the tax collector that the applicant holds a current and active California weighmaster license. A copy of the applicant's current weighmaster license shall be displayed in a prominent location at each location where the applicant conducts business.
- D. The applicant shall acknowledge having read Penal Code Section 496a, which shall be prominently set forth within the application in bold type.

License—Application—Employee Identification.

- E. The applicant, at the request of the sheriff, shall accompany the application with photographs and fingerprints of all the individuals who are to be actually engaged in the management of the business or in buying or otherwise acquiring junk for the business for which the license is requested. In the event any other person, after the license has been granted, is engaged in the management of the business or in buying or otherwise acquiring such junk, the licensee shall furnish to the sheriff on request the photograph and fingerprints of such person. No license shall be issued until any such demand has been complied with, and any license that has been issued shall be suspended or revoked if the licensee does not, within a reasonable time, comply with the provisions of this section.

License—Application—Investigation.

- F. Upon submission of a complete application for license under this chapter, the application shall be immediately referred to the department of planning and community development, the department of environmental resources, and to the sheriff for investigation concerning the applicant's business and character of the applicant. These departments shall, after investigation, file a report upon the application designating whether or not the applicant is a proper person to be granted the license applied for. No applicant shall be reported as a proper person to be granted a license under this chapter unless and until it appears that the applicant's conduct or proposed conduct of the

business does and will comply with all applicable laws and ordinances, including but not limited to those relating to the public health and to zoning. The departments shall be allowed sixty days from the date of receiving a completed application within which to file the report.

License—Fees.

- G. The application, renewal, and appeal denial fee for a junk dealer or recycler's business license shall be set by the board of supervisors.

License—Term.

- H. The licenses provided for in this section shall be issued for a period of one year from the date of issuance.

License—Denial Appeal.

- I. In the event of the denial of an application for license under this chapter, the applicant may, within ten days after the date written notice of such adverse report is mailed, file with the board of supervisors a notice of intention to appear before the board to appeal the denial of the application. Upon failure to file such notice within the ten-day period, the denial of the application shall be final and conclusive. The notice of appeal shall be accompanied by the fee amount stated in subsection G of this section.

License—Suspension, Revocation or Conditioning of License.

- J. The board of supervisors may, upon its own motion or upon the verified complaint in writing of any person, investigate the actions of any licensee and may, after ten days written notice to the licensee and after a hearing before the board, suspend, revoke, or condition the license of any licensee who commits any one or more of the acts or omissions constituting grounds for disciplinary action under this section. The grounds for such action shall be summarized in the notice. The notice provided for herein shall be given by registered or certified mail, postage prepaid, or in the manner required for the service of summons in civil actions. Pending the board's final decision regarding the license, a licensee may continue to engage in the business for the period of his or her license.

License—Disciplinary Action Grounds.

- K. It is a ground for disciplinary action if any licensee, his or her agent or employee or any person connected or associated with the licensee as partner, director, officer, stockholder, general manager, or person who is exercising managerial authority of or on behalf of the licensee has:
1. Knowingly made any false, misleading or fraudulent statement of a material fact in an application for a license, or in any report or record required to be filed; or
 2. Violated any provision of this chapter or of any statute relating to his licensed activity; or
 3. Been convicted of a felony or any crime involving theft, embezzlement or moral turpitude; or
 4. Committed any act constituting dishonesty or fraud; or
 5. Committed any unlawful, false, fraudulent, deceptive or dangerous act while conducting a licensed business; or
 6. Published, uttered or disseminated any false, deceptive or misleading statements or advertisements in connection with the operation of a licensed business; or
 7. Violated any rule or regulation adopted by the board relating to the licensee's business; or
 8. Conducted the licensed business in a manner contrary to the peace, health, safety, and general welfare or the public; or
 9. Demonstrated that he or she is unfit to be trusted with the privileges granted by such license; or
 10. Failed to comply with the regulations of Stanislaus County.

License—Revocation Without Hearing Upon Conviction.

- L. If any person holding a license under this chapter is convicted in any court of the violation of any law relative to his or her operation of a licensed business, the board may revoke the license forthwith without any further action thereon other than giving written notice of revocation to the licensee.

(Ord. CS 994 §2, 2007)

§ 6.74.100 Penalty.

Any person violating any provision of this chapter shall be guilty of a misdemeanor and subject to a fine of not more than five hundred dollars or imprisonment in the county jail for not more than six months, or both such fine and imprisonment.

(Ord. CS 994 §2, 2007)

**ATTACHMENT 2
DEPARTMENT OF TREASURER-TAX COLLECTOR FEE SCHEDULE**

Stanislaus County Treasurer-Tax Collector Fee, Permit, and Licensing Fee Schedule Effective June 29, 2024				
Code Section #	Type	Proposed		
		County	State	Total
6.04.060	Business License	\$142	\$4	\$146
6.04.070	Business License - Renewal	\$142	\$4	\$146
6.08.070	Bingo Permit - New Permit	\$40	\$4	\$44
6.08.280	Bingo Permit - Renewal of Permit	\$20	\$4	\$24
6.16.040	Carnival Permit Fire Dept Inspection Fee	\$195		\$195
6.16.080	Carnival Permit - per day of operation	\$220	\$4	\$224
6.16.090	Carnival Permit Clean-up Deposit	\$200		\$200
6.36.040	Massage Establishment Permit not licensed through the state program - New Permit	\$205	\$4	\$209
6.36.170	Massage Establishment Permit not licensed through the state program - Renewal of Permit	\$20	\$4	\$24
6.44.130	Dance Hall Permit - per Quarter	\$135	\$4	\$139
6.44.130	Dance Hall Permit - Single Dance	\$45	\$4	\$49
6.44.130	Dance Hall Permit Fire Dept Inspection Fee	\$195		\$195
6.56.020	Taxicab Permit (each vehicle)	\$8	\$4	\$12
6.68.040	Peddler's Permit - 1 year	\$60	\$4	\$64
6.68.040	Peddler's Permit - 30 days	\$30	\$4	\$34
6.68.040	Peddler's Permit - 10 days	\$15	\$4	\$19
6.74.090	Scrap Metal Dealer License/Permit - New	\$290	\$4	\$294
6.74.090	Scrap Metal Dealer License/Permit - Renewal	\$175	\$4	\$179

Attachment: Ordinance (Public Hearing Fee Review - TTC)

**ATTACHMENT 2
DEPARTMENT OF TREASURER-TAX COLLECTOR FEE SCHEDULE**

Not Ordinance Related

Code Section #	Type	Proposed		
		County	State	Total
NA	Parcel Map Clearance Application Fee – Fast Track	\$125		\$125
NA	Parcel Map Clearance Application Fee – Standard	\$95		\$95
NA	Parties of Interest	\$205		\$205
NA	Property Tax File Secured/Unsecured	\$55		\$55
NA	Property Tax Research Fee Per Hour	\$55		\$55
NA	Returned Check/Electronic Payment Fee	\$28		\$28

Attachment: Ordinance (Public Hearing Fee Review - TTC)

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Planning and Community Development

BOARD AGENDA:6.6
AGENDA DATE: April 30, 2024

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Close a 30-Day Review Period, Conduct a Public Hearing to Consider Approval of the Fiscal Year 2024-2025 Annual Action Plan for the U.S. Department of Housing and Urban Development Entitlement Programs and File a Notice of Exemption

STAFF RECOMMENDATION:

1. Close the 30-day public review period and conduct a public hearing.
2. Approve the Fiscal Year 2024-2025 Annual Action Plan (AAP) for the Stanislaus Urban County and the Stanislaus HOME Consortium for submittal to the U.S. Department of Housing and Urban Development (HUD).
3. Approve the filing of a Notice of Exemption finding that the proposed approval is exempt under provisions of the California Environmental Quality Act (CEQA) pursuant to State Guidelines.
4. Authorize the Director of Planning and Community Development to sign and submit to HUD the applications for Federal Assistance (SF-424, SF-424B and SF-424D), and Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG), and HOME Investment Partnerships (HOME) Program certifications.
5. Authorize the County Chief Executive Officer to sign the Fiscal Year 2024-2025 Annual Allocation Agreements with each Stanislaus Urban County member.
6. Authorize the County Chief Executive Officer to sign the Fiscal Year 2024-2025 HOME Consortium Annual Allocation Agreement with each Stanislaus HOME Consortium member.
7. Authorize the Director of Planning and Community Development to execute any related program agreements, contracts, or other documentation required for implementation of CDBG, ESG, HOME, Neighborhood Stabilization Programs (NSP), and any other programs identified in the Annual Action Plan. This authorization includes the use of any program income in accordance with applicable program guidelines.
8. Authorize the Planning and Community Development Department to incorporate any comments received prior to the close of the public review period and during the public hearing in the final documents and to make alterations to the

documents as directed by HUD, provided alterations are technical in nature and do not alter the approved programs or funding allocations.

9. Authorize the Planning and Community Development Department to proportionally increase or decrease the estimated funding levels identified in the approved AAP to match actual HUD final funding allocations for Fiscal Year 2024-2025.

DISCUSSION:

This is a request to close the 30-day public review period and conduct a public hearing to consider approval of the Fiscal Year 2024-2025 Annual Action Plan (AAP).

Stanislaus County, in partnership with the cities of: Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford form the Stanislaus Urban County for purposes of receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG) and Emergency Solutions Grants (ESG) Program funding. Stanislaus County is the “lead entity” with responsibility for implementing and administering CDBG and ESG funding. Stanislaus County is also the “lead entity” with responsibility for implementing and administering HUD HOME Investment Partnerships (HOME) funds for the Stanislaus HOME Consortium which is comprised of all the Stanislaus Urban County members and the City of Turlock. Approval of the proposed AAP is necessary for continued compliance for HUD funding.

The proposed AAP is the fifth annual action plan of the Stanislaus Urban County and City of Turlock 2020-2025 Consortium Consolidated Plan and describes projects and activities that will be undertaken during Fiscal Year 2024-2025. The 2020-2025 Consolidated Plan was adopted by the Board of Supervisors on May 12, 2020. The Stanislaus HOME Consortium became effective on July 1, 2023, as a replacement to the City of Turlock/Stanislaus Urban County HOME Consortium. The City of Turlock remains responsible, as the lead entity, for outstanding activities associated with the City of Turlock/Stanislaus Urban County HOME Consortium.

In accordance with Federal regulations, the County’s Citizen Participation Plan for HUD funding requires a minimum 30-day public review period prior to Board of Supervisors consideration to approve the AAP. The proposed AAP was made available to the public, and a notice of the public hearing and document availability was published in the Modesto Bee, on March 29, 2024, to provide for the required 30-day public review period. The public review version of the AAP was made available to the public online at: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm>.

The AAP proposed for adoption is included in Attachment 1 of this report. The attached AAP has been updated to incorporate community feedback received during the public review period, up to April 18, 2024, the date when this board agenda item was prepared. Any additional community feedback received will be presented to the Board of Supervisors at the April 30, 2024, public hearing to consider approval of the AAP. As reflected in the attached AAP, no written comments have been received regarding the AAP. In response to a series of community meetings held in February 2024 and April 2024, by the various Stanislaus Urban County and Stanislaus HOME Consortium members, the City of Ceres was the only member to receive public comment. The public comment included an inquiry regarding the possibility of having a housing

rehabilitation program and the development of more affordable housing within the City of Ceres. In response to the inquiry, City of Ceres staff explained the eligible activities under CDBG and HOME, including housing rehabilitation, and that there would be an upcoming process to seek proposals for housing projects. Other updates to the AAP include the addition of the 7th Street Water Line Installation project for the City of Riverbank and minor edits that include grammatical edits and formatting.

The public hearing to consider the Fiscal Year 2024-2025 AAP was set at the April 16, 2024, Board of Supervisors meeting. At that meeting, a member of the public pulled the item from the consent agenda to ask if the AAP would be translated into Spanish. The AAP has not been translated into Spanish and it is the County’s assessment that the document does not fall under the category of a vital document requiring translation. While the document itself does not require translation, community meeting notices (conducted in February 2024 to gather input in the development of the AAP and in April 2024 for the public review of the draft AAP) and notices of document availability for review and public hearing notices were published and distributed in both English and Spanish.

In addition to the in-person community meetings held in February 2024 and April 2024 by the various Stanislaus Urban County and Stanislaus HOME Consortium members, the County conducted virtual meetings both during the day and in the evening. The County’s meetings, both in person and virtual, along with many of the city meetings, included Spanish translated presentation materials and staff were available to provide Spanish translation. The County is unaware of any requests for translation having been received at any of the meetings.

Any additional written or verbal comments received during the 30-day public review period will be presented to the Board of Supervisors at the April 30, 2024, public hearing.

As of the time this item was prepared, HUD had not yet released the final funding allocations for Fiscal Year 2024-2025. As such, the allocations presented in this item, and within the AAP itself, are estimated funding allocations. All proposed budgets will be proportionally increased or decreased from the estimated funding levels to match actual HUD allocation amounts. The following is an overview of the estimated funding allocations and projects identified in the Fiscal Year 2024-2025 AAP, provided as Attachment 1.

Funding Allocations

The estimated Fiscal Year 2024-2025 HUD Entitlement funding allocations for Stanislaus County are as follows:

CDBG	\$ 2,335,030
ESG	\$ 208,317
HOME	\$ <u>1,708,364</u>
TOTAL	\$ 4,251,711

The allocations for each Stanislaus Urban County member are listed in Table One below, and the HOME Consortium allocations are shown in Table Two later in the

report. All allocations are based on the funding levels mentioned above and U.S. Census data on poverty and population.

Stanislaus Urban County CDBG and ESG Funding

**TABLE ONE
ESTIMATED CDBG AND ESG ALLOCATIONS**

URBAN COUNTY MEMBER	ACTIVITIES	ADMINISTRATION	TOTAL
City of Ceres	\$213,623	\$5,000	\$218,623
City of Hughson	\$158,003	\$5,000	\$163,003
City of Newman	\$144,702	\$5,000	\$149,702
City of Oakdale	\$163,815	\$5,000	\$168,815
City of Patterson	\$176,638	\$5,000	\$181,638
City of Riverbank	\$140,064	\$5,000	\$145,064
City of Waterford	\$217,545	\$5,000	\$222,545
Stanislaus County	\$328,634	\$407,006	\$735,640
Public Services @14%	\$325,000		\$325,000
Fair Housing		\$25,000	\$25,000
CDBG Total	\$1,868,024	\$467,006	\$2,335,030
ESG Total	\$192,694	\$15,623	\$208,317
TOTAL ALLOCATION	\$2,060,718	\$482,629	\$2,543,347

In addition to the allocations identified above, Stanislaus County plans to utilize approximately \$1,200 in program income collected from repayment of housing assistance loans to fund CDBG activities. All Stanislaus Urban County members will also carry over any unspent CDBG funds from prior years to use on their respective existing and/or proposed activities.

As part of the proposed allocations, each of the Stanislaus Urban County members receive independent CDBG project administration funding (shown in the above table) to cover administrative costs for CDBG related projects. As the lead entity with responsibility for implementing, monitoring and administering CDBG and ESG funding, Stanislaus County receives the majority of the available CDBG administrative funding, which is capped at 20% of the overall CDBG allocation. HUD recognizes Stanislaus County as the sole grantee responsible for administration and oversight of CDBG and ESG funds. Accordingly, the County's Planning and Community Development Department is responsible for the receipt and timely expenditure of funds,

environmental documentation for projects, eligibility determination of programs and those persons accessing services of the programs, and program monitoring for the Stanislaus Urban County.

As a HUD mandated requirement, the Stanislaus Urban County must provide a fair housing services program designed to address impediments to fair housing choice through education and investigation to the community. The cost of providing a fair housing services program is subject to the 20% administrative funding cap. The Stanislaus Urban County annually complies with this requirement by contracting with a fair housing service provider selected through a competitive Request for Proposal (RFP) process. For Fiscal Year 2024-2025, Project Sentinel is being recommended to receive \$25,000 in funding for fair housing services. Project Sentinel was the only applicant that responded to the RFP for fair housing service providers and has served as the Urban County's fair housing service provided for 24 years.

In addition to the general administration and fair housing activities discussed above, the following is an overview of the projects and activities, by funding source, to be undertaken in Fiscal Year 2024-2025:

Community Development Block Grant (CDBG) Projects and Activities

Stanislaus County

On March 28, 2017, the Board of Supervisors approved prioritizing the use of CDBG funds for sewer infrastructure projects. Included in the March 28th agenda item was a discussion of a sewer project prioritization study prepared by the County's Department of Public Works using a methodology based on need, income eligibility, and cost effectiveness. Based on the results of the sewer project prioritization study, Fiscal Year 2018-2019 CDBG funds were allocated to the West Modesto Sewer Infrastructure (WMSI) Project, which includes the following top three project areas listed in the study:

- Spencer/Marshall – The project area is generally located south of Maze Boulevard, east of the Modesto Irrigation District Lateral No. 5, north of California Avenue, and west of the Briggs Ditch.
- Beverly/Waverly – The project area is generally located south of Chicago Avenue, north of Paradise Road, and east of Carpenter Road.
- Rouse/Colorado – The project area is generally located between Sutter Avenue and Sunset Avenue, south of South Avenue and north of Garden Avenue.

Altogether, the top three project areas include approximately 1,038 residential, commercial and mixed-use parcels. These parcels currently rely on septic tanks for treatment of sewage. The project's purpose is to provide a sanitary sewer system that will allow property owners to abandon their existing failing septic tanks and connect to a public sewer system.

Environmental review, in accordance with CEQA and NEPA, has been completed for the entire WMSI Project and HUD has provided the County an Authority to Use Grants Funds that authorizes the release of funds for the entire project. For Fiscal Year 2024-2025, staff is recommending the continued allocation of funding to the WMSI Project. In addition to the use of CDBG funding, the County continues to seek State Water Resources Control Board (SWRCB) for Clean Water State Revolving Fund (CWSRF)

program funds to cover sewer project costs, including city sewer hook-up costs. The following is the project status for all three WMSI Project areas:

- Spencer/Marshall - Design and engineering plans have been completed, along with construction of two phases of the project. The County has applied to the SWRCB for funding to complete construction of the Spencer/Marshall neighborhood and continues to work with the SWRCB and the neighborhood to secure funding. Additional information on the current status of this effort is provided below.
- Rouse/Colorado - Construction of the Colorado Fly line using CDBG funding in partnership with the City of Modesto is scheduled to be completed by the end of April 2024. The City of Modesto is in the process of upgrading its wastewater collection system, which includes the River Trunk Realignment - Gravity System Project along Colorado Avenue located in the WMSI Rouse/Colorado area. During the design of the Gravity System Project, the City of Modesto identified two opportunities for partnership and coordination. The first included water system improvements along Colorado Avenue to provide concurrent utility improvements. This allows for construction scheduling efficiencies, reduced impact to neighborhood from separate projects and new pavement cost efficiencies. The second involved partnering with the County on sewer main improvements.

On September 20, 2022, the Board of Supervisors authorized the allocation of \$10 million in American Rescue Plan (ARPA) funding for use in the Rouse-Colorado neighborhood and is using ARPA funding to complete the design and engineering of the sewer project. The County has also applied for SWRCB funds for the Rouse-Colorado neighborhood to help leverage the ARPA funding that has been allocated to the project.

- Beverly/Waverly- Design and engineering plans are still under development.

One of the delays in obtaining SWRCB funding has been the SWRCB's need to have assurances that individual sewer connects will occur within a few years of the sewer system's construction. The County has surveyed, and will continue to survey, property owners in the project areas to show that there is willingness to connect. The County is also working with the City of Modesto on a partnership to leverage SWRCB funding with the City's Sewer Connection Program in an effort to provide the SWRCB with the necessary assurances. The SWRCB has indicated a willingness to provide additional funding to cover all property owner/private side construction and hook-up costs associated with connecting into the sewer system.

For the Spencer/Marshall application, the SWRCB staff have indicated that approval of the funding will be forthcoming upon receipt of a sufficient number of Right of Entry (ROE) Agreements, signed by property owners, as an assurance that sewer connections will occur. In partnership with the City of Modesto, Self-Help Enterprises, and the West Modesto Collaborative, County staff have been outreaching to property owners and, as of April 2024, have submitted to the SWRCB ROE agreements believed to be sufficient to allow for awarding of the funding within the next six-months. For the Rouse/Colorado application, County staff have continued work on obtaining sufficient income surveys to qualify the area for SWRCB funding as well as simultaneously

working to collect ROEs to help expedite the application review process with the SWRCB. Community meetings have and will continue to be held for both the Spencer/Marshall and Rouse/Colorado neighborhoods to provide updates on the progress of the overall outreach efforts and status of State funding.

WMSI Project implementation is dependent on funding availability. To ensure CDBG timeliness requirements are met, the project has and will continue to be designed to allow for phased construction in order to mitigate any risk if State funding is delayed or not received. Use of CDBG funds for design without construction occurring is a liability to the County which may require repayment of funds. As such, construction progress must be balanced with design and engineering work.

As with the Consolidated Plan, the AAP project description for the three project areas integrates small, targeted sidewalk projects, to help the County better regulate the timely expenditure of CDBG funds, if needed.

City of Ceres

The City of Ceres will continue with the construction of the Morrow Village Improvements Project in phases throughout the next fiscal year. The City of Ceres will begin construction on Phase Three of the project in the spring of 2025. The project will result in the installation of curb, gutter, ADA ramps, sidewalk and sidewalk repairs where needed and required. The project area is bounded by Moffett Road to the west, Mitchell Road to the east, Whitmore Avenue to the south and Garrison Road to the north.

City of Hughson

The City of Hughson will begin construction of the 2nd Street Infrastructure Improvement Project (Phase Two) in Spring 2025. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City of Hughson. This project will include sidewalk infill, curb, gutter, ADA ramps, and street paving as necessary. The project area is located along 2nd Street from Santa Fe Avenue to Locust Street.

City of Newman

The City of Newman will continue the planning, design, engineering and begin construction in Fall 2024, for improvements to the Hill Park Area and Steffensen Park Area that includes ADA improvements. These projects will also result in the installation/repair of curb, gutter, sidewalk, and driveways along with tree removal, street repair and overlay due to severe damage from tree roots within the project area.

City of Oakdale

The City of Oakdale will continue the planning, design and engineering on the South First, Second and Third Streets Improvements Project. The project will provide bike, pedestrian and ADA improvements for the area of South First, South Second, South Third Avenues from West G to West J Street (including East H and East I Streets from south First Avenue to South Yosemite Avenue). Due to the overall cost and project changes, the City of Oakdale has accumulated a few years of CDBG funding in order to be able to proceed with the construction of the project.

City of Patterson

The City of Patterson will complete construction in Fall 2024 of the Washburn Infrastructure Improvements Project. This project includes the installation of curb, gutter, sidewalk and ADA improvements in a phased approach. The Washburn Infrastructure Improvements Project is bounded by Washburn Street to the north, Tyler Street to the east, Tenbrink Lane to the south, and North First Street to the west. The City of Patterson will begin the planning and engineering work on the Apricot Estates Infrastructure Project that consists of sidewalk improvements, the installation of streetlights and ADA curb ramps. The Apricot Estates Infrastructure Project is bounded by N. Hartley Street to the west, E. Las Palmas Avenue to the south, Weber Avenue to the east and Knutson street to the north.

City of Riverbank

The City of Riverbank will complete construction of the Riverside-High Street Waterline Installation Project that consists of the replacement of a waterline and the connection of sewer laterals on Riverside Drive and High Street. The City of Riverbank will also begin the planning and engineering work on the 7th Street Water Line Installation Project that consists of the installation of a waterline on 7th Street between Nevada Street and Arizona Street.

City of Waterford

The City of Waterford will begin the planning and design of the G Street Improvements Project. The project includes frontage improvements, curb, gutter, and ADA ramps along the east side of G Street, from Bentley to Dorsey. Project costs will include design, engineering and construction.

Stanislaus Urban County projects not located within a Low-Moderate Area (LMA), as reflected in HUD's latest Census Block Group data, require an individual door-to-door income survey to verify that at least 51% of the households in the project area are low-income, thus meeting CDBG income eligibility thresholds. In April of 2020, HUD released the 2020 Census Block Group data and County staff is working with Urban County members on assessing new projects for LMA eligibility and confirming projects remain eligible.

County staff has developed an income survey tool, meeting HUD's standards, and will be coordinating with cities to conduct all necessary surveys. Considering known neighborhood conditions and neighborhood demographics, there is confidence that the identified project areas will meet CDBG LMA income eligibility thresholds; however, if an area fails to meet the eligibility threshold, an amendment to the AAP to identify an alternative project may be required.

CDBG Public Service Grant (CDBG-PSG) Funding Recommendations

CDBG funds provide the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services. These funds are for use in low-income neighborhoods and for providing services to households with incomes that are 80% and below the Area Median income (AMI). In accordance with HUD public services cap regulations, no more than 15% of an entitlement jurisdiction's CDBG funding allocation may be set-aside for CDBG-PSGs. The County typically sets aside 10% of its CDBG allocation for public service activities; however, at the direction of the County's

Community Development Committee, for Fiscal Year 2024-2025 approximately 14% (\$325,000) has been set-aside and a priority focus in the grant scoring has been given to applications providing substance abuse and/treatment programs in the community. The maximum funding award of \$35,000 has also been increased to \$120,000 for the priority focus area. As part of this funding cycle, the County received and reviewed sixteen competitive applications for CDBG-PSG funding, including one application for the priority focus (PSG-Focus) funding. Organizations that have applied for CDBG-PSG funding include, but are not limited to, organizations that provide services to at-risk youth, seniors, and the homeless.

All grant applications were reviewed and ranked by the Grant Review panel utilizing the following scoring factors:

- Capacity and Experience
 - Funding prioritization will be provided to agencies with successful experience in administering HUD and HCD funding.
- Addressing the Need/Extent of the Problem
 - Funding prioritization will factor in equitable distribution throughout the Stanislaus Urban County (and countywide for State ESG funding).
 - Use of health index tool or similar tool.
- Collaboration
- Accomplishments and Program Evaluation
 - Use of racial equity assessment.
- Financials
- Performance and Risk Assessments
- Program Innovation
- Grant Submittal

In addition to the scoring points allocated for each of the factors above, additional bonus points were allocated to applications meeting the priority focus funding criteria.

Recommendations for funding were made by a Grant Review panel consisting of eight members: one representing each of the Stanislaus Urban County's seven members and a representative from the Stanislaus Community System of Care (CSOC), the locally recognized Continuum of Care (CoC). The AAP includes CDBG-PSG funding recommendations for the following organizations:

- Center for Human Services – Work and Economic Mobility Project
- Children's Crisis Center – Children's Shelter and Trauma Recovery at Guardian House
- Children's Crisis Center – Children's Shelter and Trauma Recovery at Marsha's House
- Children's Crisis Center – Children's Shelter and Trauma Recovery at Verda's House

- Court Appointed Special Advocates (CASA) – Direct Services Project
- The Salvation Army Red Shield – After School Homework Program
- We Care Program – Emergency Shelter
- We Care Program – We Care Substance Abuse Counseling/Treatment Program

Attachment 2 includes a list of all CDBG-PSG grant applications (in order of highest to lowest ranking) with grant applications recommended for funding reflected in bold print. The We Care Program – We Care Substance Abuse Counseling/Treatment Program was the only application received for the priority focus funding and ranked first overall.

All CDBG-PSG applicants were notified of the ranking scores and the funding recommendations in April 2024 and no concerns with the ranking have been presented to staff.

Upon approval of the CDBG-PSG funding recommendations, technical adjustments may be needed if a funded organization fails to meet contract requirements or is found to be ineligible to receive funds. All funding recommendations are subject to final HUD approval and funding availability. If an organization is found to no longer be eligible, funding will be awarded to the next highest-ranking organization.

Emergency Solutions Grants (ESG) Projects and Activities and Funding Recommendations

As with CDBG-PSG funding, Federal ESG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services to the homeless. These funds are for providing homeless prevention assistance to individuals and households that are 30% AMI and are at risk of homelessness or are experiencing homelessness. Federal ESG funds will be used to provide operational and essential services funding for emergency homeless shelters, for the development of the Homeless Management Information System (HMIS), and to provide financial assistance, in combination with case management, to stabilize housing for persons experiencing homelessness or who are at-risk of becoming homeless.

Funding priority is given to Rapid Re-Housing grant applications that score the highest. Once the minimum HUD funding requirement (40%) is met for the Rapid Re-Housing category, Shelter and HMIS grant applications are funded according to the highest ranked score. Per HUD's ESG program regulations, a maximum of 60% of the ESG grant allocation may be used to fund shelter activities and 7.5% for HMIS activities. The County's ESG administration allowed funding amount is capped at 7.5% of the overall ESG grant allocation and is separate from the overall funding allocation made available to service providers. This year, the County received and reviewed six Federal ESG competitive applications for funds (the application review was conducted by the same Grant Review panel identified above for CDBG-PSG funding).

The AAP includes Federal ESG funding recommendations for the following organizations:

- Center for Human Services – Low Barrier Youth Shelter
- HAVEN – Emergency Shelter Program

- Turning Point Community Programs – Housing Assessment Team-ESG Rapid Rehousing Program

Attachment 3 includes a list of all Federal ESG grant applications (in order of highest to lowest ranking) with grant applications recommended for funding reflected in bold print. All Federal ESG applicants were notified of their ranking score and the funding recommendations in April 2024 and no concerns with the rankings have been presented to staff.

Upon approval, technical adjustments may be needed if a funded organization fails to meet contract requirements or is found to be ineligible to receive funds. All funding recommendations are subject to final HUD approval and funding availability. If an organization is found to no longer be eligible, funding will be awarded to the next highest-ranking organization.

Neighborhood Stabilization Program (NSP) Funding

In addition to CDBG and ESG funding, the AAP also recognizes the continued use of Neighborhood Stabilization Program (NSP) Program Income (PI) funding. In Fiscal Year 2024-2025, NSP PI funding will continue to be available to all Stanislaus Urban County members to fund the removal of blighted and dangerous buildings in NSP target areas. There is approximately \$321,755 in NSP 1 PI and \$681,050 in NSP 3 PI funding available for activities. In Fiscal Year 2024-2025, County staff will be working with the Stanislaus Urban County members to develop a closeout plan for use of the remaining NSP PI funding. Staff will also be working with HUD to determine eligible uses and assess any impacts use of the funding may have with timeliness requirements for use of other HUD funding. A separate item will be brought to the Board of Supervisors for consideration of the NSP program close out.

Home Investment Partnerships Program (HOME) Funding

HOME program funds are used by localities to provide the following activities:

- Affordable housing development;
- Low-income first-time homebuyer down payment assistance;
- Property acquisition;
- Owner-occupied housing rehabilitation assistance; and
- Program administration.

The allocations to each respective Stanislaus HOME Consortium member are reflected in Table Two below. As with CDBG funding, all allocations have been determined based on program funding levels and U.S. Census poverty and population data.

**TABLE TWO
ESTIMATED HOME ALLOCATIONS**

HOME CONSORTIUM MEMBER	ALLOCATION
City of Ceres	\$143,893
City of Hughson	\$127,110
City of Newman	\$135,827
City of Oakdale	\$139,079
City of Patterson	\$133,355
City of Riverbank	\$134,005
City of Turlock	\$156,123
City of Waterford	\$127,500
Stanislaus County	\$184,381
Community Housing Development Organization (CHDO) Set-aside @ 15%	\$256,255
HOME Total	\$1,537,528
County Administration Total	\$170,836
TOTAL ALLOCATION	\$1,708,364

As the lead entity with responsibility for implementing, monitoring and administering HOME funding, Stanislaus County will be receiving the entire amount available for HOME administrative activities, which is capped at 10% of the overall HOME allocation. HUD recognizes Stanislaus County as the sole grantee responsible for administration and oversight of HOME funds. Accordingly, the County's Planning and Community Development Department is responsible for the receipt and timely expenditure of funds, environmental documentation for projects, eligibility determination of programs and those persons accessing services of the programs, and program monitoring for the Stanislaus HOME Consortium.

Final allocation amounts for each Stanislaus HOME Consortium member are subject to further refinement based on HUD's final funding allocations and approval of the AAP. If there are any funding changes, the allocations will be adjusted proportionately. As specified within the executed three-year agreements entered into by the County and all of the member cities, funds allocated to individual Stanislaus HOME Consortium members are required to be committed to an approved project by December 31, 2024, unless such deadline is extended by the County. In order for a project to be funded, it must be included within a HUD-approved AAP, and meet all HUD HOME program requirements. If there are no approved projects by the deadline, the funding will be

made available through a Request for Proposal (RFP) selection process to be overseen by the County on behalf of the Stanislaus HOME Consortium.

The Fiscal Year 2024-2025 AAP identifies general categories for funding (affordable housing development, rehabilitation, and administration), but no specific projects have been identified by any of the Stanislaus HOME Consortium members. The County has contracted with Housing Tools, LLC to develop Policies and Procedures for the administration of HOME funds and to develop an RFP to be used in soliciting, ranking, and awarding projects. As part of the RFP process, the County will also be seeking a provider to administer a housing rehabilitation program on behalf of the entire Stanislaus HOME Consortium.

Fiscal Year 2024-2025 is the second year of the Stanislaus HOME Consortium, and the County will utilize the year to continue its efforts in establishing the foundation for identifying projects and expending funding in accordance with HUD requirements. Part of staff's efforts include working with the City of Turlock to coordinate the programming of unspent City of Turlock/Stanislaus Urban County HOME Consortium funds (both annual allocations and program income) administered by the City of Turlock.

POLICY ISSUE:

As per Federal regulation 24 CFR Part 91, HUD Entitlement Jurisdictions are required to hold a public hearing in accordance with the locally adopted Citizen Participation Plan. The public hearing must allow for residents and community stakeholders an opportunity to respond to the planned activities by the entitlement jurisdiction to address the needs of the underserved, homeless and those at risk of becoming homeless.

The Federal CDBG, ESG Program, NSP, and HOME funding will serve to provide needed infrastructure improvements, housing, economic development, homeless prevention, rapid re-housing, shelter, and public services to individuals and families throughout Stanislaus County. These programs and services as outlined in the AAP are consistent with the goals and objectives of the Consolidated Plan, and the General Plans, specifically the Housing Elements, of the respective Stanislaus Urban County and Stanislaus HOME Consortium members.

FISCAL IMPACT:

Based on the estimated funding allocation amounts the Stanislaus Urban County will have available approximately \$4.3 million in HUD Entitlement funding in Fiscal Year 2024-2025.

In addition to \$2.3 million in Fiscal Year 2024-2025 CDBG funding, there is approximately \$3.2 million in unspent encumbered prior fiscal year CDBG funding available to the Stanislaus Urban County for the existing HUD approved projects. As per Federal regulations, CDBG funds must be spent within seven years and ESG funds within two years, or the funds would be released back to HUD. The County will be receiving an estimated \$208,317 in Federal ESG funding for Fiscal Year 2024-2025. The oldest allocation of CDBG and ESG funds are required to be drawn first. Currently, Stanislaus County has CDBG allocated funds back to Fiscal Year 2020-2021 and ESG allocated funds back to Fiscal Year 2023-2024. The County will receive an estimated \$1.7 million in Federal HOME funding for Fiscal Year 2024-2025 and a new HOME administrative fund will be established to cover the Department's related expenses.

The County also currently holds a balance of \$321,755 in NSP 1 and \$681,050 in NSP 3 program income funding.

The AAP is a required submittal to HUD and is used to obligate the funds and establish the operational plan for the listed projects within the plan. Appropriations for Stanislaus County's allocations will be requested through the Fiscal Year 2025 Proposed Budget process.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Supporting a Strong & Safe Community, Supporting a Healthy Community, and Delivering Efficient Public Services, and Enhancing Community Infrastructure* by providing the community with the necessary funds to implement needed programs and projects.

STAFFING IMPACT:

Administrative oversight of all CDBG, ESG Program and HOME Program funds allocated to the Stanislaus Urban County and the Stanislaus HOME Consortium will be assumed by existing Planning and Community Development staff.

CONTACT PERSON:

Angela Freitas, Planning and Community Development Director
Telephone: (209) 525-6330

Ana San Nicolas, Community Development Deputy Director

ATTACHMENT(S):

1. FY 24-25 Annual Action Plan
2. FY 24-25 CDBG - PSG Ranking List
3. FY 24-25 ESG Ranking List
4. Levine Act Disclosure Forms

Prepared by the Stanislaus County
Department of Planning and Community Development
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Modesto, CA 95354
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<https://www.stancounty.com/planning/cdbg/plans-and-reports.shtm>

FISCAL YEAR 2024-2025 ANNUAL ACTION PLAN

STANISLAUS URBAN COUNTY
STANISLAUS HOME CONSORTIUM
FOR HUD ENTITLEMENT PROGRAMS
APRIL 30, 2024 DRAFT ANNUAL ACTION PLAN
ALL PROPOSED BUDGETS WILL BE PROPORTIONALLY INCREASED OR
DECREASED FROM THE ESTIMATED FUNDING LEVELS TO MATCH ACTUAL HUD
ALLOCATION AMOUNTS.

FISCAL YEAR 2024-2025

STANISLAUS URBAN COUNTY AND THE STANISLAUS HOME CONSORTIUM



Stanislaus County

Chairman – Mani Grewal
 Vice Chairman – Buck Condit
 Supervisor – Channce Condit
 Supervisor – Vito Chiesa
 Supervisor – Terry Withrow



City of Ceres

Mayor – Javier Lopez
 Vice Mayor – Bret Silveira
 Councilmember James Casey
 Councilmember Rosalinda L. Vierra
 Councilmember Daniel Martinez



City of Hughson

Mayor – George Carr
 Mayor Pro Tem – Randy Crooker
 Councilmember Samuel Rush
 Councilmember Julie Ann Strain
 Councilmember Alan McFadon



City of Newman

Mayor – Casey Graham
 Councilmember Shane Tomlinson
 Councilmember Scott Ball
 Councilmember Laroy McDonald
 Councilmember John Pimentel



City of Oakdale

Mayor – Cherilyn Bairos
 Mayor Pro Tem – Christopher Smith
 Councilmember Fred Smith
 Councilmember Bob Amaral
 Councilmember Kayleigh Gilbert



City of Patterson

Mayor – Michael Clauzel
 Councilmember Shivaugn Alves
 Councilmember Jessica Romero
 Councilmember Dominic Farinha
 Councilmember Carlos Roque



City of Riverbank

Mayor – Richard D. O'Brien
 Vice Mayor – Leanne Jones Cruz
 Councilmember Rachel Hernandez
 Councilmember Darlene Barber-Martinez
 Councilmember Luis Uribe



City of Turlock*

Mayor – Amy Bublak
 Vice Mayor – Pam Franco
 Councilmember Kevin Bixel
 Councilmember Rebecka Monez
 Councilmember Cassandra Abram



City of Waterford

Mayor – Charlie Goeken
 Vice Mayor – Jill Kitchens
 Councilmember Jamie Hilton
 Councilmember Christine Harris
 Councilmember Elizabeth Talbott

**Note: The City of Turlock is not a member of the Stanislaus Urban County; however, it is a member of the Stanislaus HOME Consortium.*

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Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

ES-05 EXECUTIVE SUMMARY

Introduction

Every year the United States Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the Stanislaus Urban County, specifically Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) funding. In order to receive these funds, the Stanislaus Urban County must complete a Consolidated Plan (Con Plan) every five years and an annual work plan called the Annual Action Plan (AAP). The Stanislaus Urban County must also submit a Consolidated Annual Performance Evaluation Report (CAPER) on the progress of projects at the end of the fiscal year.

Beginning in 2000, with the City of Turlock serving as the lead entity, the Stanislaus Urban County was part of the City of Turlock/Stanislaus Urban County Home Investment Partnerships Program (HOME) Consortium for purposes of receiving federal HOME grant funding. On July 1, 2023, Stanislaus County became the lead entity for a new HOME Consortium, the Stanislaus HOME Consortium, consisting of the Stanislaus Urban County and the City of Turlock. CDBG, ESG, and HOME activities for the Stanislaus Urban County and Stanislaus HOME Consortium will be reported under this AAP. The City of Turlock will report HOME activities undertaken with the remaining funding received by the prior HOME Consortium under their own separate AAP and CAPER.

For Fiscal Year 2024-2025 the estimated HUD funding allocations are as follow:

Stanislaus Urban County:

CDBG:	\$2,335,030
ESG	\$208,317

Stanislaus HOME Consortium:

HOME:	\$1,708,364
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The Con Plan for Fiscal Years 2020-2025, the Stanislaus Urban County & City of Turlock Consortium Consolidated Plan, was adopted in May 2020 by the Stanislaus County Board of Supervisors and the Turlock City Council and identifies housing and community development activities for the five-year period. This document is the Fiscal Year 2024-2025 AAP for Year 5 of the Con Plan. The majority of this document is generated through HUD's Integrated Disbursement and Information System (IDIS) System.

Throughout this document the following geographic terms will be used.

- **Stanislaus Planning Area:** Includes the entirety of the planning area considered under the Fiscal Year 2020-2025 Con Plan: the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, and the unincorporated area of the County.
- **Stanislaus Urban County:** A multi-jurisdictional CDBG entitlement, made up of the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford and the unincorporated area of the County. Stanislaus County is the "lead entity" for the Stanislaus Urban County.
- **Unincorporated County:** Includes the entire unincorporated area of the County (this area is not a part of any municipality).

- **Entitlement Cities:** The CDBG entitlement cities in the County are Modesto and Turlock.
- **Stanislaus Home Investment Partnerships Program (HOME) Consortium:** The members of the Consortium are Stanislaus Urban County and the City of Turlock. Stanislaus County is the “lead entity” for the Stanislaus HOME Consortium.
- **Stanislaus Cooperative:** The Stanislaus Urban County and Stanislaus HOME Consortium.

The purpose of the Con Plan is to identify housing and community development needs, priorities, goals, and strategies on how the Stanislaus Urban County’s and Stanislaus HOME Consortium HUD funds will be utilized over a five- year period.

The AAP is the one-year plan that is prepared pursuant to the goals outlined in the Con Plan. This AAP details the projects and activities that the Stanislaus Urban County and the Stanislaus HOME Consortium will undertake to address the housing and community development needs and local objectives using CDBG, ESG, and HOME funds. This AAP covers the funds received during Fiscal Year 2024-2025.

Summary of the Objectives and Outcomes Identified in the Plan Needs Assessment Overview

The 2020-2025 Con Plan has identified the following six goals to address housing and community development needs.

1. Increase and improve supply of affordable housing;
2. Work to end and prevent homelessness;
3. Improve infrastructure and public facilities;
4. Provide public services;
5. Community emergency responses; and
6. Administration.

CDBG funds are used by the Stanislaus Urban County for public services, public facilities and infrastructure improvements, and planning and administrative costs. ESG funds are utilized for Homeless Prevention, Rapid Re-Housing, Shelter, and Homeless Management Information System (HMIS) activities and administrative costs. HOME funds will be used to increase and improve the supply of affordable housing by supporting the development of new affordable housing projects and rehabilitation of existing housing.

Evaluation of Past Performance

Stanislaus Urban County

In many older neighborhoods and communities of the Stanislaus Planning Area, public infrastructure is minimal or non-existent, causing this to be a high priority need. Infrastructure such as sewer, water, curb, gutter, sidewalk, and storm drainage are typical development standards in newer neighborhoods but were not requirements at the time older neighborhoods developed. The Stanislaus Urban County members have utilized CDBG funds for infrastructure improvement related projects.

Through the CDBG Public Services Program, the Stanislaus Urban County may set aside up to 15% of its annual CDBG allocation for programs that provide services to low- to moderate-income households (families or

individuals). In Fiscal Year 2023-2024, a total of nine public service programs were awarded \$233,502 to carry-out a number of needed services and, as of March 1, 2024, approximately 1,647 individuals have received a form of service through the funded agencies. Funded services ranged from meals and shelter for low-income households to emergency food assistance programs.

As lead agency for the Stanislaus HOME Consortium, Stanislaus County has been working with the Stanislaus Cooperative to identify housing projects and has contracted with an outside housing services provided to assist in the preparation of HOME policies and procedures and development of a Request for Proposals that will be utilized to identify, prioritize, and rank housing projects and to establish provides for a consortium wide comprehensive housing rehabilitation program.

ESG program funding is used to provide emergency shelter and rental assistance for homeless households and households at-risk of becoming homeless. In Fiscal Year 2023-2024, a total of 2 programs were awarded \$192,694 to carry-out services and, as of March 1, 2024 approximately 263 individuals have received services through the funded agencies. Funded services have included shelter and homeless prevention services.

Throughout Fiscal Year 2023-2024, the Stanislaus Cooperative and the local CoC continued to work together on strengthening efforts to address and collaborate on homeless issues including the implementation of the Stanislaus Regional Strategic Plan to Address Homelessness.

Summary of Citizen Participation Process and Consultation Process

The community outreach process for the AAP included online community meetings, in person community meetings, agency phone and email consultations, consultation with the local CoC, and a meeting of the Stanislaus County's Community Development Committee.

The AAP draft document has been made available to the public via the County's website as well as emailed directly to the local CoC's listserv.

Summary of Public Comments

Any public comments received during the public review period or provided at the April 30, 2024, public hearing to consider approval of the AAP will be incorporated into the final AAP submitted to HUD.

Summary of Comments or Views Not Accepted and the Reasons for Not Accepting Them

Any public comments received during the public review period or provided at the April 30, 2024, public hearing to consider approval of the AAP will be incorporated into the final AAP submitted to HUD.

The Process

PR-05 Lead & Responsible Agencies

Agency/entity responsible for preparing/administering the Consolidated Plan

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The following are the agencies/entities responsible for preparing the Consolidated Plan (Con Plan) on behalf of the Stanislaus Cooperative, and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Stanislaus County	Stanislaus County Planning and Community Development
ESG Administrator	Stanislaus County	Stanislaus County Planning and Community Development
HOME Administrator	Stanislaus County	Stanislaus County Planning and Community Development

Narrative

Stanislaus County is the lead entity for the Stanislaus Urban County as an entitlement jurisdiction for Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) funds. The Stanislaus Urban County includes the unincorporated areas of the County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford.

At the time that the 2020-2025 Con Plan was prepared, the City of Turlock was the lead agency for the City of Turlock/Stanislaus County HOME Consortium, which included the City of Turlock and all of the Stanislaus Urban County member jurisdictions.

On July 1, 2023, Stanislaus County became the lead entity for the new Stanislaus HOME Consortium. The new consortium includes all of the Stanislaus Urban County member jurisdictions and the City of Turlock. In accordance with HUD regulations, the lead entity is responsible for submittal of the AAP housing related program information for all HOME Consortium participating jurisdictions.

Space below intentionally left blank.

Consolidated Plan Public Contact Information**Stanislaus County**

Angela Freitas, Director

Department of Planning and Community Development

1010 10th Street, Suite 3400, Modesto, CA 95354

Tel: 209-525-6330 | Fax: 209-525-5911 | E-mail: angela@stancounty.com

PR-10 Consultation**Introduction**

In preparing the AAP, the members of the Stanislaus Cooperative consulted with various organizations that provide services to residents of the Stanislaus Planning Area. In many instances, these consultations are part of ongoing interactions between member jurisdictions and the agency or group described.

The community outreach process for the AAP included online community meetings, in person community meetings agency phone and email consultations, and a meeting of the Stanislaus County's Community Development Committee.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Members of the Stanislaus Cooperative attend monthly meetings with the Stanislaus County Hospital and Shelter Partners, Turlock Community Collaborative, Stanislaus Homeless Alliance (SHA), and the local Continuum of Care (CoC) in an effort to provide Consortium funding updates and to identify opportunities for collaboration.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CoC is made up of representatives from the City of Modesto, the City of Turlock, Stanislaus County, the Stanislaus Regional Housing Authority, law enforcement agencies, housing service providers, social service providers, fair housing service providers, health service providers, and homeless service providers. Announcements for all funding opportunities through the Stanislaus Urban County are routinely advertised at the CoC meetings.

Stanislaus Cooperative member jurisdictions take part in regularly scheduled monthly CoC meetings and consult regularly with attendees on housing needs, social service needs, and homelessness needs. This ongoing partnership increases shared understanding of roles and responsibilities throughout the continuum.

In preparation of this AAP, the Stanislaus Cooperative consulted with a wide range of service providers and stakeholders representing both the public sector and private nonprofit sector. These consultations included asking those who help to meet the housing and social services needs of Stanislaus Planning Area residents to

describe the level of needs in the community, the relative priority of needs, and what they believe can be done to better meet the needs of residents.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS.

A representative from the CoC participates on the Grant Review Panel which reviews and scores applications for CDBG Public Services and ESG funds set aside to allow nonprofit organizations and service providers to apply through a competitive process. In addition to the CoC representative, the Grant Review Panel also includes a representative from each Stanislaus Urban County member jurisdiction. In addition, draft ESG and CDBG Public Services funding recommendations are presented to the CoC during its monthly meeting in April for comment.

A more detailed consultation on how ESG funds are implemented occurs at the HMIS sub-committee, which takes place monthly. The sub-committee works to implement ESG and HMIS regulations, both in practice and in the HMIS system itself.

Consultation with public sector and private nonprofits that provide permanent supportive housing, health services, and social services are conducted, in coordination with the CoC, to determine what resources are available to address the needs of any persons that are chronically homeless.

Describe agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities.

1	Agency/Group/Organization(s)	<ul style="list-style-type: none"> • CASA of Stanislaus County • Ceres Healthy Start Family Resource Center • Oakdale Family Resource Center • The Salvation Army- Red Shield • Westside Family Resource Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach and stakeholder meetings
2	Agency/Group/Organization	Area Agency on Aging
	Agency/Group/Organization Type	Services-Seniors
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach and stakeholder meetings

Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

Annual Action Plan

Fiscal Year 2024-2025

3	Agency/Group/Organization	Central Valley Opportunity Center
	Agency/Group/Organization Type	Services-Education Services Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach and stakeholder meetings
4	Agency/Group/Organization	Haven Women's Center
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach and stakeholder meetings
5	Agency/Group/Organization	Stanislaus Workforce Development
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach and stakeholder meetings
6	Agency/Group/Organization	United Samaritans Foundation
	Agency/Group/Organization Type	Food Bank
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach and stakeholder meetings
7	Agency/Group/Organization (s)	<ul style="list-style-type: none"> • Children's Crisis Center • Family Promise • We Care Program
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach and stakeholder meetings

Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

8	Agency/Group/Organization	Project Sentinel
	Agency/Group/Organization Type	Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach and stakeholder meetings

Identify any agency types not consulted and provide rationale for not consulting.

N/A

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Stanislaus County	Homeless Strategy

PR-15 Citizen Participation

1. Summary of citizen participation process/efforts made to broaden citizen participation. Summary of citizen participation process and how it impacted goal-setting.

In order to ensure maximum participation in the AAP process among all populations and special needs groups and to ensure that their issues and concerns are adequately addressed, the Stanislaus Cooperative has a Citizen Participation Plan in place. The Citizen Participation Plan describes the actions to be taken to encourage citizen participation in the development of the AAP. The community outreach process for the AAP included online community meetings, in person community meetings, agency phone and email consultations, and a meeting of the Stanislaus County’s Community Development Committee.

The public review period for the Fiscal Year 2024-2025 Annual Action Plan was from March 29, 2024 to April 30, 2024. A public meeting notice was published in The Modesto Bee, in both English and Spanish, a newspaper covering the entire Stanislaus Planning Area. In addition, each Stanislaus Cooperative city member advertised their city council meeting for the consideration of the AAP in one of the following newspapers: Ceres Courier, Hughson/Denair Dispatch, The Modesto Bee, Newman/Gustine Westside Index, Oakdale Leader, Turlock Journal, and Patterson Irrigator. The Stanislaus Cooperative also utilizes existing listservs to notify interested parties of the AAP’s availability for review.

Summary of Citizen Participation

Information pending the end of the Public Review Period

Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of Response	Summary of Comments Received	Summary of Comments Not Accepted	URL (if applicable)
Public Meetings	<p>-Non-English Speaking - Specify other language: Spanish</p> <p>-Non-targeted/broad community</p>	<p><u>Ceres</u></p> <ul style="list-style-type: none"> February 13, 2024, at 4:30pm Community Meeting/City Hall, 2701 4th Street, Ceres April 3, 2024, at 2:00pm Community Meeting/City Hall, 2701 4th Street, Ceres April 22, 2024, at 6:00pm City of Ceres Community Meeting/City Hall 2701 4th Street, Ceres <p><u>Hughson</u></p> <ul style="list-style-type: none"> February 6, 2024, at 5:30pm, Community Meeting/City Hall, 7018 Pine Street, Hughson April 8, 2024, at 5:15pm, Community Meeting/City Hall, 7018 Pine Street, Hughson April 22, 2024, at 6:00pm, Hughson City Council Meeting/City Hall, 7018 Pine Street, Hughson <p><u>Newman</u></p> <ul style="list-style-type: none"> February 13, 2024, at 4:00pm, Newman City Council Meeting/City Hall, 938 Fresno Street, Newman April 23, 2024, at 4:00pm, Newman City Council Meeting/City Hall, 938 Fresno Street, Newman April 23, 2024, at 7:00pm, Newman City Council Meeting/City Hall, 938 Fresno Street, Newman 	<p>During the February meetings, City of Ceres received public comments on the AAP process during their February community meeting regarding the possibility of having a housing rehabilitation program and the development of more affordable housing. City staff explained the eligible activities under CDBG and HOME and the upcoming RFP process for housing projects. No other comments were received.</p>	<p>N/A</p>	<p>N/A</p>

		<p><u>Oakdale</u></p> <ul style="list-style-type: none"> February 29, 2024, at 6:00pm, Oakdale City Council Meeting/City Hall, 455 South Fifth Ave., Oakdale <p><u>Patterson</u></p> <ul style="list-style-type: none"> February 15, 2024, at 5:00pm, Patterson City Council Meeting/City Hall, 1 Plaza, Patterson. April 4, 2024, at 5:00pm, Patterson City Council Meeting/City Hall, 1 Plaza, Patterson. April 16, 2024, at 7:00pm, Patterson City Council Meeting/City Hall, 1 Plaza, Patterson. <p><u>Riverbank</u></p> <ul style="list-style-type: none"> February 27, 2024, at 6:00pm, Riverbank City Council Meeting/City Hall, 6707 Third Street, Suite B, Riverbank. April 23, 2024, at 6:00pm, Riverbank City Council Meeting/City Hall, 6707 Third Street, Suite B, Riverbank. <p><u>Turlock</u></p> <ul style="list-style-type: none"> February 20, 2024 at 1:30pm, Turlock Community Collaborative Meeting, Via Zoom. April 16, 2024 at 1:30pm, Turlock Community Collaborative Meeting, Via Zoom. <p><u>Waterford</u></p> <ul style="list-style-type: none"> February 7, 2024, at 5:00pm, Waterford City Council Meeting/City Hall, 1 101 E. Street, Waterford. April 3, 2024, at 4:30pm, Waterford City Council Meeting/City Hall, 1 101 E. Street, Waterford. April 18, 2024, at 6:30pm, Waterford City Council Meeting/ City Hall, 1 101 E. Street, Waterford. 	<p>Comments pending for April Meetings</p>	
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		<p><u>Stanislaus County</u></p> <ul style="list-style-type: none"> February 17, 2024, at 10:00am, via Zoom video conferencing February 27, 2024, at 5:30pm via Zoom video conferencing February 28, 2024, at 12:00pm, 1010 10th Street, Basement Training Room, Modesto. April 17, 2024, at 12:30pm an 5:30pm, 1010 10th Street, Basement Training Room, Modesto. April 22, 2024, at 12:00pm, via Zoom video conferencing April 22, 2024, at 5:30pm via Zoom video conferencing April 27, 2024, at 1:00pm via Zoom video conferencing April 28, 2024, at 2:30pm via Zoom video conferencing April 30, 2024, at 9:00am, 1010 10th Street, Board Chambers, Modesto. 		
<p>Newspaper Ad</p>	<p>Non-targeted/broad community</p>	<p>All public hearings/meetings and notice of the availability of the AAP for public review, were published in newspapers covering the Stanislaus Planning Area (Ceres Courier, Hughson/Denair Dispatch, Modesto Bee (English and Spanish), Newman/Gustine Westside Index, Oakdale Leader, Turlock Journal and Patterson Irrigator).</p>	<p>Comments pending</p>	<p>N/A</p>

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AP-15 EXPECTED RESOURCES

Introduction

During Fiscal Year 2024-2025, the Stanislaus Urban County expects to receive approximately \$2,335,030 in Community Development Block Grant (CDBG) program funding and \$208,317 in ESG funding; and the Stanislaus HOME Consortium expects to receive \$1,708,364 in HOME Investment Partnerships Program (HOME) funding. The Stanislaus Urban County anticipates CDBG program income consisting of approximately \$200.00 a month unless there is a significant payoff from an existing loan. CDBG program income will be spent down prior to the use of Fiscal Year 2023-2024 program funds. As of March 29, 2024, the amount of prior years' unspent funds was approximately \$3.2 million in federal CDBG and \$160,267 in federal ESG funds. The Stanislaus Urban County also has a balance of approximately \$321,755 in NSP 1 and \$681,050 in NSP 3 program income funding. The NSP funding is anticipated to be utilized during Fiscal Year 2024-2025 for housing development and/or infrastructure activities and for the Abandoned and Dangerous Buildings program. The projects and programs' allocated funding listed in the AAP will be adjusted proportionally according to the final HUD allocations awarded to Stanislaus County.

During Fiscal Year 2024-2025, the Stanislaus HOME Consortium expects to receive approximately \$1,708,364 in HOME funding. As this is only the second year of the Stanislaus HOME Consortium no HOME program income is anticipated. As of March 29, 2024, the amount of prior years' unspent HOME funds was approximately \$1,708,364.

Anticipated Resources

Stanislaus Urban County

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5			Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$		
CDBG	public - federal	Administration and Planning, Economic Development, Housing, Public Infrastructure, and Public Services	\$2,335,030	0	0	\$2,335,030	Majority of funds will be utilized for infrastructure projects. 14% will be set aside for public services. 20% for Administration. Prior year resources are projected to be approximately \$3.2 million that will be carried forward to HUD approved infrastructure projects
ESG	public - federal	Overnight shelter operations and services, Rapid re-housing (rental assistance), and homeless prevention, HMIS data support services	\$208,317	0	0	\$208,317	Funds will be utilized for ESG program administration, emergency shelters, homeless management information system (HMIS) data entry, and homeless prevention and rapid re-housing services.

April 30, 2024

Draft Annual Action Plan

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Stanislaus HOME Consortium

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$		
HOME	public - federal	Acquisition, Homeowner rehab, Multifamily rental new construction, Multifamily rental rehab, new construction for ownership and TBRA.	\$1,708,364	0	\$1,708,364	\$3,416,728	Funds will be utilized for affordable housing development, rehabilitation, and administration.

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

HOME Program - 25% Match Requirement: The Stanislaus HOME Consortium uses local funds, state funds, and program income from various funding sources as contributions to housing pursuant to HOME matching requirements.

ESG Program - 100% Match Requirement: Leverage funding identified by applicant agencies awarded funding identify utilizing CDBG, CoC funding, private donation, foundation funding and in-kind as sources to meet the program match requirement. Fiscal Year 2023-2024 ESG (federal and state) allocations are expected to leverage an estimated \$1,254,986 in funding.

CDBG Program - Public Services Grants (CDBG-PSG): Leverage funding identified by applicant agencies awarded funding amounts to \$2,514,168.

CDBG Program - Infrastructure: Stanislaus Urban County members will continue the use of state and federal funds (as they become available) as leverage for infrastructure projects. The County has set aside approximately \$55.8 million American Rescue Plan Act of 2021 (ARPA) funding to Community Infrastructure. The County's West Modesto Project Area is one of the area's that will be receiving ARPA funds to assist with the installation of sewer lines and sewer connections.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Stanislaus County is the only Stanislaus Cooperative member with identified surplus lands within the Stanislaus Planning Area. County staff is currently researching the possibilities of developing affordable housing units at 18 South Abbie Street, located in the unincorporated community of Empire. The property is the former Empire Library site and is near the Empire Migrant Facility.

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AP-20 ANNUAL GOALS AND OBJECTIVES

Goals and Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Infrastructure and Public Facilities	2020	2024	Non-Housing Community Development	Public Infrastructure Improvement	CDBG: \$1,537,691	988 Households
2	Provide Public Services	2020	2024	Non-Homeless Special Needs	Public Services	CDBG: \$325,000	1,338 Persons
3	Work to End and Prevent Homelessness	2020	2024	Homeless	Homeless Services Public Services	ESG: \$192,694	235 Persons
4	Affordable Housing	2020	2024	Affordable Housing	Affordable Housing	HOME: \$1,537,528	10 Households
5	Community Emergency Response Program	2020	2024	Emergency Assistance	Economic Development Public Services	\$0	N/A
6	Administration	2020	2024	Administration	Public Infrastructure Improvement Homeless Services Public Services Affordable Housing	CDBG: \$472,339 ESG: \$15,623 HOME: \$170,836	Other: 1

Goal Descriptions

1	Goal Name	Improve Infrastructure
	Goal Description	Stanislaus Urban County will continue to work on infrastructure and facility projects in income-qualified residential neighborhoods lacking sewer, water, or stormwater systems, or where infrastructure exists but is in need of repair.
2	Goal Name	Provide Public Services
	Goal Description	Projects and activities under this goal may support organizations that offer services such as educational programs, food boxes, health care services, and economic development.
3	Goal Name	Work to End and Prevent Homelessness
	Goal Description	Projects under this goal will support organization providing shelter and services for those individuals or families experiencing homelessness, including emergency shelters, transitional shelters, permanent supportive housing, and rapid re-housing.
4	Goal Name	Affordable Housing
	Goal Description	Housing improvements for those persons with disabilities and projects that may consist of rehabilitation or development of affordable housing units for either renters or homeowners.
5	Goal Name	Community Emergency Response Program
	Goal Description	Projects under this goal will support small businesses, Urban County members, residents and agencies address community emergency needs as a result of Coronavirus pandemic related services.
6	Goal Name	Administration
	Goal Description	Administration for CDBG, ESG, and HOME programs.

AP-35 PROJECTS

Introduction

As shown in the previous section, AP-20 Annual Goals and Objectives, the Stanislaus Cooperative have identified goals to address housing and community development needs that both entities will work towards achieving in Fiscal Year 2024-2025. Below are the proposed projects to be funded with FY 2024-2025 federal funding from the Community Development Block Grant (CDBG), the Emergency Solutions Grants (ESG), and HOME Investment Partnerships Program (HOME) Programs.

The project listing below includes the proposed CDBG projects and administration for the Stanislaus Urban County members according to their respective allocation. The CDBG Public Services Program and ESG Program has the service providers listed in section AP-38 Project Summary that were awarded through the Notice of Funding Availability (NOFA) process.

The proposed HOME programs include the County's administration of the program and housing programs that will be made available to Stanislaus HOME Consortium members as the new HOME Consortium is formed. Consortium members will be given the opportunity to propose projects using their HOME allocation to use within six (6) months of the beginning of each fiscal year. If no feasible project is proposed and approved by the County, the HOME funds will return to the County for reallocation to an approved project in the AAP.

Stanislaus Urban County

#	Project Name
1.	Stanislaus County - CDBG Program Administration FY 24-25 (CDBG)
2.	Stanislaus County - West Modesto Sewer Infrastructure Project FY 24-25 (CDBG)
3.	Stanislaus County - Fair Housing and Tenant/Landlord Services FY 24-25 (CDBG)
4.	City of Ceres - CDBG Project Administration FY 24-25 (CDBG)
5.	City of Ceres - Morrow Village ADA Improvements (4 Phases) FY 24-25 (CDBG)
6.	City of Hughson - CDBG Project Administration FY 24-25 (CDBG)
7.	City of Hughson – Second Street (Phase 2) Infrastructure Project FY 24-25 (CDBG)
8.	City of Newman - CDBG Project Administration FY 24-25 (CDBG)
9.	City of Newman - Steffensen/Sunshine Park Area Improvement Project FY 24-25 (CDBG)
10.	City of Oakdale - CDBG Project Administration FY 24-25 (CDBG)
11.	City of Oakdale – South First, Second and Third Street Improvements Project FY 24-25 (CDBG)
12.	City of Patterson - CDBG Project Administration FY 24-25 (CDBG)
13.	City of Patterson – Apricot Estates Improvements Project FY 24-25 (CDBG)
14.	City of Riverbank - CDBG Project Administration FY 24-25 (CDBG)

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15.	City of Riverbank – Riverside-High Street Waterline Installation FY 24-25 (CDBG)
16.	City of Riverbank – 7 th Street Water Line Installation Project FY 24-25 (CDBG)
17.	City of Waterford - CDBG Project Administration FY 24-25 (CDBG)
18.	City of Waterford – G Street Pedestrian Improvements Project FY 24-25 (CDBG)
19.	Court Appointed Special Advocates (CASA) of Stanislaus County - Direct Services Project FY 24-25 (CDBG-PSG)
20.	Center for Human Services – Work and Economic Mobility Project FY 24-25 (CDBG-PSG)
21.	Children’s Crisis Center – Single Parent Intervention Services @ Guardian House FY 24-25 (CDBG-PSG)
22.	Children’s Crisis Center – Single Parent Intervention Services @ Marsha’s House FY 24-25 (CDBG-PSG)
23.	Children’s Crisis Center – Single Parent Intervention Services @ Verda’s House FY 24-25 (CDBG-PSG)
24.	The Salvation Army Red Shield - After School Homework Program FY 24-25 (CDBG-PSG)
25.	We Care Program – Emergency Shelter Program FY 24-25 (CDBG-PSG)
26.	We Care Program – Substance Abuse Counseling & Treatment Program FY 24-25 (CDBG-PSG)
27.	Stanislaus County – Emergency Solutions Grants (ESG) Program FY 24-25

Stanislaus HOME Consortium

#	Project Name
1.	Stanislaus County - HOME Program Administration FY 24-25 (HOME)
2.	Stanislaus County – Community Housing Development Organization (CHDO) FY 24-25 (HOME)
3.	Stanislaus County – Consortium Affordable Housing Program FY 24-25 (HOME)
4.	Stanislaus County – Housing Rehabilitation Program FY 24-25 (HOME)

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:

The following are three specific HUD goals for the CDBG program.

- Provide decent housing
- Provide a suitable living environment
- Expand economic opportunities

HOME funds may be used for a variety of affordable housing activities that generally fall into the four categories:

- Rehabilitation of owner-occupied housing;
- Assistance to homebuyers;
- Acquisition, rehabilitation, or construction of rental housing; and
- Tenant-based rental assistance.

The 2020-2025 Con Plan identifies the following Priority Needs for the Stanislaus Cooperative: public infrastructure and facility improvements, affordable housing, community and economic development, public services, homeless services, and community emergency responses. These priority needs take into account the Con Plans Needs Assessment and MarketAnalysis data and are reflected in the projects identified above.

Obstacles in addressing underserved needs are:

- A lack of available funds and resources; and
- The constraints and restrictions of the funding programs requirements.

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AP-38 PROJECT SUMMARY

Stanislaus Urban County

1. Stanislaus County-CDBG Program Administration FY 24-25 (CDBG)

Target Area(s):	Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and Unincorporated Stanislaus County
Goals Supported:	<ul style="list-style-type: none"> Improve Infrastructure and Public Facilities Provide Public Services Work to End and Prevent Homelessness Affordable Housing Administration Community Emergency Response Program
Needs Addressed:	<ul style="list-style-type: none"> Public Infrastructure and Facility Improvement Affordable Housing Community and Economic Development Public Services Homeless Services
Funding:	CDBG - \$407,006
Description:	Stanislaus County will provide management and administration services to the Stanislaus Urban County program members. The funds will cover the costs of staff publications, public notices, and other eligible costs directly related to the program. These funds will also cover administration costs incurred from managing the ESG and HOME program (costs incurred in excess of ESG and HOME administration funds).
National Objective:	N/A
Matrix Code:	21A
Target Date:	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities:	N/A
Location Description:	1010 10 th Street, Suite 3400, Modesto, CA 95354
Planned Activities:	Administration of CDBG, ESG and HOME programs and projects for FY 24-25

Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

2. Stanislaus County-West Modesto Sewer Infrastructure Project FY 24-25 (CDBG)

Target Area(s): Unincorporated Stanislaus County

Goals Supported: Improve Infrastructure and Public Facilities

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG - \$328,634

Description: This project will install sanitary sewer mains and laterals in three separate unincorporated neighborhoods within West Modesto in Stanislaus County. It is estimated that the project will include the installation of up to 80,000 linear feet of gravity mains and approximately 1,004 new house laterals in the Spencer/Marshall (144 services), Beverly/Waverly (527 services), and Rouse/Colorado (333 services) neighborhoods. The Spencer/Marshall neighborhood is located approximately 0.5 miles west of Highway 99 and is accessible from State Route 132 and Spencer Avenue. The Beverly/Waverly neighborhood is located approximately 0.9 miles west of Highway 99 and is accessible from Paradise Road. The Rouse/Colorado neighborhood is located approximately 0.6 miles west of Highway 99 and is accessible from Tuolumne Boulevard and Roselawn Avenue. The project may include targeted areas for sidewalks pending available funding and environmental review.

The targeted neighborhoods are disadvantaged communities located in West Modesto with predominantly residential parcels that currently rely on septic tanks for the treatment of sewage. The project is proposed in response to health and safety concerns associated with failing septic systems which could lead to the degradation of groundwater quality. The complete project will allow property owners to abandon their existing septic tanks and connect to the public sewer system. The new sewer infrastructure will connect into the City of Modesto's existing public sewer system. Upon completion of the project, infrastructure ownership will be transferred to the City of Modesto for operation and maintenance.

National Objective: LMA

Matrix Code: 03J

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential areas of unincorporated West Modesto.

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Performance Outcomes:

- Number of households with access to infrastructure: 1,004
- Number of residents impacted by infrastructure: 3,000

Target Date: 6/30/2030**Estimate the number and type of families that will benefit from the proposed activities:** 1,004 household
3,000 individuals**Location Description:** 1010 10th Street, Suite 3400, Modesto, CA 95354**Planned Activities:**

FY 24-25 Activities include design, engineering, and construction of sewer infrastructure and related infrastructure improvements to the West Modesto Neighborhoods of:

- Spencer/Marshall - proposed boundary area includes Maze Boulevard, Spence Avenue, California Avenue, Briggs Ditch, and Spruce Street (3 Activities/Phases)
- Beverly/Waverly - proposed boundary area includes Chicago Avenue, Ellet Avenue, Paradise Road, Ritsch Lane, Wade Avenue, and Ohio Avenue (Activities/Phases)
- Rouse/Colorado - proposed boundary area includes between Sutter Avenue and Sunset Avenue, south of South Avenue and north of Garden Avenue (Activities/Phases)

3. Stanislaus County-Fair Housing and Tenant/Landlord Services FY 24-25 (CDBG)**Target Area(s):** Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and Unincorporated Stanislaus County**Goals Supported:** Fair Housing and Tenant/Landlord Services**Needs Addressed:** Affordable Housing**Funding:** CDBG - \$25,000**Description:** Stanislaus County will contract with a fair housing service provider that is a HUD certified fair housing agency, to carry out fair housing services. Funds will be used to provide fair housing information, housing counseling, and tenant/landlord mediation services to residents of the Stanislaus Urban County.**National Objective:** N/A

Annual Action Plan

Fiscal Year 2024-2025

Matrix Code:	21D
Presumed Benefit:	N/A
Objective:	Address the need to affirmatively further fair housing enforcement, fair housing awareness and housing counseling.
Performance Outcomes:	<ul style="list-style-type: none"> • Number of individuals benefitting from fair housing enforcement: 21 • Number of households benefitting from fair housing enforcement 5
Target Date:	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities:	5 households and 21 individuals through information and referral
Location Description:	1231 8 th Street, Suite #425, Modesto, CA 95350
Planned Activities:	Stanislaus County will contract with HUD certified fair housing agency to carry out fair housing services. Funds will be used to provide fair housing information, housing counseling and tenant/landlord mediation services to residents of the Stanislaus Urban County.

4. City of Ceres-CDBG Project Administration FY 24-25 (CDBG)

Target Area(s):	Ceres
Goals Supported:	<p>Improve Infrastructure in Low-Income Neighborhoods</p> <p>Fair Housing and Tenant/Landlord Services</p> <p>Access To Public Services for Low-Income Households</p>
Needs Addressed:	<p>Public Infrastructure Improvement</p> <p>Affordable Housing</p> <p>Economic Development</p> <p>Public Services</p> <p>Homeless Services</p>
Funding:	CDBG - \$5,000
Description:	This expenditure includes costs associated with management, oversight, and coordination of the related CDBG funded projects.
National Objective:	N/A

Annual Action Plan

Fiscal Year 2024-2025

Matrix Code:	21A
Target Date:	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities:	N/A
Location Description:	2720 2 nd Street, Ceres, CA 95307
Planned Activities:	Administration of CDBG projects for the City of Ceres in FY 24-25.

5. City of Ceres-Morrow Village ADA Improvements (4 Phases) FY 24-25 (CDBG)

Target Area(s):	Ceres
Goals Supported:	Improve Infrastructure in Low-Income Neighborhoods
Needs Addressed:	Public Infrastructure Improvement
Funding:	CDBG - \$213,623
Description:	The project has four phases and will provide sidewalk, installation of curb and gutter on Morrow Avenue. Project will be phased out and costs include design, engineering and construction.
National Objective:	LMA
Matrix Code:	03K
Presumed Benefit:	No
Objective:	Address the need for infrastructure improvements in the low-income residential area of Ceres.
Performance Outcomes:	<ul style="list-style-type: none"> Number of households with access to infrastructure improvements: 70 Number of residents impacted by infrastructure improvement: 250
Target Date:	6/30/2030
Estimate the number and type of families that will benefit from the proposed activities:	70
Location Description:	2720 2 nd Street, Ceres, CA 95307
Planned Activities:	Infrastructure Improvements

Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

6. City of Hughson-CDBG Project Administration FY 24-25 (CDBG)

Target Area(s):	Hughson
Goals Supported:	Improve Infrastructure in Low-Income Neighborhoods Fair Housing and Tenant/Landlord Services Access To Public Services for Low Income Household
Needs Addressed:	Public Infrastructure Improvement Affordable Housing Economic Development Homeless Services
Funding:	CDBG - \$5,000
Description:	This expenditure includes costs associated with management, oversight, and coordination of the related CDBG funded projects.
National Objective:	N/A
Matrix Code:	21A
Target Date:	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities:	N/A
Location Description:	7018 Pine Street, Hughson, CA 95326
Planned Activities:	Administration of CDBG projects for the City of Hughson in FY 24-25.

7. City of Hughson-Second Street Infrastructure Project (Phase 2) FY 24-25 (CDBG)

Target Area(s):	Hughson
Goals Supported:	Improve Infrastructure Improvement
Needs Addressed:	Public Infrastructure Improvement
Funding:	CDBG - \$158,003
Description:	The project includes the installation of curb, gutter, sidewalk infill, and ADA improvements. The project is part of a multi-year effort to complete sidewalk project to improve connectivity, mobility, and access for pedestrians. The project area i

located along 2nd Street between from Santa Fe Avenue to Locust Street. Project will be phased out and costs include design, engineering, and construction.

National Objective: LMA

Matrix Code: 03K

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Hughson.

Performance Outcomes:

- Number of households with access to infrastructure improvements: 50
- Number of residents impacted by infrastructure improvement: 100

Target Date: 6/30/2030

Estimate the number and type of families that will benefit from the proposed activities: 100 individuals
50 households

Location Description: 7018 Pine Street, Hughson, CA 95326

Planned Activities: Infrastructure Improvements

8. City of Newman-CDBG Project Administration FY 24-25 (CDBG)

Target Area(s): Newman

Goals Supported: Improve Infrastructure in Low-Income Neighborhoods
Fair Housing and Tenant/Landlord Services
Access To Public Services for Low-Income Households

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Public Services
Homeless Services

Funding: CDBG - \$5,000

Description: This expenditure costs associated with management, oversight, and coordination of the related CDBG funded projects.

Annual Action Plan

Fiscal Year 2024-2025

National Objective: N/A**Matrix Code:** 21A**Target Date:** 6/30/2025**Estimate the number and type of families that will benefit from the proposed activities:** N/A**Location Description:** 1162 Main Street, Newman, CA 95360**Planned Activities:** Administration of CDBG projects for the City of Newman in FY 24-25.**9. City of Newman-Steffensen-Sunshine Park Area Improvements FY 24-25 (CDBG)****Target Area(s):** Newman**Goals Supported:** Improve Infrastructure in Low-Income Neighborhoods**Needs Addressed:** Public Infrastructure Improvement**Funding:** CDBG - \$144,702**Description:** This project is to improve sidewalks, curbs, lights and make ADA improvements within the residential area surrounding the community park. Project will be phased out and costs include design, engineering, and construction.**National Objective:** LMA**Matrix Code:** 03F**Presumed Benefit:** No**Objective:** Address the need for infrastructure improvements in the low-income residential area of Newman.**Performance Outcomes:**

- Number of households with access to infrastructure improvements: 200
- Number of residents impacted by infrastructure improvement: 510

Target Date: 6/30/2030**Estimate the number and type of families that will benefit from the proposed activities:** 510 Individuals
200 Households

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Location Description: 1162 Main Street, Newman, CA 95360

Planned Activities: Infrastructure Improvements

10. City of Oakdale – CDBG Project Administration FY 24-25 (CDBG)

Target Area(s): Oakdale

Goals Supported: Improve Infrastructure in Low-Income Neighborhoods
Fair Housing and Tenant/Landlord Services
Access To Public Services for Low-Income Households

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Public Services
Homeless Services

Funding: CDBG - \$5,000

Description: This expenditure costs associated with management, oversight, and coordination of the related CDBG funded projects.

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2025

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 280 N. 3rd Avenue, Oakdale, CA 95361

Planned Activities: Administration of CDBG projects for the City of Oakdale in FY 24-25.

11. City of Oakdale – South First, Second and Third Street Improvements Project FY 24-25 (CDBG)

Target Area(s): Oakdale

Goals Supported: Improve Infrastructure in Low-Income Neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG - \$163,815

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Description:	The project will provide bike, pedestrian and ADA improvements for the area of South First, South Second, South Third Avenues from West G to West J Street (including East H and East I Streets from South First Avenue to South Yosemite Avenue. Project will be phased out and costs include design, engineering and construction.	
National Objective:	LMA	
Matrix Code:	03I	
Presumed Benefit:	No	
Objective:	Address the need for infrastructure improvements in the low-income residential area of Oakdale.	
Performance Outcomes:	<ul style="list-style-type: none"> • Number of households with access to infrastructure improvements: 130 • Number of residents impacted by infrastructure improvement: 525 	
Target Date:	6/30/2030	
Estimate the number and type of families that will benefit from the proposed activities:	525 Individuals 130 Households	
Location Description:	280 N. 3 rd Street, Oakdale, CA 95361	
Planned Activities:	Infrastructure Improvements	
12. City of Patterson – CDBG Project Administration FY 24-25 (CDBG)		
Target Area(s):	Patterson	
Goals Supported:	Improve Infrastructure in Low-Income Neighborhoods Fair Housing and Tenant/Landlord Services Access To Public Services for Low-Income Households	
Needs Addressed:	Public Infrastructure Improvement Affordable Housing Economic Development Public Services Homeless Services	
Funding:	CDBG - \$5,000	

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Description:	This expenditure costs associated with management, oversight, and coordination c the related CDBG funded projects.
National Objective:	N/A
Matrix Code:	21A
Target Date:	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities:	N/A
Location Description:	1 Plaza, Patterson, CA 95363
Planned Activities:	Administration of CDBG projects for the City of Patterson in FY 24-25.

13. City of Patterson – Apricot Estates Improvements Project FY 24-25 (CDBG)

Target Area(s):	Patterson
Goals Supported:	Improve Infrastructure in Low-Income Neighborhoods
Needs Addressed:	Public Infrastructure Improvement
Funding:	CDBG - \$176,638
Description:	This project includes the installation of curb, gutter, sidewalk, the installation c streetlights and installation of 33 ADA compliant curb ramps. Project will be multi phased and costs include design, engineering, and construction.
National Objective:	LMA
Matrix Code:	03I
Presumed Benefit:	No
Objective:	Address the need for infrastructure improvements in the low-income residential area of Patterson.
Performance Outcomes:	<ul style="list-style-type: none"> Number of households with access to infrastructure improvements: 140 Number of residents impacted by infrastructure improvements: 420
Target Date:	6/30/2030

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Fiscal Year 2024-2025

Estimate the number and type of families that will benefit from the proposed activities: 420 Individuals
140 Households

Location Description: 1 Plaza, Patterson, CA 95363

Planned Activities: Infrastructure Improvements

14. City of Riverbank – CDBG Project Administration FY 24-25 (CDBG)

Target Area(s): Riverbank

Goals Supported: Improve Infrastructure in Low-Income Neighborhoods
Fair Housing and Tenant/Landlord Services
Access To Public Services for Low-Income Households

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Public Services
Homeless Services

Funding: CDBG - \$5,000

Description: This expenditure costs associated with management, oversight, and coordination of the related CDBG funded projects.

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2025

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 6707 3rd Street, Riverbank, CA 95367

Planned Activities: Administration of CDBG projects for the City of Riverbank in FY 24-25.

15. City of Riverbank – Riverside – High Street Waterline Installation FY 24-25 (CDBG)

Target Area(s): Riverbank

Goals Supported: Improve Infrastructure in Low-Income Neighborhoods

Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG – \$100,000

Description: Project will include the installation of approximately 1,650 linear feet of an 8-inch water line and the reconnection of 35 water services/sewer laterals. The project will include tie-in connections, water valves and hydrant connections. The project is located between Riverside Drive and High Street, from 3017 High Street to 4th Street. This is a multi-year project that will be phased based on funding availability and will include design, engineering, and construction costs.

National Objective: LMA

Matrix Code: 03I

Presumed Benefit: No

Objective: Improve ADA accessibility to our disabled residents in conformance with the City of Riverbank adopted ADA Transition Plan.

Performance Outcomes:

- Number of households with access to infrastructure improvements: 35
- Number of residents impacted by infrastructure improvement: 105

Target Date: 6/30/2030

Estimate the number and type of families that will benefit from the proposed activities: 105 Individuals
35 Households

Location Description: 6707 3rd Street, Riverbank, CA 95367

Planned Activities: Infrastructure Improvements

16. City of Riverbank – 7th Street Waterline Installation FY 24-25 (CDBG)

Target Area(s): Riverbank

Goals Supported: Improve Infrastructure in Low-Income Neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG – \$40,064

Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

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Description: Project will include the installation of approximately 350 linear feet of an 8-inch water line and the connection of water services/sewer laterals. The project is located from Nevada Street to Arizona Street. This is a multi-year project that will be phased based on funding availability and will include design, engineering, and construction costs.

National Objective: LMA

Matrix Code: 03I

Presumed Benefit: No

Objective: Improve ADA accessibility to our disabled residents in conformance with the City of Riverbank adopted ADA Transition Plan.

Performance Outcomes:

- Number of households with access to infrastructure improvements: 20
- Number of residents impacted by infrastructure improvement: 75

Target Date: 6/30/2030

Estimate the number and type of families that will benefit from the proposed activities: 75 Individuals
20 Households

Location Description: 6707 3rd Street, Riverbank, CA 95367

Planned Activities: Infrastructure Improvements

17. City of Waterford – CDBG Project Administration FY 24-25 (CDBG)

Target Area(s): Waterford

Goals Supported: Improve Infrastructure in Low-Income Neighborhoods
Fair Housing and Tenant/Landlord Services
Access To Public Services for Low-Income Households

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Public Services
Homeless Services

Funding: CDBG - \$5,000

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Description:	This expenditure costs associated with management, oversight, and coordination of the related CDBG funded projects.
National Objective:	N/A
Matrix Code:	21A
Target Date:	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities:	N/A
Location Description:	101 E Street, Waterford, CA 95386
Planned Activities:	Administration of CDBG projects for the City of Waterford in FY 24-25.

18. City of Waterford – G Street Pedestrian Improvements Project FY 24-25 (CDBG)

Target Area(s):	Waterford
Goals Supported:	Improve Infrastructure in Low-Income Neighborhoods
Needs Addressed:	Public Infrastructure Improvement
Funding:	CDBG - \$217,545
Description:	The project includes frontage improvements, curb, gutter, and ADA ramps along the east side of G Street, from Bentley to Dorsey. Project costs include design, engineering, and construction.
National Objective:	LMA
Matrix Code:	03I
Presumed Benefit:	No
Objective:	Address the need for infrastructure improvements in the low-income residential area of Waterford.
Performance Outcomes:	<ul style="list-style-type: none"> Number of households with access to infrastructure improvements: 30 Number of residents impacted by infrastructure improvement: 90
Target Date:	6/30/2030
Estimate the number and type of families that will benefit from the proposed activities:	90 Individuals 30 Households

Location Description: 101 E Street, Waterford, CA 95386

Planned Activities: Infrastructure Improvements

19. Court Appointed Special Advocates (CASA) – Direct Services Project FY 24-25 (CDBG-PSG)

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and Unincorporated Stanislaus County

Goals Supported: Access to Public Services for Low-Income Household

Needs Addressed: Public Services

Funding: CDBG - \$35,000

Description: CASA connects youth in foster care with case managers who advocate for them throughout their time in the foster care system. At risk youth in the foster care system are referred to CASA by the Stanislaus County Superior Court to provide advocacy services for children in dependency. The advocate works with everyone involved and makes independent informed recommendations on the child's behalf directly to the judge who makes all orders regarding the case. For many abused children their CASA advocate will be the one constant adult presence in their lives.

National Objective: LMC

Matrix Code: 05D

Presumed Benefit: No

Objective: Provide case management, advocacy, and legal assistance to youth in the foster care system.

Performance Outcomes:

- Number of dependent youths provided coordinated case management: 20

Target Date: 6/30/2025

Estimate the number and type of families that will benefit from the proposed activities: 20 youth individual

Location Description: 915 17th Street, Modesto, CA 95354

Planned Activities: Case Management

20. Center for Human Services – Work and Economic Mobility Project FY 24-25 (CDBG-PSG)

Target Area(s):	Newman, Patterson and surrounding Unincorporated Stanislaus County
Goals Supported:	Access to Public Services for Low-Income Households
Needs Addressed:	Public Services
Funding:	CDBG - \$35,000
Description:	Center for Human Services will provide case management, employment coaching, employment workshops, client support services, interview clothing, hygiene kits, transportation assistance and resource and referral services for individuals in need.
National Objective:	LMC
Matrix Code:	05
Presumed Benefit:	No
Objective:	Provide case management, utility assistance and support services to low-income households.
Performance Outcomes:	<ul style="list-style-type: none"> Number of residents that receive case management and support services: 300
Target Date:	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities:	300 Individuals 100 Households
Location Description:	1317 Grandview Avenue, Ceres, CA 95307
Planned Activities:	Case Management, employment assistance and information and referrals.

21. Children’s Crisis Center – Single Parent Intervention Services @ Guardian House FY 24-25 (CDBG PSG)

Target Area(s):	Oakdale and surrounding Unincorporated Stanislaus County
Goals Supported:	Access to Public Services for Low-Income Households
Needs Addressed:	Public Services

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Funding:	CDBG - \$35,000
Description:	This project will provide emergency childcare, meals, crisis intervention and support services to a disadvantaged population of high-risk infants, toddlers, and school-age children living in Oakdale, Valley Home, Hughson, Empire, Hickman and Waterford. The projects will deliver specialized care to an impoverished population of children growing up within families experiencing abuse, domestic violence, and homelessness. These children will be members of families living in very-low, low- and moderate-income households enduring various social and economic challenges.
National Objective:	LMC
Matrix Code:	05N
Presumed Benefit:	No
Objective:	Provide essential support services to low- and moderate-income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals.
Performance Outcomes:	<ul style="list-style-type: none"> Number of residents that receive case management and support services: 130
Target Date:	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities:	130 Individuals 35 Households
Location Description:	Confidential due to nature of activity
Planned Activities:	Case Management, Emergency Child Care, Shelter, and Supportive Services

22. Children's Crisis Center – Single Parent Intervention Services @ Marsha's House FY 24-25 (CDBG PSG)

Target Area(s):	Ceres, Patterson and surrounding Unincorporated Stanislaus County
Goals Supported:	Access to Public Services for Low-Income Households
Needs Addressed:	Public Services
Funding:	CDBG - \$35,000
Description:	This project will provide shelter, emergency care meals, crisis intervention and homeless supportive services to high-risk infants and toddlers ages birth to three.

years old living in Ceres, Empire, Grayson, Patterson, Salida, Westley and incorporated Modesto. This project will deliver specialized shelter to this population of children growing up with families experiencing poverty, domestic violence, abuse and homelessness.

National Objective: LMC

Matrix Code: 05N

Presumed Benefit: No

Objective: Provide essential support services to low- and moderate-income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals.

Performance Outcomes:

- Number of residents that receive case management and support services: 123

Target Date: 6/30/2025

Estimate the number and type of families that will benefit from the proposed activities: 123 Individuals
43 Households

Location Description: Confidential due to nature of activity

Planned Activities: Case Management, Emergency Child Care, Shelter, and Supportive Services

23. Children’s Crisis Center – Single Parent Intervention Services @ Verda’s House FY 24-25 (CDBG PSG)

Target Area(s): Newman, Patterson and surrounding Unincorporated Stanislaus County

Goals Supported: Access to Public Services for Low-Income Households

Needs Addressed: Public Services

Funding: CDBG - \$35,000

Description: This program will provide shelter, emergency care, meals, crisis intervention and homeless support services to an impoverished population of high-risk infants, toddlers, and school-age children birth to age 17, living in the incorporated areas of Turlock, Newman, Patterson, Hughson, Hickman and Waterford.

National Objective: LMC

Matrix Code: 05N

Attachment: FY 24-25 Annual Action Plan (FY 24-25 AAP Public Hearing)

Annual Action Plan

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Presumed Benefit: No

Objective: Provide essential support services to low- and moderate-income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals.

Performance Outcomes:

- Number of residents that receive case management and support services: 65

Target Date: 6/30/2025

Estimate the number and type of families that will benefit from the proposed activities: 65 Individuals
22 Households

Location Description: Confidential due to nature of activity

Planned Activities: Case Management, Emergency Child Care, Shelter, and Supportive Services

24. The Salvation Army Red Shield – After School Homework Program FY 24-25 (CDBG-PSG)

Target Area(s): Stanislaus Urban County

Goals Supported: Access to Public Services for Low-Income Households

Needs Addressed: Public Services

Funding: CDBG - \$35,000

Description: The Salvation Army Red Shield will conduct a After School Homework program. The program includes the library, computer lab, snacks, and use of the gym. In the program youth can sit and focus on completing homework in a quiet library with noise cancellation equipment (if needed). They receive support from our staff and volunteers according to their grade level. Youth without homework have the option to work on their skills reading, doing grade appropriate worksheets (provided by coordinator) or work in the computer lab on educational games, skills or reading.

National Objective: LMC

Matrix Code: 05D

Presumed Benefit: No

Objective: Provide supportive services to youth at risk in the Stanislaus Urban County area.

Performance Outcomes:

- Number of youth that receive will receive support services: 100

Target Date: 6/30/2025

Estimate the number and type of families that will benefit from the proposed activities: 75

Location Description: 1649 Las Vegas Street, Modesto, CA 95358

Planned Activities: At-Risk Youth Services and Case Management

25. We Care Program – Emergency Shelter Program FY 24-25 (CDBG-PSG)

Target Area(s): Countywide service area

Goals Supported: Access to Public Services for Low-Income Households

Needs Addressed: Public Services

Funding: CDBG - \$35,000

Description: The We Care Program’s Emergency Shelter provides shelter services to individuals. The shelter facility has a maximum of 49 beds available nightly and provides dinner, case management services and drug, alcohol, and mental health services to clients.

National Objective: LMC

Matrix Code: 05

Presumed Benefit: No

Objective: Provide emergency shelter assistance and supportive services.

Performance Outcomes:

- Number of households that receive food assistance: 300

Target Date: 6/30/2025

Estimate the number and type of families that will benefit from the proposed activities: 300 Individuals
300 Households

Location Description: 219 S. Broadway, Turlock, CA 95830

Planned Activities: Emergency Shelter Assistance and Services

26. We Care Program – Substance Abuse Counseling & Treatment Program FY 24-25 (CDBG-PSG)

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Target Area(s):	Countywide service area	
Goals Supported:	Access to Public Services for Low-Income Households	
Needs Addressed:	Public Services	
Funding:	CDBG - \$80,000	
Description:	The We Care Program's Substance Abuse Counseling and Treatment Program is based at the We Care shelter facility. Homeless individuals staying at the shelter and those living on the streets can participate in the drug and alcohol counseling and treatment program. We Care has partnered with the La Familia to provide certified drug and alcohol counseling and treatment services on site.	
National Objective:	LMC	
Matrix Code:	05	
Presumed Benefit:	No	
Objective:	Provide case management, emergency shelter, and support services to homeless individuals.	
Performance Outcomes:	<ul style="list-style-type: none"> Number of residents that receive drug and alcohol counseling services: 50 	
Target Date:	6/30/2025	
Estimate the number and type of families that will benefit from the proposed activities:	50 Individuals	50 Households
Location Description:	219 S. Broadway, Turlock, CA 95830	
Planned Activities:	Drug and Alcohol Counseling and Treatment Services	

27. Stanislaus County – Emergency Solutions Grants (ESG) Program FY 24-25

Target Area(s):	Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and surrounding Unincorporated Stanislaus County
Goals Supported:	Shelter for Homeless Person Rapid Re-Housing for Homeless Persons Homeless Prevention Homeless Services Data Collection

Needs Addressed: Homeless Services

Funding: ESG - \$208,317

Description: The following are the proposed ESG funding recommendations for FY 2024-2025:

- Center for Human Services-Youth Low Barrier Shelter: \$77,854
- Haven - Emergency Shelter: \$26,830
- Turning Point Community Programs- Housing Assessment Team-ESG Rapid Re-Housing Program (Conditional Funding Recommendation)
- Stanislaus County ESG Administration: \$15,623

Target Date: 6/30/2026

Estimate the number and type of families that will benefit from the proposed activities:

An estimated 235 individuals will be sheltered with the assistance of federal ESG funded program funds by Center for Human Services (CHS) and Haven. Homeless Prevention Services and Rapid Re- Housing services will also be provided by Turning Point- Community Programs to 50 individuals/20 households with rental assistance.

Location Description: 1010 10th Street, Suite #3400, Modesto, CA 95354

Planned Activities: Shelter, Homeless Services, Rental Assistance and Case Management

Stanislaus HOME Consortium

1. Stanislaus County – HOME Program Administration FY 24-25 (HOME)

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and surrounding Unincorporated Stanislaus County.

Goals Supported: Administration

Needs Addressed: Affordable Housing

Funding: HOME: \$170,836

Description: Stanislaus County will provide management and administration services to the Stanislaus HOME Consortium member jurisdictions. The funds will cover the costs of salary, publications, public notices, and other eligible costs directly related to the program.

Target Date: 6/30/2025

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Performance Outcomes:	N/A
Location Description:	Stanislaus Planning Area
Planned Activities:	Program Administration

2. Stanislaus County – Community Housing Development Organization (CHDO) FY 24-25 (HOME)

Target Area(s):	Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and surrounding Unincorporated Stanislaus County.
Goals Supported:	Increase and Improve Supply of Affordable Housing
Needs Addressed:	Affordable Housing
Funding:	HOME: \$256,255
Description:	Funding will be made available to eligible CHDOs to acquire and or develop affordable housing. (Housing development activities Regulatory Citation: 92.205)
Target Date:	6/30/2025
Performance Outcomes:	<ul style="list-style-type: none"> Number of households: 1
Location Description:	Stanislaus Planning Area
Planned Activities:	Community Housing Development Organization (CHDO) project.

3. Stanislaus County – Consortium Affordable Housing Program FY 24-25 (HOME)

Target Area(s):	Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and surrounding Unincorporated Stanislaus County.
Goals Supported:	Increase and Improve Supply of Affordable Housing
Needs Addressed:	Affordable Housing
Funding:	HOME: \$640,636.50
Description:	Acquisition, development, and/or rehabilitation of property for the development of affordable rental housing to income eligible clients. Properties may be transferred to non-profit agencies to provide property management services. Project activity may

include the purchase of affordability covenants on existing residential units (Regulatory Citation: 92.205)

Target Date: 6/30/2025

Performance Outcomes:

- Number of households: 5

Location Description: Stanislaus Planning Area

Planned Activities: Acquisition, development and/or rehabilitation of property for the development of affordable housing.

4. Stanislaus County – Housing Rehabilitation Program FY 24-25 (HOME)

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and surrounding Unincorporated Stanislaus County.

Goals Supported: Increase and Improve Supply of Affordable Housing

Needs Addressed: Affordable Housing

Funding: HOME: \$640,636.50

Description: Rehabilitation of both owner and renter occupied units. The Stanislaus HOME Consortium will offer loans and grants to maintain single and multifamily affordable housing stock for low to moderate income households/individuals. The program serves as a way to preserve and maintain affordable through the rehabilitation of existing housing (Regulatory Citation: 92.205) Project costs will include rehabilitation (materials and labor) and project delivery costs.

Target Date: 6/30/2025

Performance Outcomes:

- Number of households: 5

Location Description: Stanislaus Planning Area

Planned Activities: Consortium wide housing rehabilitation for both owner and renter occupied units.

AP-50 GEOGRAPHIC DISTRIBUTION

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:

The Stanislaus Planning Area is comprised of the geographical boundaries of the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and unincorporated Stanislaus County. Assistance will be targeted throughout the Stanislaus Planning Area.

A requirement of the CDBG program is to benefit those members of the population that meet the definition of a Targeted Income. An example of a Targeted Income person is one who earns 80% or less of the Area Medium Income (AMI) for CDBG funds, and 30% or less than the AMI for ESG funds. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geography boundary must be within the Targeted Income Group (TIG).

Approximately 14% of the Stanislaus Urban County's CDBG entitlement allocation is designated under the CDBG "Public Services" program. The CDBG Public Services program provides funds to nonprofit organizations, through a competitive application process, to provide essential public service programs throughout the participating Stanislaus Urban County member jurisdictions.

The remaining funds are distributed among the Stanislaus Urban County members, via a formula that represents poverty and population census data, to address community infrastructure needs. These needs may include, but are not limited to, sewer infrastructure, storm drainage, and sidewalk infill projects. Use of CDBG funds to address infrastructure improvements needs assists in efforts to improve the quality of life by promoting safe and healthy communities.

The eligibility of households for HOME assistance varies with the nature of the funded activity. For rental housing and rental assistance, at least 90 percent of benefiting families must have incomes that are no more than 60 percent of the HUD-adjusted median household income for the area. In rental projects with five or more assisted units, at least 20% of the units must be occupied by families with incomes that do not exceed 50% of the HUD-adjusted median. The incomes of households receiving HUD assistance must not exceed 80 percent of the area median.

Approximately 15% of the Stanislaus HOME Consortium's HOME entitlement allocation is required to be set-aside for eligible Community Housing Development Organization (CHDOs) to fund the acquisition and/or development of affordable housing to be owned or rented by income qualified families. The remaining funds will be allocated among Consortium members, based on a formula that takes into account the amount of HOME funds that a potential single consortium member jurisdiction might contribute to the overall HOME program based on HUDs HOME Consortium Builder Tool.

While funds will be annually allocated to each of the Stanislaus HOME Consortium member jurisdictions, the funds will be programmed by Stanislaus County based on project prioritization and funding availability, with a goal of distributing the funding equitably throughout the Stanislaus

Planning Area throughout the life of the Consortium and not simply on an annual basis. All member jurisdictions will be given the opportunity to propose projects using their HOME allocation, with a requirement that funding for the project(s) must be encumbered for use within six (6) months of the beginning of each fiscal year. Unencumbered funds will be utilized by Stanislaus County, as lead entity, in delivery of eligible housing programs and projects. Programs and projects will be developed through the release of Requests for Proposals (RFP) for housing rehabilitation services, down payment assistant services, and general affordable housing projects for the entire Stanislaus HOME Consortium. Stanislaus County will retain an ongoing list of projects, developed from member jurisdiction proposed projects and an annual RFP (to be released to developers, realtors, and with others interested in participating in affordable housing development) seeking projects ready to be developed. The project list will be prioritized based on community need, project feasibility (i.e., funding, entitlements, design stage, etc.), time frame for full implementation, and geographical distribution of funding. All member jurisdictions will be involved in the review and prioritization of projects.

Rationale for the priorities for allocation investments geographically.

Table 9 - Geographic Distribution

Target Area	Percentage of Funds	
	CDBG	HOME
West Modesto	20	N/A
Ceres	16	11
Hughson	8	12
Newman	9	10
Oakdale	10	10
Patterson	11	10
Riverbank	9	11
Waterford	9	10
Unincorporated Stanislaus County	8	13
Turlock	N/A	13

CDBG funds allocated to the Stanislaus Urban County will be utilized for various programs including infrastructure improvements, public services, and fair housing. Some programs are funded collectively for the benefit of the entire Stanislaus Urban County, such as homeless and public services. Other programs are specific to individual member jurisdictions of the Stanislaus Urban County. Each member jurisdiction of the Stanislaus Urban County identifies the specific needs within its respective communities as a means to determine use of its specific allocation.

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In selecting the infrastructure projects to be funded by CDBG, an assessment of the project areas below moderate-income requirements must be conducted. Project areas with a census tract not showing 51% of the population as being within the below moderate-income requirements are required to undergo a HUD approved Income Survey. For the current infrastructure projects currently proposed to be funded, only the County's West Modesto Sewer Infrastructure Project meets the census threshold not requiring an Income Survey.

The Rouse/Colorado Neighborhood is located approximately 0.6 mile west of Highway 99 and is accessible from Tuolumne Boulevard and Roselawn Avenue. The Rouse/Colorado Neighborhood is located in Census Tract 22, Block Groups 2, 3 and 4. The 2020 Census identified a county-wide median household income of \$63,368 for Stanislaus County. The 2020 Census identified a median household income of \$44,010 for Census Tract 22. Census Tract 22 is designated as a low-income area according to the HUD.

Due to the census tracts not showing that 51% of the population as being within the below moderate-income requirements, each of the Urban County member cities has conducted an Income Survey and analysis of their respective project areas. Surveys have verified that a minimum of the residents living within each of the cities project areas are moderate and below the 80% HUD Area Medium Income (AMI) limit and, as such, are eligible for HUD funding:

Target Area	Census Tracts
Ceres	25.01, block group 1; 25.02, block group 1 and 26.02, block group 1
Hughson	29.01, block group 1
Newman	34, block group 1
Oakdale	1.01, block group 1
Patterson	32.01, block group 1; 32.03, block group 2; 32.04, block group 1 and 32.05, block group 2
Riverbank	30.02, block group 1; 3.01, block group 2; 3.03, block group 1; 3.04, block group 1; and 4.06, block group 2
Waterford	28.01, block group 1

HOME funds are being proposed for the use of property acquisition, development, rehabilitation, and/or homebuyer's assistance. Some programs (owner occupied housing rehabilitation and first-time home buyers) will be funded collectively for the benefit of the entire Stanislaus HOME Consortium. The percentages for the HOME program shown above in Table 9 are based on estimates from the HUD HOME Consortium builder and do not reflect any proposed projects by any of the consortium members.

AP-55 AFFORDABLE HOUSING

Introduction

The tables in this section provide estimates based on the 2020-2025 Consolidated Plan planning process, based on the 2020-2025 Consolidated Plan planning process on the number of homeless, non-homeless, and special needs households to be provided affordable housing during the program year and the number of affordable units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

One Year Goals for the Number of Households to be Supported	
Homeless	4
Non-Homeless	8
Special-Needs	2
Total	14

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	4
Total	14

Discussion

The 2020-2025 Con Plan identifies affordable housing as a Priority Need. In Fiscal Year 2024-2025, the Stanislaus HOME Consortium will use funds available to address a variety of housing needs within the Stanislaus Planning Area. Despite being a Priority Need, the Stanislaus HOME Consortium members' ability to contribute toward the provision and development of affordable housing programs/projects is challenged by limited funding and steadily increasing costs for delivering affordable housing. In recent years the State of California has been expanding the funding available for the planning and development of affordable housing, however, many of the funding sources are competitive and limited in duration. Permanent Local Housing Allocation (PLHA) funding has been allocated to Stanislaus County, based the Stanislaus Urban County's 2017 allocation. The City of Riverbank was not part of the Stanislaus Urban County in 2017 and, as such, will be eligible to seek PLHA funding directly from the State of California. The City of Turlock, as a CDBG Entitlement Jurisdiction, is also allocated PLHA funding directly from the State. Stanislaus County is undertaking Housing Stanislaus, a county-wide initiative to build a shared vision and policy framework for housing in Stanislaus County. The initiative seeks develop a unified and actionable countywide vision and strategy framework – inclusive of

priorities, policies, and investments – for accelerating affordable and market-rate housing in Stanislaus County. All Cooperative members are participants in the Housing Stanislaus efforts.

All members of the Stanislaus Collaborative are currently undergoing updates to their respective General Plan Housing Elements which will identify goals, policies, and programs aimed at meeting the State’s Regional Housing Needs Allocation (RHNA); including the provision of affordable housing. Stanislaus County has undertaken a county-wide initiative, Housing Stanislaus, aimed at building a shared vision and policy framework for housing in Stanislaus County. The initiative has identified barriers (challenges) to housing development and solutions (strategies) for accelerating affordable and market-rate housing in Stanislaus County. All Stanislaus HOME Consortium members are participants in the Housing Stanislaus efforts and the programming of Consortium funding supports the strategies identified by the initiative.

AP-60 PUBLIC HOUSING

Introduction

The Stanislaus HOME Consortium and the Stanislaus Regional Housing Authority (Housing Authority) continue to have a close working relationship and meet on an as-needed basis to discuss concerns relevant to public housing and other housing matters. The Stanislaus HOME Consortium will continue to work with the Housing Authority and other public and private housing and social service agencies to foster public housing improvements and resident initiatives.

Actions planned during the next year to address the needs to public housing:

The Housing Authority’s mission is committed to addressing the unmet housing needs of residents and communities in the county, consistent with Federal, State, and local law. The Housing Authority owns and operates public housing units in addition to operating the Housing Choice Voucher Program.

The Housing Authority operates 647 conventional public housing units throughout Stanislaus County in five Asset Management Properties (AMP). AMP 1 contains a total of 149 units located in Oakdale, Turlock, Ceres, and Hughson. AMP 2 contains a total of 66 units located in Newman, Patterson, and Westley. The remaining 432 units are located in AMPs 3, 4, and 5 in the City of Modesto.

The Housing Authority operates several affordable housing programs in addition to Public Housing, including year-round Farm Labor Housing, Seasonal Migrant Farm Worker Housing, and several smaller affordable housing properties including units funded under the Neighborhood Stabilization Program and the Housing Choice Voucher Program. These affordable housing programs will continue to operate in the 2024-2025 program year.

The Housing Authority continues to work on increasing the stock of affordable housing in Stanislaus County through other available resources, programs, and partnerships as opportunities arise.

Actions to encourage public housing residents to become more involved in management and participate in homeownership:

The Housing Authority previously implemented a services and communication “quality control” system that provides the Housing Authority with immediate customer feedback and identifies areas that may need improvement. The Housing Authority has also implemented a resident education program with regularly scheduled meetings and written communications on agency policy, rules, and leases.

Efforts to improve communications with residents and program participants include: on site resident training/informational meetings, regular newsletters and flyers. The Housing Authority has implemented a “curbside” appearance program. The focus of the program is the exterior of buildings, parking areas, playgrounds and other areas of the complexes. Rodent and insect problems are addressed when residents report a problem and/or on Annual Inspections. In an effort to better educate residents concerning these problems, information is regularly provided through the Housing Authority newsletter. These actions have assisted the Housing Authority in creating an atmosphere which emphasizes customer satisfaction and communication.

Further, the Housing Authority has a Resident Advisory Board (RAB) which represents the residents assisted by the agency. The RAB assists in the development of the Housing Authority’s five-year Plan. Resident involvement will continue to be supported in an effort to enhance the service delivery by taking into account input from those with lived experience.

These actions have assisted the Housing Authority in creating an atmosphere which emphasizes customer satisfaction and communication.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance:

The Housing Authority is not designated as a troubled Housing Authority.

AP-65 HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

The Stanislaus Community System of Care (CSoC), the locally recognized CoC, is comprised of an elected Board and various sub-committees. The CoC Board is comprised of representatives from homeless advocates, community members, and service providers, as well as public and private sector agencies in the County. The CoC meets on a monthly basis to identify gaps and needs in homeless services and to pursue an overall systematic approach to address homelessness. Through regular attendance and participation in the CoC meetings, Stanislaus Cooperative

members consult with the CoC to develop cooperative plans and strategies to leverage resources to provide emergency shelter and rapid re-housing services, and is informed of changes in local goals, objectives and performance measures. The recognition of homelessness as a social and economic issue is uniting service providers, businesses, the public, and private sectors in achieving compliance with the HEARTH Act, adopting best practices to end chronic homelessness, and improving the system to rapidly re-house individuals and families.

The following are a few County-wide efforts that are not directly funded by HUD entitlements funds but contribute to the overall CoC:

Access Center Emergency Shelter (ACES)

The Access Center Emergency Shelter (ACES), a 182 bed, low-barrier shelter focused on providing shelter to the most vulnerable unsheltered population by decreasing common barriers to individuals accepting shelter service, such as, pets, partners, and possessions. ACES opened November 26, 2019 and is being operated by the Salvation Army through an agreement approved by the Board of Supervisors on October 1, 2019. The Community Assessment Response and Engagement (CARE) Multidisciplinary Team is also able to use the location to provide case management and shelter to the most vulnerable unsheltered individuals. The opening of ACES also afforded an opportunity for the most vulnerable unsheltered population to be sheltered and connected with case management services, with a strong emphasis on assisting shelter guests to become document ready for entry into the community's coordinated entry housing continuum. Additionally, Stanislaus County Animal Services Agency partnered with ACES to create a healthy pets program. This program provides pet food, crates, and animal health services to pets residing at ACES.

Empire Cold Weather Family Shelter

The Empire Cold Weather Family Shelter was initiated in November 2018 as a partnership with the Stanislaus Regional Housing Authority. The target population served are families who are currently being case managed in the Community Service Agency's (CSA) Housing Support Program (HSP) unit, have used all available temporary shelter nights, are still engaged in the search for permanent housing and have been unsheltered the longest based on date of referral to the HSP program.

CSA works in partnership with Community Housing and Shelter Services (CHSS) for placement of families at the Empire Cold Weather Family Shelter and has an existing contract with CHSS to administer, arrange and facilitate temporary housing services to CalWORKs and Welfare-to-Work eligible families. CHSS also provides case management services, which include assisting and educating participants on their income, household budgets, and housing options; aiding participants in completion of housing applications and landlord outreach; and providing housing search workshops.

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CSA has staff onsite during standard business hours to work with the families and CHSS staff also is available to assist families on a regular basis. Stanislaus County Affordable Housing Corporation (STANCO) provides on-site property management services including security and routine maintenance of the facility and units.

Family Housing Facility

In coordination with the countywide strategy to address the critical issue of homelessness especially as it impacts families with school aged children, Stanislaus County leases a motel located at 1128 South 9th Street in Modesto. The property has 21 units and a three-room office space. In November 2019, CSA began using this site to operate a year-round family shelter using the successful model implemented at the Empire Cold Weather Family Shelter. The Family Housing Facility operates 24-hours a day; CSA has contracted with STANCO for property management and security services.

Access Center

On February 3, 2020, the Access Center, a “hub location” for multiple homeless programs and the entry way into the shelter system, opened at 912 D Street, Modesto, California. The Access Center serves as a one-stop hub and physical entry point for individuals at-risk of or currently experiencing homelessness to access a wide range of co-located homelessness services including centralized homeless outreach and engagement; housing assessments and navigation; and homelessness support services and referrals. The Access Center also employs a “meet you where you are” strategy that has specialized homeless outreach workers meet individuals on the street and in homeless encampment areas and encourages individuals to connect to services.

The following partners are co-located at the Access Center - Center for Human Services; Community Housing and Shelter Services; Community Impact Central Valley; Disability Resource Agency for Independent Living; Downtown Streets Team Modesto; Golden Valley Health Centers; Salvation Army - Modesto; Stanislaus County (Behavioral Health and Recovery Services and Community Services Agency); Telecare Corporation and Turning Point Community Programs.

Homeless Strategic Plan

In 2021, the Stanislaus Homeless Alliance (SHA) and the Stanislaus Community System of Care (CSOC) collaborated to update the Regional Plan to Address Homelessness in Stanislaus County, originally prepared in January 2019. The updated plan, now referred to as the Homeless Strategic Plan (HSP), adopts a data-informed approach to addressing the needs of people experiencing homelessness by enhancing community decision-making, supporting organizational and provider capacity and improving systems coordination.

A work group formed for the update to the HSP continues to meet quarterly to discuss the goals in the HSP and provide the SHA and CSOC with updates on the progress made towards meeting plan goals.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The Stanislaus Cooperative is a partner and stakeholder in the CoC, regularly attending CoC meetings and actively contributing to creating efficient processes. The CoC has become increasingly efficient in use of funds and allocation of non-financial resources with the implementation of a Coordinated Entry System (CES). A CES Task Force was formed and meets regularly to continually improve the system and ensure it is an effective tool. There are several service providers within the CoC that conduct street outreach throughout the County. Through Behavioral Health and Recovery Services (BHRS) and a collaboration of several other County departments, an Outreach and Engagement Center (OEC) was established in 2018. The OEC coordinates the provision of multiple services throughout the County for those experiencing homelessness. Teams of outreach workers go out five (5) days a week to connect homeless individuals directly with benefits and services to engage those who may otherwise not seek assistance. The OEC also serves as a physical entry point for support through assessments and referrals and is open for walk-in access Monday through Friday.

Addressing the emergency shelter and transitional housing needs of homeless persons.

Shelters in Stanislaus County receive a combination of federal, state, local, private, and foundation funding from a diversified stream of sources including: federal CoC, ESG (state and federal) and CDBG programs, community foundations, and others. In total, there are 12 shelters represented on the 2023 HUD Housing Inventory Count (HIC), including several for specific populations like youth, families, or adults. There is a continued dedication to low-barrier, housing-focused shelters, to move those without a place to live into permanent housing, and clients from the We Care Program, Children's Crisis Center, Community Housing and Shelter Services (CHSS), and Family Promise are able to receive rapid re-housing assistance to become stably housed. Approximately 48% of the Stanislaus Urban County's Fiscal Year 2023-2024 ESG award funded programs provided emergency shelter (both seasonal and year-round).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The CoC continues to hone-in on system processes and address gaps in the service delivery system to ensure that specific vulnerable sub-populations do not fall through the cracks. As the CoC partnerships grow and each entity becomes more understanding of their role as well as the roles of other agencies, the system will yield more effective results for those individuals and families that are experiencing homelessness. The Coordinated Entry System (CES) is an effective tool in minimizing the number of days someone experiences homelessness.

The delivery of wrap-around services is critical to the long-term success of those individuals and families that have experienced homelessness but are now housed. Through the CoC, there are housing supportive services made available, offering financial assistance, security deposits, legal services, credit repair, utility payments, counseling, among others. It is understood by the CoC and its partners that the end goal is not to simply find housing, but to maintain stable housing.

Agencies that are funded through the Stanislaus Urban County's ESG program are required to participate in the planning and ongoing development of the CES. ESG sub-grantees must participate in the client referral system as long as it does not place any additional housing barriers on the client, cause a financial burden on the agency and compromises their other funding sources. Some of the larger agencies within the County that provide resources for homeless individuals and families include: We Care Program-Turlock, Family Promise of Greater Modesto, The Salvation Army, Children's Crisis Center, Naomi's House, and the Modesto Gospel Mission. Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families and unaccompanied youth) make the transition to permanent housing and independent living is an overall goal of the CoC.

The Stanislaus Urban County works with the CoC towards this goal by funding programs with ESG funds that aim to shorten the period of time that individuals and families experiences homelessness, facilitate access for homeless individuals and families to affordable housing units, and prevent individuals and families who were recently homeless from becoming homeless again. The Stanislaus Urban County's homeless strategy also places a high priority on providing rental assistance, housing relocation and stabilization services to persons and households experiencing homelessness. Approximately 40% of the FY 24-25 ESG award will go towards ESG programs that provide rental assistance, utility assistance, payment of rental and utility arrears, or rental or utility deposits in combination with case management which works with clients on an individual basis to sustain permanent housing. The programs utilize housing search and placement services, intensive case management, and rental assistance to remove barriers to permanent housing for homeless persons and persons 30% or under the AMI who are at-risk of losing their housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Plan to address homelessness in Stanislaus County identifies discharge planning as a key part of the strategy in addressing homelessness throughout the County moving forward. Acknowledging that further collaboration among public institutions and other community system of care providers needs to occur so that no individual or family is discharged into homelessness, the CoC continues to work on these issues through awareness campaigns and coordinated efforts to align services and resources among CoC partners.

Local health care facilities have specific protocol in place requiring a safe discharge for all patients. The County's Public Health Agency established a task force to review the current protocol in place and address any gaps in services necessary to ensure successful discharge planning services. Currently in place there are discharge planning social workers on staff at the hospitals who work with service providers to locate appropriate housing that could include HUD McKinney-Vento funded emergency shelters, transitional or permanent housing units and prevent the release of patients to the streets. For adults recently released from custody, the County addresses housing issues through the Day Reporting Center (DRC). The Sheriff's Department conducts Probation Orientation meetings at the DRC in which several programs have participated in the past including Solidarity, Teen Life Challenge, and Modesto Gospel Mission.

As a result of the CoC's coordination with the Probation Department and the Sheriff's Office, a diversion program has been established. The diversion program helps homeless who would otherwise be jailed for minor crimes stay at the Salvation Army shelter facility, where they receive overnight shelter and case management services. The County has transitional living procedures in place for juveniles exiting foster care to address youth in placement where the long-term plan is emancipation. These procedures are required by both the State and Federal governments. The County develops a 90-day transition plan that includes a housing component. A lead officer received a list of those eligible minors from the case officers and works with the case officer, minor, family, and any services providers to develop the plan prior to the minor's last status review (usually at 18 years old). A status review is a court hearing to review the minor's status in placement. The plans are submitted to the court and all involved parties, including the minor.

AP-75 BARRIERS TO AFFORDABLE HOUSING

Introduction

The Stanislaus HOME Consortium will work to provide affordable housing opportunities with a focus on maintaining existing affordable housing opportunities (housing rehabilitation) and the development of new affordable housing units. As market conditions allow, the Stanislaus Cooperative will also work to develop opportunities for first-time homebuyers. One of the main barriers to affordable housing, both rental and homeownership, has been the lack of affordable housing units. In its efforts to expanding the inventory of housing units, the Stanislaus HOME Consortium will utilize its funding in support of the strategies identifies in the county-wide initiative, Housing Stanislaus, undertaken by Stanislaus County with an aim at building a shared vision and policy framework for housing in Stanislaus County: <https://housingstanislaus.org/>.

The Stanislaus County Fiscal Year 2020-2025 Regional Analysis of Impediments (AI) to Fair Housing Choice (prepared in partnership for the Stanislaus Urban County, City of Modesto, City of Turlock, and the Stanislaus Regional Housing Authority) identified key findings contributing to housing barriers, which include, a low supply of affordable housing and limits on new housing development, increasing home values, regulations, steady population growth, and low wages.

The entire AI can be found at: <https://www.stancounty.com/planning/cdbg/plans-and-reports.shtm>.

While many of the barriers to housing development are outside of the Stanislaus HOME Consortium's direct control, the individual member jurisdictions can work together to collectively address the barriers through the development and implementation of their respective Housing Elements, the 6th cycle update is currently underway for all member jurisdictions, which requires all governments to adequately plan to meet the housing needs of everyone in the community. Housing Elements include an assessment of housing needs, identify constraints, provide for a sites inventory, and include a housing plan with goals, objectives, and policies to maintain, preserve, improve, and develop housing.

HOME funds provide a much-needed contribution to the gap in the funding stream needed to undertake meaningful action to address affordable housing.

Collectively the members of the Stanislaus HOME Consortium will leverage available funding for the development of affordable housing projects throughout Stanislaus County and will support efforts to create access to capital needed to increase housing development and improve housing affordability in Stanislaus County.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

Potential constraints to housing development vary by area throughout the Stanislaus Planning Area, but generally include cost of infrastructure, residential development fees, development standards, land use entitlement processing times, and limited funding for affordable housing development. Barriers to housing also include personal barriers such as poor credit history, involvement with the law, limited knowledge about tenants' rights and the complaints process.

Development Process

To expedite project facilitation and provide internal support to project applicants, the Stanislaus Cooperative will continue to undertake efforts to build relationships with the development community to identify the barriers and constraints to the development of affordable housing to identify public/private partnership opportunities for the development of affordable housing. a variety of housing including but not limited to affordable housing.

Fee Structure

Members of the Stanislaus Cooperative will continue to review its fee systems as a means of reducing the cost of housing development. The members recognize that fees can affect the cost of construction of affordable housing in the community.

Development Standards and Processing Times

Members of the Stanislaus Cooperative will continue to review and were reasonable and appropriate, amend their respective development standards and processes in an effort to provide cost and timing savings in the development of residential units while continuing to ensure the public health, safety, and welfare of residents.

The Stanislaus Cooperative will continue to monitor constraints and where possible, undertake efforts that can address these constraints and their effect on the provision of affordable housing.

AP-85 OTHER ACTIONS

Introduction

The Stanislaus Cooperative targets federal funds to residents who have traditionally not been served or are underserved by programs. Project activities funded through the Con Plan are carefully designed to provide appropriate and needed services, particularly to those who may not be eligible for assistance from other sources, or are geographically isolated by lack of transportation, or lack basic amenities, particularly medical care, in their neighborhoods.

Actions planned to address obstacles to meeting underserved needs:

One of the ongoing challenges in meeting the needs of the underserved is the lack of sufficient funding for services provided by local governments, non-profit organizations, and other agencies. Service providers faced with this challenge are expected to provide more and more services with the same, if not smaller, budgets every year. The Stanislaus Cooperative will continue to seek funding opportunities through different sources, encourage projects or programs that leverage funds, and ensure that projects and programs are operated as effectively and efficiently as possible.

The Stanislaus Cooperative members will continue being an involved stakeholder in the CoC and the Stanislaus Homeless Alliance (SHA). These organizations both function to bring stakeholders and residents together to identify needs, service gaps, and potential solutions and partnerships to address housing and homelessness needs within the region.

The Housing Authority supports low- and moderate-income families throughout the region, and also plays a key role in overcoming obstacles in meeting needs. Through working closely with the

Housing Authority, the Stanislaus Cooperative will continue to support the Housing Authority in their efforts to first identify needs and further meet those needs.

Actions planned to foster and maintain affordable housing:

As stated throughout the Con Plan and AAP, affordable housing is considered a high priority. Accordingly, the use of the HOME funding is prioritized for the development and rehabilitation of affordable housing that serves low-income households. Affordable housing strategies include both development of new affordable housing units as well as the preservation/conservation of existing affordable housing units. CDBG funding will be used to develop infrastructure critical to the development of new affordable housing units and maintenance of existing affordable housing units.

The Stanislaus Cooperative rely on private non-profit organizations and for-profit developers to acquire, develop, or rehabilitate affordable units. The Stanislaus Cooperative will continue to work closely with these entities to ensure that each year as many new affordable units are produced, or rehabilitated, as possible.

Actions planned to reduce lead-based paint hazards:

The Housing Authority serves as the lead agency in Stanislaus County the identification, documentation, and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Housing Authority, becomes involved with childhood lead-based poisoning when notification of an elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist to determine, if possible, the source of lead exposure. The Housing Authority, in partnership with the Department of Environmental Resources, conducts the investigation of residences where children with elevated levels of lead reside.

The Stanislaus Cooperative partners with the Childhood Lead Poisoning Prevention Program to distribute information throughout the Stanislaus Planning area. If the source of lead exposure is related to the residential physical environment (e.g., peeling paint that indicates the presence of lead), then HOME funding available for housing rehabilitation programs may be used for eradication.

The Housing Authority actively addresses the issue of lead-based paint hazards by providing notices to landlords and tenants who participate in the Housing Choice Voucher Program, warning them of the hazards of lead-based paint. Individuals participating in CDBG or HOME funded rehabilitation and first-time home buyer assistance programs are provided the notice addressing lead-based paint hazard. Additionally, all units that are rehabilitated with CDBG and HOME funds are subject to lead-based paint compliance requirements.

Actions planned to reduce the number of poverty-level families:

The Stanislaus Cooperative works to reduce poverty through ensuring an adequate, affordable, quality housing supply, improving low-income neighborhoods, strengthening the employment skills of the community and ensuring access to basic needs such as food and shelter. The Stanislaus HOME Consortium is particularly focused on ensuring quality housing options to low-income individuals through the production of new low-income units as well as the rehabilitation of existing low-income units and combating rental discrimination against minorities.

The CoC has developed into a more coordinated organization over the past five years, and the Stanislaus Cooperative will continue to leverage those partnerships and resources to address the issues of poverty.

The Stanislaus County Economic Development Action Committee (EDAC), with membership from all members of the Stanislaus Cooperative, collaboratively develops and updates the Stanislaus County Comprehensive Economic Development Strategy (CEDS) which presents the socio-economic overview of Stanislaus County, along with highlights of the economic development activities and projects that will be undertaken by private and public entities in a mission to create new jobs and provide critical services to the residents of Stanislaus County. The report can be found at: <http://www.stancounty.com/ceo/econ-dev/pdf/ceds.pdf>. The CEDS recognizes impacts housing affordability and availability have on local economic development efforts and the need for a strong local workforce dependent on housing and training.

Equipped with this information, five workgroups, comprised of technical experts, local community members and key stakeholders, came together to move key focus areas from analysis to prototypes and solutions for inclusion in a comprehensive investment document.

The workgroups focused on:

- Entrepreneurship and small business dynamism
- Talent development
- Addressing non-skill barriers to jobs and training
- Bioproducts and the circular economy growth strategy
- Technology and skill adoption in the Ag sector

The comprehensive investment document, the Stanislaus 2030 Investment Blueprint (Investment Blueprint), is based on the understanding of larger market forces and future trends; current and future state of Stanislaus County economy; knowledge of demographic shifts; and authentic community input. Four strategic focus areas were identified: (1) Bioindustrial Manufacturing; (2) Talent Development; (3) Removal of NonSkill Barriers to Jobs & Training; and (4) Entrepreneurship and Small Business Dynamism. A copy of the Investment Blueprint is available in English and

Spanish through the following link: www.stanislaus2030.com/resources.

The Investment Blueprint, accepted by the Board of Supervisors on November 1, 2022, identifies strategic focus areas with initial investment strategies and tactics; funding and policy aligned with each of the strategies and performance that is reported regularly to partners and the public.

Actions planned to develop institutional structure:

The Stanislaus Urban County publishes an annual Notice of Funding Availability (NOFA) of Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) funds. The NOFA includes an announcement of a Grant Technical Workshop and timeline for the upcoming grant cycle. The NOFA is published in the local newspaper, The Modesto Bee, in English and Spanish. An e-mail is sent out to all past and current grantees and applicants that have applied in the last five (5) years. The Stanislaus Urban County also announces the NOFA at the CoC meeting, distributes a reminder, and e-mails the CoC agencies a NOFA announcement.

The Stanislaus Urban County holds a Grant Technical Workshop to release the upcoming grant application and explain the grant requirements. County staff is available via phone, in person, and by e-mail to answer questions and provide technical assistance throughout the application process.

The Stanislaus Urban County also requires those receiving grants (sub-grantees) to attend a Grantee Technical Workshop prior to receiving their agreements. Attendance of this workshop and a fully executed agreement is required prior to any reimbursements. At the technical workshop, the policies, procedures, program regulations, requirements and obligations of the grant are explained. All sub-grantees receive the electronic copies of the documents covered in the Grantee Technical Workshop.

Actions planned to enhance coordination between public and private housing and social service agencies:

Stanislaus County, as administrator of the Stanislaus Urban County and the Stanislaus HOME Consortium, coordinates and consults with services and housing providers, local, state and federal government entities, non-profit and for-profit organizations and business, professional organizations, interest groups, and other parties interested in the implementation of federal programs.

Specifically, they are: Stanislaus Regional Housing Authority, Stanislaus County Health Services Agency, Stanislaus County Community Services Agency, Stanislaus County Behavioral Health and Recovery Services; California Department of Housing and Community Development; U.S. Department of Agriculture/Rural Development, U.S. Economic Development Administration, U.S. Department of Housing and Urban Development (HUD); California Coalition for Affordable Housing; Habitat for Humanity, Stanislaus County Affordable Housing Corporation (STANCO), California Rural Legal Assistance (CRLA), Great Valley Housing Corporation, Visionary Home

Builders and Self-Help Enterprises. This will assure that the activities outlined in the AAP are given the fullest attention for design and implementation or construction.

Stanislaus County will continue to participate in regularly scheduled meetings with the cities of Modesto and Turlock to coordinate any CDBG, HOME and ESG funded activity that may be of benefit to each of the separate entitlement communities within Stanislaus County. Further, monthly meetings are held between the participating members of the Stanislaus Cooperative. This ensures that the activities outlined in the AAP are given the fullest attention for design and implementation or construction.

The Stanislaus Cooperative member jurisdictions will maintain active involvement in the CoC, a multi-agency collaborative which focuses on the community's housing and social service needs, to continue outreach and information sharing with other Stanislaus County agencies serving similar clientele.

AP-90 PROGRAM SPECIFIC REQUIREMENTS

Introduction

There are three specific goals of the CDBG program:

1. Provide decent housing.
2. Provide a suitable living environment.
3. Expand economic opportunities.

This AAP has been developed to assist in achieving these three goals. The overriding consideration required of the CDBG program is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the AMI for CDBG funds. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group (TIG).

As identified in the 2020-2025 Consolidated Plan, priority will be given to projects in the following areas: public infrastructure and facility improvement, affordable housing, community and economic development, Public Services, homeless services, and community emergency responses.

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Fiscal Year 2024-2025

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1.	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$1,200
2.	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$ 0
3.	The amount of surplus funds from urban renewal settlements	\$ 0
4.	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$ 0
5.	The amount of income from float-funded activities	\$ 0
Total Program Income:		\$1,200

Other CDBG Requirements

1.	The amount of urgent need activities	0
2.	The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

Emergency Solutions Grant (ESG)

Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The Stanislaus Urban County adopted performance standards in line with HUD and HCD guidelines and in coordination with the CoC. These standards include: rapid re-housing clients into permanent housing within 30 days after determination of eligibility; retaining this housing for at least six months; attaining or maintaining income while in permanent housing. Agencies are required to do housing stability planning with their clients and are strongly encouraged to use a progressive engagement with clients to determine their financial need and receive just enough assistance to maintain housing. The annual NOFA included a new requirement that all ESG awarded agencies must have their policies and procedures approved prior to being awarded funding to help ensure the programs operate within the HUD standards for the ESG program. If an awarded is found to be out of compliance or can not adhere to HUD

standards the County will take steps to recapture funds and redistribute funding to the next agency according to their ranking score resulting from the annual NOFA.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Stanislaus Urban County continues to work with the local Continuum of Care (CoC) to further develop the Coordinated Entry System and include a larger scale of community participation. The CoC has established a working committee to implement this system to ensure compliance with the HEARTH Act. The recently updated (January 2020) Coordinated Entry System Policies and Procedures Manual can be found at: <https://csocstan.com/coordinated-entry-system-ces-policies-and-procedures-manual/>

3. Identify the process for making sub-awards and describe how the ESG allocation was made available to private nonprofit organizations (including community and faith-based organizations).

For Fiscal Year 2024-2025, ESG funds were allocated based on a competitive grant cycle to which public service providers could apply for ESG funds. Applicants were restricted to submitting one (1) application per agency for ESG funds. All applicants were required to attend a Grant Technical Workshop prior to submission of an application. A panel made up of representation from the Stanislaus Urban County, the County's Chief Executive Office and the local Continuum of Care (CoC) reviewed each written application submission and oral presentation and scored them individually.

The following is the scoring criteria that is utilized by the Grant Review Panel for CDBG Public Services Grant and Emergency Solutions Grants (ESG) Program grant applications:

Capacity & Experience

- Agency & Staff Experience with Grant Administration
- Program Sustainability Outlook
- Funding prioritization will be provided to agencies with successful experience in administering HUD funding.

Addressing the Need/Extent of the Problem

- Prevention Focus
- Consistent with Adopted Consolidated Plan Consistent/Priority Need
- Identifying and Addressing a Community Need
- Funding prioritization will factor in equitable distribution throughout the Stanislaus Urban County
- Use of health index tool or similar tool

Collaboration

- Does the Proposed Program Include Cross Sector Engagements?

Annual Action Plan

Fiscal Year 2024-2025

- Are there Partnerships and Collaborations?
- Outreach and Referrals

Accomplishments & Program Evaluation

- Are Accomplishments Measurable?
- Standardized Methods and Tools to Evaluate Progress
- Are Goals Verifiable and Attainable?
- Will Program be Impactful and Effective?
- Use of Racial Equity Assessment

Financials

- Clear and Efficient Budget
- Leveraging Sources

Performance & Risk Assessment

- Implementation- Soundness of Approach
- Monitoring Results and Timeliness

Program Innovation

Grant Submittal

- Is the Application Clear?
- Presentation Value

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The Stanislaus Urban County consults with the local Continuum of Care which has formerly homeless individuals as members. Sub-grantees who administer the shelters and the rapid re-housing programs have formerly homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

Under the Emergency Solutions Grants (ESG) Program, Stanislaus County staff reviews quarterly ESG statistical tables, narratives, Request for Funds forms and budget printouts, which identify the total funds uses/requested by each grantee during that reporting period. Stanislaus County staff verifies match funding (i.e. - local unrestricted donations). In this manner, the subrecipient in turn ensures that dollar to dollar matching requirements are satisfied by paying the remainder of the expenses from non-ESG sources.

HOME Investment Partnerships Program (HOME)*Reference 24 CFR 91.220(l)(2)*

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The Stanislaus HOME Consortium will permit HOME funds to be invested as loans, grants, deferred payment loans, and other types of investment as permitted by the regulations described in 92.205(b). Other forms of investment will not be permitted without the prior approval of HUD.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The HOME statute states that resale provisions must limit subsequent purchase of the property to income-eligible families, provide the owner with a fair return on investment, including any improvements, and ensure that the housing will remain affordable to a reasonable range of low- income homebuyers. The HOME statute also specifies that recapture provisions must recapture the HOME investment from available net proceeds in order to assist other HOME-eligible families. Under the recapture provision, the property may be sold without income-eligibility restrictions. The Stanislaus HOME Consortium has elected to establish a recapture provision as part of its program.

In cases where the net proceeds available at the time of sale are insufficient to recapture the entire direct HOME subsidy provided to the homebuyer, the Stanislaus HOME Consortium is not required to repay the difference between the total direct HOME subsidy and the amount recaptured from available net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. In applying the option of the recapture provision, the following formulas will be used:

HOME investment / (HOME investment + Homeowner investment) X Net proceeds = HOME amount to be repaid

Homeowner investment / (HOME investment + Homeowner investment) X Net proceeds = Amount to Homeowner

Affordable Homeownership Limits

HUD provides that the HOME affordable homeownership limits (initial purchase price or after-rehabilitation value) of homeownership units assisted with HOME funds not to exceed 95 percent of the area median purchase price for single family housing. Under the Code of Federal Regulations at title 24, part 92, section 254, paragraph (a)(2)(iii), HUD allows jurisdictions to prepare a market analysis to determine this limit following HUD guidance.

The 95 percent of median area purchase price must be established in accordance with a market analysis that ensured that a sufficient number of recent housing sales are included in the survey. Sales must cover the requisite number of months based on volume. The address of the listed properties must include the location within the consortia's jurisdiction. The housing sales data must reflect all, or nearly all, of the one-family house sales in the entire consortia jurisdiction. After identifying the median sales price per HUD's guidance, the amount should be multiplied by 0.95 to determine the 95 percent of the median area purchase price. Final limits are rounded to the nearest thousand. The Stanislaus HOME Consortium will use the highest limit as determined by HUD or the HUD approved market analysis.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

In the case of affordability, the HOME Consortium will recapture the entire amount of the direct HOME subsidy provided to the homebuyer before the homebuyer receives a return. The HOME Consortium's recapture amount will be limited to the net proceeds available from the sale. While the home may be sold without restriction on the new buyers' income, the recaptured funds will be used to assist other income eligible homebuyers.

Recapture provision will be ensured through the use of real estate lien notes and/or restrictive covenants outlining the Stanislaus HOME Consortium's recapture provisions. Homeownership projects undertaken using the resale provision shall use deed restrictions, covenants running with the land, or other similar mechanisms per 92.254(a)(5)(i)(A) to ensure the resale requirements are met. The period of affordability specified in the mortgage will be the minimum period for the recapture scenario as specified above. The period of affordability will be based on the total amount of direct HOME funds invested in the housing project.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Stanislaus HOME Consortium does not intend to refinance any kind of existing debt with HOME funds.

Community Development Block Grant (CDBG) Public Services Grants (PSG)
 FY 2024-2025 Scoring and Anticipated Funding Recommendations* - Subject to Final County and HUD Approval

RANKING NO.	APPLICANT AGENCY	PROGRAM NAME	GRANT PROGRAM	SCORE	REQUESTED	ESTIMATED AWARD
1	We Care Program - Turlock	We Care Substance Abuse Counseling/Treatment Program	PSG-Focus	163.70	\$ 80,000.00	\$ 80,000.00
2	CASA of Stanislaus County	Direct Services Project	CDBG-PSG	137.10	\$ 35,000.00	\$ 35,000.00
3	Children's Crisis Center	TURLOCK Children's Shelter & Trauma Recovery Center	CDBG-PSG	135.80	\$ 35,000.00	\$ 35,000.00
4	Children's Crisis Center	OAKDALE Children's Shelter & Trauma Recovery Center	CDBG-PSG	135.10	\$ 35,000.00	\$ 35,000.00
5	Children's Crisis Center	CERES Children's Shelter & Trauma Recovery Center	CDBG-PSG	133.90	\$ 35,000.00	\$ 35,000.00
6	We Care Program - Turlock	Emergency Shelter	CDBG-PSG	132.40	\$ 35,000.00	\$ 35,000.00
7	Center for Human Services	Work and Economic Mobility Project	CDBG-PSG	132.00	\$ 35,000.00	\$ 35,000.00
8	The Salvation Army	Modesto Red Shield - After School Homework Program	CDBG-PSG	131.70	\$ 35,000.00	\$ 35,000.00
9	The Salvation Army	Modesto Red Shield - Teen Program	CDBG-PSG	129.90	\$ 35,000.00	\$ -
10	HAVEN	Emergency Shelter	CDBG-PSG	129.50	\$ 25,000.00	\$ -
11	The Salvation Army	Modesto Red Shield - At Risk Seniors Program	CDBG-PSG	128.80	\$ 35,000.00	\$ -
12	United Samaritans Foundation	Daily Bread Mobile Lunch - Ceres/Keyes	CDBG-PSG	124.90	\$ 35,000.00	\$ -
13	Cambridge Academies	Naomi's House Emergency Shelter	CDBG-PSG	123.10	\$ 25,000.00	\$ -
14	United Samaritans Foundation	Daily Bread Mobile Lunch - Hughson	CDBG-PSG	122.20	\$ 35,000.00	\$ -
15	United Samaritans Foundation	Daily Bread Mobile Lunch - Westside	CDBG-PSG	119.90	\$ 35,000.00	\$ -
16	Cambridge Academies	HOST House Emergency Shelter	CDBG-PSG	118.70	\$ 25,000.00	\$ -
Total CDBG-PSG and CDBG-Focus Amount Requested					\$ 575,000.00	
Estimated Amount Available @ Public Service Cap					\$ 326,904.00	\$ 325,000.00

* The We Care PSG-Focus grant application and grant applications #1-7 in bold are being recommended for funding
 All funding recommendations will be proportionally increased or decreased from the estimated funding levels to match final HUD allocation amounts.

EMERGENCY SOLUTIONS GRANTS PROGRAM-FEDERAL (HUD)
 FY 2024-2025 Scoring and Anticipated Funding Recommendations* - Subject to Final County and HUD Approval

Ranking No.	Applicant Agency	Program Name	Grant Program	Score	Amount Requested	Estimated Award	Shelter	Rapid Re-Housing	HMIS	Administration
N/A	County Planning & Community Development Dept.	Administration	ESG	N/A	N/A	\$ 15,623.00	\$ -	\$ -	\$ -	\$ 15,623.00
1	Center for Human Services	Low Barrier Youth Shelter (ESG)	ESG	137.70	\$ 73,170.00	\$ 77,853.60	\$ 73,170.00	\$ -	\$ 4,683.60	\$ -
2	Turning Point Community Programs	Housing Assessment Team - ESG Rapid Rehousing Program	ESG	137.00	\$ 80,000.00	\$ 88,010.40	\$ -	\$ 83,326.80	\$ 4,683.60	\$ -
3	HAVEN	Emergency Shelter (ESG)	ESG	133.50	\$ 136,065.00	\$ 26,830.00	\$ 26,830.00	\$ -	\$ -	\$ -
4	We Care Program-Turlock	Turlock Emergency Shelter (ESG)	ESG	132.60	\$ 120,000.00		\$ -	\$ -	\$ -	\$ -
5	Cambridge Academies	HOST House Emergency Shelter (ESG)	ESG	125.80	\$ 55,000.00		\$ -	\$ -	\$ -	\$ -
6	Cambridge Academies	Naomi's House Emergency Shelter (ESG)	ESG	125.20	\$ 65,000.00		\$ -	\$ -	\$ -	\$ -
					\$ 529,235.00	\$ 208,317.00	\$ 100,000.00	\$ 83,326.80	\$ 9,367.20	\$ 15,623.00

Breakdown

*Grant applications in bold are being recommended for funding -pending HUD approval of the ESG Policies & Procedures per County NOFA.
 All funding recommendations will be proportionally increased or decreased from the estimated funding levels to match final HUD allocation amounts.

FY 24-25 Estimated Funding Amount \$208,317 (based on FY 23-24)		Allowed Amounts	Awarded Amounts
ESG Program Limits			
60% maximum	Eligible Activities	\$ 124,990.20	\$ 100,000.00
40% minimum	Shelter	\$ 83,326.80	\$ 83,326.80
7.5% maximum	Rapid Re-Housing (no cap)	\$ 15,623.00	\$ 9,367.20
7.5% maximum	Homeless Management Information System (HMIS)	\$ 15,623.00	\$ 15,623.00
	Administration	\$ -	\$ -
			\$ 208,317.00

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30323
 Application Title: United Samaritans Foundation - Daily Bread Mobile Lunch
 Application Address: 220 S Broadway Turlock CA 95380
 Application APN: 043-049-064

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Property Owner	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

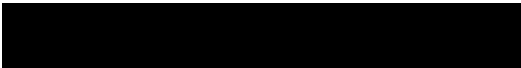
Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

1/17/2023
Date



United Samaritans Foundation
Print Firm Name if applicable

Linda Murphy Julien
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30325
Application Title: HAVEN - Emergency Shelter
Application Address: 616 13 Street, Modesto
Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Property Owner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

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Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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01/25/2024

Date

Signature of Applicant

May Rico

Print Firm Name if applicable

Healthy Alternatives to Violent Environments

Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30327
 Application Title: United Samaritans Foundation - Daily Bread Mobile Lunch
 Application Address: 220 S Broadway Turlock CA 95380
 Application APN: 043-049-064

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Property Owner	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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1/17/2023
Date

 _____

United Samaritans Foundation
Print Firm Name if applicable

Linda Murphy Julien
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30329
 Application Title: United Samaritans Foundation - Daily Bread Mobile Lunch
 Application Address: 220 S Broadway Turlock CA 95380
 Application APN: 043-049-064

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Property Owner	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

1/17/2023
Date


Signature of Applicant

United Samaritans Foundation
Print Firm Name if applicable

Linda Murphy Julien
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30336
Application Title: Public Service Grant CDBG Senior Program
Application Address: 1649 Las Vegas Street Modesto CA 95358
Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor:
The Applicant Yes No
The Property Owner Yes No
The Subcontractor Yes No
The Applicant's Agent/ Lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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April 24, 2024
Date _____ 

The Salvation Army, a California corporation
Print Firm Name if applicable _____
Maria Arellano
Print Name of Applicant _____

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: _____
Application Title: CDBG Public Services Application for FY 2024/2025
Application Address: _____
Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor:
The Applicant Yes No
The Property Owner Yes No
The Subcontractor Yes No
The Applicant's Agent/ Lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

1/30/2024
Date


Signature of Applicant

CASA of Stanislaus County
Print Firm Name if applicable

Kelli Bravo
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: N/A
Application Title: Work and Economics Mobility Project
Application Address: 2000 W. Briggsmore Ave., Suite I
Application APN: N/A

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Property Owner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use

April 23, 2024

Date

Signature of Applicant

Center for Human Services

Print Firm Name if applicable

Lori Schumacher

Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30340
Application Title: CDBG- PSG- Fair Housing
Application Address: 1490 El Camino Real, Santa Clara, CA 95050
Application APN: N/A

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant Yes No
The Property Owner Yes No
The Subcontractor Yes No
The Applicant's Agent/ Lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: N/A
Name of Contributor: N/A
Date(s) of Contribution(s): N/A
Amount(s): N/A

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

4-23-2024
Date


Signature of Applicant

Print Firm Name if applicable

Carole Conn, ED Project Sentinel
Print Name of Applicant

**COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT**

Application Number: 30341
 Application Title: Public Service Grant CDBG Teen Program
 Application Address: 1649 Las Vegas Street Modesto CA 95358
 Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Property Owner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the re...

April 24, 2024
 Date

 Signature of Applicant

The Salvation Army, a California corporation
 Print Firm Name if applicable

Maria Arellano
 Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30345
 Application Title: Cambridge Academies - HOST House
 Application Address: 1301 K St Ste B, Modesto, CA 95354
 Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Property Owner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

1/30/24
Date


Signature of Applicant

Cambridge Academies
Print Firm Name if applicable

Dr. Geni Boyer
Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30346
 Application Title: Cambridge Academies - Naomi's House
 Application Address: 1301 K St Ste B, Modesto, CA 95354
 Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
 Contributor or Contributor Firm's Name: _____
 Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Property Owner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____
 Name of Contributor: _____
 Date(s) of Contribution(s): _____
 Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

1/30/24
 Date

Cambridge Academies
 Print Firm Name if applicable



Signature of Applicant

Dr. Geni Boyer
 Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30348
Application Title: Oakdale Children's Shelter & Trauma Recovery Center
Application Address: 246 West F Street, Oakdale, CA
Application APN: 130-010-050-000

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Property Owner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

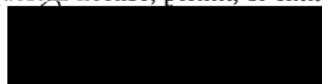
By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

04/23/2024

Date

Children's Crisis Center of Stanislaus County, Inc.

Print Firm Name if applicable



Signature of Applicant

Colleen Garcia

Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30349
 Application Title: CERES Children's Shelter & Trauma Recover Center
 Application Address: 2321 E. Whitmore Ave, Ceres, CA 95307
 Application APN: 127-010-008-000

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Property Owner	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after _____ within 12 months following the approval, renewal, or extension of the request.

01/30/2024

_____ Date

Children's Crisis Center

Print Firm Name if applicable

 Signature of Applicant

Colleen Garcia

Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: #30351
 Application Title: We Care Program-Substance Abuse/Treatment Counseling Program
 Application Address: 221 S. Broadway, Turlock, CA 95380
 Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Property Owner	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

1/27/24
Date


Signature of Applicant

We Care Program-Turlock
Print Firm Name if applicable

Maris Sturievant
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30352
Application Title: CDBG Public Services
Application Address: 1649 Las Vegas Street Modesto CA 95358
Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Property Owner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

4/23/2024
Date



The Salvation Army Modesto Red Shield
Print Firm Name if applicable

Maria Arellano
Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30353
Application Title: TURLOCK Children's Shelter & Trauma Recovery Center
Application Address: 715 East Main Street, Turlock CA 95380
Application APN: 061-031-051

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Property Owner	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the request.

01/30/2024

Date

Children's Crisis Center

Print Firm Name if applicable

Signature of Applicant

Colleen Garcia

Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: #30354
Application Title: We Care Program - Emergency Shelter
Application Address: 219 S. Broadway, Turlock, CA
Application APN:

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes [] No [x]

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name:

Contributor or Contributor Firm's Name:

Contributor or Contributor Firm's Address:

Is the Contributor:

The Applicant Yes [] No []
The Property Owner Yes [] No []
The Subcontractor Yes [] No []
The Applicant's Agent/ Lobbyist Yes [] No []

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member:

Name of Contributor:

Date(s) of Contribution(s):

Amount(s):

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

1/27/24
Date

[Redacted Signature]

We Care Program-Turlock
Print Firm Name if applicable

Maris Sturtevant
Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30322
Application Title: CHS - Low Barrier Youth Shelter
Application Address: 2000 W. Briggsmore Ave. Ste. I Modesto, CA 95350
Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: Cindy Duenas

Contributor or Contributor Firm's Name: Center for Human Services (CHS)

Contributor or Contributor Firm's Address: 2000 W. Briggsmore Avenue Modesto Ca 95350

Is the Contributor:

The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Property Owner	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

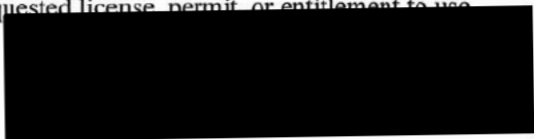
Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use

01/22/2024
Date



Center for Human Services (CHS)
Print Firm Name if applicable

Cindy Duenas
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30326
Application Title: Federal ESG
Application Address: 618 13th St, Modesto CA 95354
Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Property Owner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

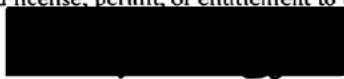
Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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4.23.2024
Date


Signature of Applicant

N/A
Print Firm Name if applicable

MAY RICO
Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30328
Application Title: We Care Program - Turlock Emergency Shelter
Application Address: 221 S. Broadway, Turlock CA 95380
Application APN: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Property Owner	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The Applicant's Agent/ Lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

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Name of Member: _____

Name of Contributor: _____

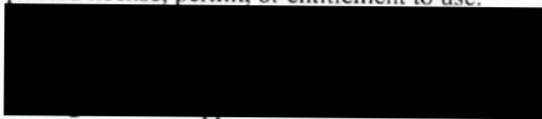
Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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1/27/24
Date



We Care Program-Turlock
Print Firm Name if applicable

Maris Sturtevant
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30344
Application Title: Housing Assessment Team - ESG Funded Rapid Rehousing Program (2)
Application Address: 912 D Street, Modesto, CA 95354
Application APN:

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant Yes No
The Property Owner Yes No
The Subcontractor Yes No
The Applicant's Agent/ Lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

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Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

Date 4/23/24

Signature of Applicant

Turning Point Community Programs
Print Firm Name if applicable

Diana White, COO
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30346
Application Title: Cambridge Academies - Naomi's House
Application Address: 1301 K St Ste B, Modesto, CA 95354
Application APN:

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes [] No [x]

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name:

Contributor or Contributor Firm's Name:

Contributor or Contributor Firm's Address:

Is the Contributor:

The Applicant Yes [] No []
The Property Owner Yes [] No []
The Subcontractor Yes [] No []
The Applicant's Agent/ Lobbyist Yes [] No []

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

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Name of Member:

Name of Contributor:

Date(s) of Contribution(s):

Amount(s):

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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1/30/24

Date

Cambridge Academies
Print Firm Name if applicable



Dr. Geni Boyer
Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: 30347
Application Title: Cambridge Academies - HOST House
Application Address: 1301 K St Ste B, Modesto, CA 95354
Application APN:

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, on or after January 1, 2023, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes [] No [x]

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name:
Contributor or Contributor Firm's Name:
Contributor or Contributor Firm's Address:

Is the Contributor:
The Applicant Yes [] No []
The Property Owner Yes [] No []
The Subcontractor Yes [] No []
The Applicant's Agent/ Lobbyist Yes [] No []

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Name of Member:
Name of Contributor:
Date(s) of Contribution(s):
Amount(s):

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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1/30/24
Date

Cambridge Academies
Print Firm Name if applicable

[Redacted Signature]

Signature of Applicant
Dr. Geni Boyer
Print Name of Applicant

Attachment: Levine Act Disclosure Forms (FY 24-25 AAP Public Hearing)

04/25/2024

To: Stanislaus County Board of Supervisors,

Subject: Notification of PFOA/PFOS Q1-2024

The purpose of this letter is to inform you of the presence of perfluorooctanesulfonic acid (PFOS) and/or perfluorooctanoic acid (PFOA) in the groundwater served to our customers. PFOA and PFOS are man made fluorinated chemicals and belong to a group of emerging chemicals of substantial concern. PFOA and PFOS are broadly referred to as per- and polyfluoroalkyl substances (PFASs). Following mandatory monitoring required by the State Water Resources Control Board, Division of Drinking Water (DDW), it was determined that the NOTIFICATION level for PFOS and/or PFOA has been exceeded. As of August 22, 2019, the NOTIFICATION level for PFOS is 6.5 parts per trillion and 5.1 parts per trillion for PFOA. In contrast, the RESPONSE level for combined PFOA and PFOS contaminants is 70 parts per trillion.

Pursuant to Health and safety Code Section 116455, the water system is required to inform its own governing body and the governing body of any local agency whose jurisdiction includes the areas supplied with drinking water by the Riverdale Park Tract Community Service District of concentrations exceeding the NOTIFICATION levels. NOTIFICATION levels are health-based advisory levels established by the DDW for non-regulated potentially hazardous chemicals in drinking water that lack maximum contaminant levels.

When a potentially hazardous chemical is present in drinking water and provided to consumers at concentrations considerably greater than their NOTIFICATION level, i.e. - the RESPONSE level, DDW recommends the drinking water system take the affected water source immediately out of service. Presently, the Riverdale Park Tract Community Service District water system continues to monitor its source and has determined that neither PFOS nor PFOA have exceeded their RESPONSE levels at this time. Additional information will be provided to our customers in the Riverdale Park Tract Community Service District water system Consumer Confidence Report that is published annually on or before July 1, 2020.

“Based on the current evaluation of recent human and animal toxicity data, exposure to PFOS and PFOA in tap water over certain levels may result in adverse health effects including hepatotoxicity, immunotoxicity, thyroid toxicity, reproductive toxicity, and cancer (pancreatic and liver).

If you have questions, please call Sam Hedge, Riverdale Park Tract Community Service District Water Operator, 209-406-6069.

The following is a summary of PFOS/PFOA levels associated with water delivered to patrons of this water system. The highlighted results in the following table indicate PFOS/PFOA levels in exceedance of their established notification level(s):

Well 003 West (5000019-003) – ACTIVE

DATE SAMPLED	RESULTS (PARTS PER TRILLION)	
	PFOS	PFOA
03-25-2024	3.8	5.5

Communication: This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water

Production of polyfluoroalkyl substances (PFASs) in the United States began post WWII. These man made substances were specifically synthesized for their water and lipid resistance, which proved beneficial in their various commercial and industrial applications. They have been used extensively in consumer products such as carpets, clothing, furniture fabric, paper food packaging, and cookware designed to be waterproof, stain resistant, and/or 'non-stick.' Additionally, PFASs can be components in fire retardant foam and various industrial processes.

Respectfully,

Riverdale Park Tract Community Service District

Board of Directors

Communication: This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water



BABCOCK Laboratories, Inc.
The Standard of Excellence for Over 100 Years

Client Name: Alpha Analytical Laboratories Inc. - Livermore
Contact: David Pingatore
Address: 262 Rickenbacker Circle
Livermore, CA 94551

Analytical Report: Page 2 of 15

Project Number: 24C3683

Project Name: AAL - 533 PFAS - Riverdale Park CSD

Work Order Number: C4C3247

Report Date: 24-Apr-2024

Received on Ice (Y/N): Yes Temp: 1°C

	Result	RDL	MDL	Units	Method	Analysis Date	Analyst	Flag
C4C3247-01	Sampled: 03/25/24 11:45							
24C3683-01 Well003_003								
Perfluorobutanoic acid (PFBA)	2.7	1.8	0.56	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluoropentanoic acid (PFPeA)	3.1	1.8	0.39	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluorohexanoic Acid (PFHxA)	3.5	1.8	0.60	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluoroheptanoic Acid (PFHpA)	1.6	1.8	0.48	ng/L	EPA 533	04/17/24 20:00	AZP	J
Perfluorooctanoic Acid (PFOA)	5.5	1.8	0.42	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluorononanoic Acid (PFNA)	ND	1.8	0.49	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluorodecanoic Acid (PFDA)	ND	1.8	0.35	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluoroundecanoic Acid (PFUnA)	ND	1.8	0.25	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluorododecanoic Acid (PFDoDA)	ND	1.8	0.23	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluorobutanesulfonic Acid (PFBS)	3.8	1.8	0.38	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluoropentanesulfonate (PFPeS)	ND	1.8	0.50	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluorohexanesulfonic Acid (PFHxS)	4.1	1.8	0.57	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluoroheptanesulfonic acid (PFHpS)	ND	1.8	0.34	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluorooctanesulfonic Acid (PFOS)	3.8	1.8	0.73	ng/L	EPA 533	04/17/24 20:00	AZP	
4:2 Fluorotelomer Sulfonate	ND	1.8	0.47	ng/L	EPA 533	04/17/24 20:00	AZP	
6:2 Fluorotelomer Sulfonate	ND	4.4	0.66	ng/L	EPA 533	04/17/24 20:00	AZP	
8:2 Fluorotelomer Sulfonate	ND	4.4	0.44	ng/L	EPA 533	04/17/24 20:00	AZP	
Hexafluoropropylene oxide dimer acid (HFPO-DA)	ND	1.8	0.67	ng/L	EPA 533	04/17/24 20:00	AZP	
4,8-dioxa-3H-perfluorononanoic Acid (ADONA)	ND	1.8	0.46	ng/L	EPA 533	04/17/24 20:00	AZP	
9-chlorohexadecafluoro-3-oxanone-1-sulfonic Acid	ND	1.8	0.37	ng/L	EPA 533	04/17/24 20:00	AZP	
11-chloroeicosafuoro	ND	1.8	0.35	ng/L	EPA 533	04/17/24 20:00	AZP	
3oxaundecane-1-sulfonic Acid	ND	1.8	0.29	ng/L	EPA 533	04/17/24 20:00	AZP	
Nonafluoro-3,6-dioxaheptanoic acid (NFDHA)	ND	1.8	0.24	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluoro-4-methoxybutanoic acid (PFMBA)	ND	1.8	0.47	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluoro-3-methoxypropanoic acid (PFMPA)	ND	1.8	0.42	ng/L	EPA 533	04/17/24 20:00	AZP	
Perfluoro(2-ethoxyethane)sulfonic acid (PFEEESA)	ND	1.8	0.42	ng/L	EPA 533	04/17/24 20:00	AZP	
Surrogate: 13C9-PFNA-[IDA]	74%	50-200			EPA 533	04/17/24 20:00	AZP	
Surrogate: 13C8-PFOS-[IDA]	93%	50-200			EPA 533	04/17/24 20:00	AZP	

Appendix: 1

Riverdale Park Tract CSD. 5000019

PFOA & PFOS Four Quarter Average

Effective
8/22/2020 8/22/2020

Q1 2024

	Q2 2023	Q3 2023	Q4 2023	Q1 2024	4 Qtr Average	Notification Level	* Response Level
PFOA	2.9	8.5	6.3	5.5	5.8	5.1	10
PFOS	2.7	6.9	5.7	3.8	4.775	6.5	40
Combined	5.6	15.4	12	9.3	10.575	11.6	50

NUMBERS = PPT

* Exceedence: System must be taken out of service or public notice issued

PFOA Perfluorootanoic Acid

PFOS Polyfluoroalkyl Substances

General Order: DW2020-0003-DDW

Communication: This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water