



## BOARD OF SUPERVISORS

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

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

### AGENDA

April 23, 2024

9:00 AM

Chambers - Basement Level

1010 10th Street

Modesto, CA 95354

[www.stancounty.com/board/index.shtm](http://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](mailto: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](http://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](http://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](http://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](http://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. Presentations:
  1. Library Week in Stanislaus County
  2. Update on the Stanislaus County Sheriff's Office Special Victims/Human Trafficking Unit
4. Public Comment Period
5. Consent Calendar
  - A. Miscellaneous
    1. Approval of the Minutes for April 16, 2024
    2. Approval of Appointment of Donovan Efrain Torres to the Salida Municipal Advisory Council
    3. Acceptance of the Resignation of Kimberly Stokes from the Stanislaus County Hazardous Waste Management Advisory Committee
    4. Approval to Declare a Vacancy on the Tuolumne River Regional Park Citizens Advisory Committee
    5. Approval of 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
  - B. Chief Executive Office
    1. Approval to Proclaim May 2024 as Behavioral Health Awareness Month in Stanislaus County – Behavioral Health & Recovery Services
    2. Approval of the Stanislaus County Job Order Contracting Program Year-Four Bid Package, Authorization for the General Services Agency Director/Purchasing Agent to Issue a Notice Inviting Bids to Prospective Bidders, and Approval to Add Additional Projects to Year-Three of the Program – General Services Agency
    3. Approval to Increase the Work Authorization with Hellmuth, Obata, and Kassabaum Inc., to Design Temporary Courtroom Space and Americans with Disabilities Act Improvements Related to the Juvenile Justice Courtroom Project Construction, Approval to Increase the Project Budget by \$275,000, and Related Matters – General Services Agency
    4. Approval of the Four-Year 2024-2028 Area Plan for the Area Agency on Aging – Aging and Veteran Services
    5. Approval of an Agreement with Gartner, Inc., for Information Technology Consulting Services Through the Gartner Executive Program – Information Technology Central
    6. Approval to Retroactively Enter into a Contract Employee Agreement with Odilia Carter to Provide Conflict Attorney Panel Administrative Services for the Period of July 1, 2023, through February 14, 2024 – Public Defender



7. Approval to Enter Into an Agreement with the California Secretary of State for Help America Vote Act (HAVA) Federal Funding Provided by the U.S. Election Assistance Commission for Compliance with the Requirements of Section 101 of HAVA for the Improvement of the Administration of Elections – Elections
8. Approval to Accept the Kaiser Permanente Health Needs Grant Award in the Amount of \$200,000 Retroactive to March 1, 2024 and to Accept the Sutter Valley Hospital Community Investment Grant Award in the Amount of \$100,000 Retroactive to March 20, 2024 – Community Services Agency
- C. Department of Public Works
  1. 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
- E. County Counsel
6. Public Hearings
  1. Public Hearing, Pursuant to Government Code Section 6586.5, to Approve the Financing by the Stanislaus Council of Governments (StanCOG) for the Acquisition of an Administrative Building, Make Certain Findings and Authorize Related Actions – Chief Executive Office
7. Discussion Items
8. Correspondence
  1. This Board has received a letter from Reclamation District 2063 regarding the resignation of Armelin De Sousa and the appointment of George Sousa to their Board of Directors.  
(Recommendation: Acknowledge receipt of letter.)
  2. This Board has received 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.  
(Recommendation: Refer to the Department of Workforce Development.)
  3. This Board has received 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.  
(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:  
State of the County Address by Chairman Mani Grewal  
Thursday, April 25, 2024 at 5:30 p.m.  
Stanislaus County Modesto Library  
1500 I Street, Modesto, California
12. Adjournment
13. Closed Session: Conference 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.

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

Special and Regular Session  
All Supervisors Present  
Pledge of Allegiance to the Flag

Tuesday

April 16, 2024

**Convened at 5:30 p.m. for Special Session**

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

1. Conference with Legal Counsel – Existing Litigation: Pursuant to Government Code Section 54956.9 (d)(1). Three cases: Estate of Alejandro Sanchez, et al., v. County of Stanislaus, et al. US District Court Eastern District, 1:18-cv-00977-DAD-BAM, Louise Galvan v. County of Stanislaus et al. US District Court Eastern District, Case No. 1:21-CV-01641-DAD-BAM, and Tiffany Macias, et al. v. Stanislaus County, et al., Stanislaus County Superior Court Case No. CV-23-000626. No reportable action was taken.

**Reconvened at 6:33 p.m. for Regular Session**

Invocation was given by Steven Morrow.

Chairman Grewal acknowledged receipt of written public comments. He noted that all public comments submitted via email were distributed to the members of the Board of Supervisors.

Nancy Robinson, President of the Modesto Garden Club, announced the Spring Garden Club Tour will be held on 04/20/2024 from 10:00 a.m. – 4:00 p.m., and it is the centennial year for the Modesto Garden Club. She shared that the Modesto Garden Club will be replanting and repairing the Aileen Gallo Memorial Flower Clock adjacent to the Modesto Centre Plaza. She also invited everyone to the new Centennial Garden Dedication on Thursday, 05/16/2024 at 10:00 a.m. located on Orangeburg Ave., next to Roosevelt Neighborhood Park.

Demecio and Maria Moreno requested items 5.B.1 and 5.B.2 be translated to Spanish so that they can be shared with the community of Crows Landing.

Susan Mendieta-Beasley, Executive Director of the Parent Resource Center, shared upcoming activities at the Parent Resource Center on 5<sup>th</sup> Street and the Airport Neighborhood locations. She shared the center will hold a Building Resiliency Workshop for Parents on Wednesday, 04/17/2024 at 6 p.m. and a Child Remembrance Day on Friday, 04/26/2024 at 10 a.m. She also invited everyone to join the Spring Into Wellness 2024 event on Saturday, 05/11/2024 from 9:00 a.m. – noon.

Withdraw/B. Condit unan. Adopted the consent calendar after removing from consent items **5.A.1** Approval of the Minutes for 03/26/2024; **5.A.2** Acceptance of the Resignation of Ignacio Chavez from the Stanislaus County Local Task Force on Solid Waste Management; **5.A.3** Approval to Reappoint Wayne Zipser and

Communication: Approval of the Minutes for April 16, 2024 (Miscellaneous)

David L. White to the Crows Landing Industrial Business Park Enhanced Infrastructure Financing District Public Financing Authority; **5.B.1** Approval of the First Amendment to the Agreement for American Rescue Plan Act Services with Stanislaus Business Alliance, Doing Business As Opportunity Stanislaus, for the Bioindustrial Manufacturing Strategy and Related Actions – CEO; **5.B.2** Approval of the Eighth Amendment to the Professional Services Agreement with Mead and Hunt, Inc., for Aviation Consulting Services for the Crows Landing Industrial Business Park Project – CEO; **5.B.7** Acceptance of an Update on the County's Obligation to Provide Translation and Bilingual Services – CEO; and, **5.D.2** Approval to Set a Public Hearing 04/30/2024, at the 9:00 A.M. Meeting, to Consider Approval of the Fiscal Year 2024-2025 Annual Action Plan for the U.S. Department of Housing and Urban Development Entitlement Programs – Planning

- 5.B.3** Accepted the February 2024 Investment Report for the Stanislaus County Treasury Pool; and, authorized the Chairman to sign on behalf of the Board that the report has been reviewed and accepted – T/TC
- 5.B.4** Set a public hearing on 06/25/2024, at the 9:00 a.m. meeting, to consider the adoption of the Revised 2022 Modesto Subbasin Groundwater Sustainability Plan – DER
- 5.B.5** Set a public hearing on 04/30/2024, at the 9:00 a.m. meeting, to introduce and waive the first reading of an Ordinance C.S. 1375 to amend existing fees collected by the Treasurer-Tax Collector Department; and, authorized the Clerk to publish notice as required by law – T/TC
- 5.B.6** Accepted an update on Building Community Services Investment (BCSI) projects; approved an increase of \$821,000 to the GSA's Sheriff's Ray Simon Regional Criminal Justice Training Center (Ray Simon Training Center) Heating, Ventilation, and Air Conditioning Capital Project allocation, funded by existing BCSI appropriations; approved an increase of \$420,800 to the GSA's Sheriff's Support Services Boiler Replacement Capital Project allocation funded by existing BCSI appropriations; approved an increase to the not-to-exceed amount with Champion Industrial Contractors' Job Order Contract from \$4 million to \$4.5 million for year three of the GSA's Job Order Contracting Program; and, authorized the GSA Director/Purchasing Agent, or designee, to execute an amendment to the contract with Champion Industrial Contractors, Inc. – GSA
- 5.B.8** Appointed Erik Klevmyr as the Interim Stanislaus County Fire Warden, Assistant Director of the Office of Emergency Services – CEO
- 5.C.1** Approved the Agreement for Acquisition of property located at 3800 Claribel Road, Modesto, California, for the North County Corridor (NCC) Project, Grantor: BMT Enterprises, LLC, APN: 084-001-013; authorized the Chairman to execute the Agreement for Acquisition of Property; and, authorized the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations – PW
- 5.C.2** Approved an agreement with RES-RLH West Coast, LLC in the amount of \$1,569,750, for environmental mitigation on the North County Corridor Phase 1 Project; authorized the Chairman to sign the agreement with RES-RLH West Coast, LLC for environmental mitigation on the North County Corridor Phase 1 Project; and, authorized payment of \$1,569,750 to RES-RLH West Coast LLC for environmental mitigation measures for the North County Corridor Phase 1 Project – PW
- 5.C.3** Approved the amended and restated Memorandum of Agreement (MOA) for the Preliminary Engineering including Final Design Phase of the 7th Street Bridge Project with the City of Modesto; authorized the CEO to execute the amended and restated MOA with the City of Modesto; and, authorized the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations – PW
- 5.D.1** Rescinded a Portion of Williamson Act Contract No. 1976-2136, located at 6939 Shoemaker Avenue, between Fisher and North Hart Roads, in the Modesto Area, APN: 012-028-060; pursuant to Government Code Section 51257, determined that the following seven findings

can be made based on the written evidence submitted by the applicant: (a) the new contract, or contracts, would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract, or contracts, but for not less than ten years, except as authorized under the County's implementation of AB 1265; (b) there is no net decrease in the amount of the acreage restricted, in cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts; (c) at least 90 percent of the land under the former contract, or contracts, remains under the new contract, or contracts; (d) after the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Government Code Section 51222; (e) the lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract, or contracts; (f) the lot line adjustment is not likely to result in the removal of adjacent land from agricultural use; (g) the lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan; approved a new contract, pursuant to Lot Line Adjustment No. PLN2021-0038, covering APN's: 012-028-059 and -060; and, authorized the Director of Planning to execute a new contract, pursuant to Lot Line Adjustment Application No. PLN2021-0038 - Fultz - Shoemake Ave., covering APNs 012-028-059 and -060 – Planning

Withrow/Chiesa unan. **5.A.1** Approved the minutes of 03/26/2024

Withrow/Chiesa unan. **5.A.2** Accepted the resignation of Ignacio Chavez from the Stanislaus County Local Task Force on Solid Waste Management

Withrow/Chiesa unan. **5.A.3** Reappointed Wayne Zipser and David L. White to the Crows Landing Industrial Business Park Enhanced Infrastructure Financing District Public Financing Authority

Withrow/Chiesa unan. **5.B.1** Approved Amendment No. 1 to the agreement with Stanislaus Business Alliance, dba Opportunity Stanislaus, to support the formation and operations of BioEconomy, Agriculture, & Manufacturing (BEAM) Circular, extending the term of the original agreement to 06/30/2024 and increasing the budget by \$110,000, with a new not-to-exceed amount of \$760,000; authorized the CEO to execute Amendment No. 1 to the Agreement with Stanislaus Business Alliance, dba Opportunity Stanislaus, to support the formation and operations of BioEconomy, Agriculture, & Manufacturing (BEAM) Circular; and, directed the Auditor-Controller to increase appropriations and estimated revenue by \$110,000 in County Operations – ARPA State and Local Fiscal Recovery Fund, as detailed in the budget journal, attached to the agenda item – CEO

Withrow/Chiesa unan. **5.B.2** Approved Amendment No. 8 to the Professional Services Agreement with Mead and Hunt Inc., in the amount of \$60,000, with a new not-to-exceed amount of \$320,000, for the Crows Landing Industrial Business Park project; and, authorized the Purchasing Agent to sign the amendment – CEO

Chiesa/Withrow (4-1)(C. Condit opposed) **5.B.7** Accepted an update on the County's Obligation to Provide Translation and Bilingual Services – CEO

Withrow/Chiesa unan. **5.D.2** Set a public hearing on 04/30/2024, at the 9:00 a.m. meeting, to consider the approval of the FY 2024-2025 Annual Action Plan for the Stanislaus Urban County and the Stanislaus HOME Consortium for submittal to the U.S. Department of Housing and Urban Development – Planning

Withrow/B. Condit unan. **6.1** Conducted a public hearing pursuant to Section 1442.5 of the Health and Safety Code to consider: (a) the elimination of the direct provision of clinical services and operational support of physician residency training by the County Health Services Agency (HSA) at the Paradise Medical Office on, about or before 06/30/2024; (b) the elimination of the direct provision of Obstetrician provided obstetrical and gynecological services by the County HSA at the McHenry Medical Office on, about or before 06/30/2024; and, (c) the elimination of the direct provision of clinical services by the County HSA at the Specialty and Physical Rehabilitation clinics on, about or before 06/30/2024, including Orthopedics, Sports Medicine, Neurosurgery, General Surgery, Diabetic Management, Physical Therapy, Occupational Therapy and Wound Care services; and, authorized the HSA Managing Director or her designee to fulfill the operational activities associated with the implementation of the above recommendations – HSA

**Recessed at 9:41 p.m.**

**Reconvened at 9:53 p.m.**

Chiesa/C. Condit unan. **6.2** Conducted a public hearing to consider the Planning Commission's recommendation of approval of General Plan Amendment and Rezone Application No. PLN2023-0031 - Secured Space Self Storage, a request to amend the Community Plan designation from Medium-Density Residential to Commercial and the Zoning Designation from General Agriculture (A-2-10) to Planned Development (P-D) to allow for the operation of an existing mini-storage facility on a 4.67± acre parcel, located on 5024, 5028, and 5030 Rohde Road, between Esmar and Faith Home Roads, in the Keyes area; adopted the Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15074(b), by finding that on the basis of the whole record, including the Amended Initial Study, Amended Mitigation Monitoring and Reporting Program, and any comments received, that there is no substantial evidence the project will have a significant effect on the environment and that the Mitigated Negative Declaration reflects Stanislaus County's independent judgment and analysis; finds that the Amended Mitigation Monitoring and Reporting Program is equivalent or more effective in mitigating or avoiding potential significant effects and that it in itself will not cause any potentially significant effect on the environment; ordered the filing of a Notice of Determination with the Stanislaus County Clerk-Recorder's Office pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075; finds, based on the discussion in this report, and the whole of the record that: (a) the General Plan Amendment will maintain a logical land use pattern without detriment to existing and planned land uses; (b) the County and other affected governmental agencies will be able to maintain levels of service consistent with the ability of the governmental agencies to provide a reasonable level of service; (c) the amendment is consistent with the General Plan goals and policies; finds that the proposed Planned Development zoning and Community Plan designation of Commercial is consistent with the Planned Development General Plan designation; approved General Plan Amendment and Rezone Application No. PLN2023-0031 – Secured Space Self Storage, subject to the Development Standards and Development Schedule as attached to the 02/15/2024 Planning Commission Staff Report, the amendment to Development Standard No. 53 as outlined in the Board Report, and as **amended** by the Board of Supervisors to add Development Standard No. 54 to read as follows “Applicant shall pay all applicable property taxes that would have been due since the establishment of the mini-storage facility as required by law”; and, introduced, waived the reading, and adopted Ordinance C.S. 1373 for the approved Rezone Application No. PLN2023-0031 – Secured Space Self Storage – Planning



Chiesa/C. Condit (4-1)(Withrow opposed) **6.3** Conducted a public hearing to consider the Planning Commission's recommendation of approval of Development Agreement Application Number PLN2023-0160 – Medallion Wellness, a request to adopt a new Development Agreement for Use Permit PLN2018-0111, a previously permitted commercial cannabis operation, 4213 McHenry Avenue, on the northwest corner of the McHenry and Pelandale Avenue intersection, in the Modesto area, APN: 046-008-013; finds the project is exempt from the CEQA, pursuant to CEQA Guidelines Section 15061 (Common Sense Exemption), by finding that on the basis of the whole record, including any comments received, that there is no substantial evidence the project will have a significant effect on the environment and that the exemption reflects Stanislaus County's independent judgment and analysis; ordered the filing of a Notice of Exemption with the Stanislaus County Clerk-Recorder's Office pursuant to CEQA Guidelines Section 15061; finds that the Development Agreement: (a) is consistent with the General Plan and any applicable specific plan; (b) is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is or will be located; (c) is in conformity with and will promote public convenience, general welfare and good land use practice; (d) will not be detrimental to health, safety, and general welfare; (e) will not adversely affect the orderly development of property or the preservation of property values; (f) will promote and encourage the orderly development of the proposed project by providing a greater degree of requisite certainty; recommended the Board approve Development Agreement Application No. PLN2023-0160 – Medallion Wellness; authorized the Chair to execute the attached Development Agreement; authorized the Clerk to record the executed Development Agreement with the County's Clerk Recorders Office within 30 days of approval; introduced, waived the reading, and adopted a new Ordinance C.S. 1372 rescinding Ordinance C.S. 1232; and, ordered the filing of a Notice of Termination for the adopted Development Agreement for UP No. PLN2018-0111 – Medallion Wellness, with the Stanislaus County Clerk Recorder's Office – Planning

Withrow/C. Condit unan. **6.4** Conducted a public hearing to consider the Planning Commission's recommendation of approval to cancel the adopted Development Agreement for Bynate, a commercial cannabis retail business, located at 21931 State Highway 33, between Fink Road and Ike Crow Road, in the Crows Landing area; finds that Bynate is in material breach of the terms of the Development Agreement (DA) for Use Permit (UP) No. PLN2018 - 0149 – Bynate; finds that the cancellation of the adopted DA for UP No. PLN2018-0149 – Bynate is in conformance with Government Code Section 65865.1 and Stanislaus County Code Section 22.08.020; approved the cancellation of the adopted DA for UP No. PLN2018-0149 – Bynate, ordering closure of all components of the operation within 30 days of the repeal of Ordinance No. C.S. 1250, subject to inspection by the County; introduced, waived the reading, and adopted Ordinance C.S. 1374 to rescind Ordinance No. C.S. 1250; and, ordered the filing of a notice of DA cancellation for the adopted DA for UP No. PLN2018-0149 - Bynate with the Stanislaus County Clerk-Recorder's Office – Planning

C. Condit/B. Condit unan. **7.1** Introduced and waived the first reading of Ordinance C.S. 1376 adding Chapter 9.96 to Title 9 of the Stanislaus County Code that will authorize the County of Stanislaus to join the San Joaquin County Health Commission – CEO

Withrow/C. Condit unan. **7.2** Declared an emergency in accordance with California Public Contract Code Section 22050 for emergency repairs to the Crows Landing Community Services District Well No. 4; approved staff's recommendation to act in accordance with California Public Contract Code Sections 20134 and 22050 to make the immediate repairs to the Crows Landing Community Services District Well No.4; made the following findings: (a) the repairs are necessary to prevent the loss of essential public services; (b) the emergency will not allow for the delay that would result if the project were competitively bid, and the action to immediately repair the impacted well facility on an emergency basis is necessary; (c) based on the substantial evidence to be set forth in the minutes, that due to the nature of the emergency a delay for competitive bidding cannot be permitted; directed the Director of Public Works or designee to

serve as the Project Manager for all aspects of the project; authorized the Project Manager to procure equipment and supplies, and to negotiate and execute contracts needed to repair the well, without giving notice for bids, so long as they are within the Department's approved budget; required the Department of Public Works to report to the Board on the status of the emergency project at its next regularly scheduled meeting and every 14 days thereafter until the repairs are completed, as required by Public Contract Code section 22050(c)(1); and, directed the Auditor-Controller to increase estimated revenue and appropriations by \$1.3 million in the County Operations – Crows Landing Industrial Business Park Page 2 of 3 Project budget unit and the American Rescue Plan Act of 2021 (ARPA) budget unit, pursuant the budget journal, attached to the agenda item – PW

**Corr 1** Referred to the Fish and Wildlife Committee, a letter from the California Fish and Game Commission regarding proposed regulations relating to mammal hunting regulations.

**Corr 2** Referred to the Department of Workforce Development, a Worker Adjustment and Retraining Notification (WARN) letter from Volta Charging Industries, LLC, regarding the layoff of employees throughout California.

**Corr 3** Referred to the County Counsel and the Auditor-Controller, a Claim for Refund of Property Taxes filed on behalf of Pacific Gas and Electric Company regarding assessments for FY 2019-2020.

**Corr 4** Referred to the Department of Environmental Resources and the Fish and Wildlife Committee, a letter from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, requesting that the County develop and implement a discretionary well permitting process that adequately consider and minimizes potential impacts to ESA-listed species and their habitat.

**Corr 5** Referred to the Department of Workforce Development, a Worker Adjustment and Retraining Notification letter from Nestle USA, regarding the temporary layoff of employees at their 736 Garner Road, Modesto location starting in July 2024.

**Corr 6** Acknowledged receipt of claims and referred to the Office of County Counsel the following claims: Corasia Robinson; Asia R. Robinson; Alejandro Ramirez Hernandez; Mickey Ernest Davis; Jose Espindola; Debra and Timothy Reed; Norma Araceli Soltero Rabago (amended); Lexis N. Barton (duplicate); K.A. c/o Lexis Nicole Barton (duplicate); Zale H. Thomas, heir of Decedent Rosanna Anna Petrushkin (duplicate); Eric David Mills; David J. Vasquez; Cody Brown; G.G., a minor; Ronda Swenson M.A.; Salvador Perez; Marta C. Villafuerte; Nimesh Gandhi; and, Sam Saba.

Supervisor B. Condit thanked Supervisors Chiesa and Grewal for joining him at the Oakdale Rodeo Parade.

CEO Hayes announced in accordance with Government Code Section 54953(c)(3), that agenda item 5.B.8 approved the appointment of Erik Klevmyr to serve as the Interim Stanislaus County Fire Warden, Assistant Director of the Office of Emergency Services at a starting salary of \$145,932 annually, as set forth in the agenda item. He also shared Monica Coryea has been selected to serve as the Human Relations Director, at a starting salary of \$187,720 annually, plus Department head benefits.

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



Adjourned at 11:03 p.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.)

Communication: Approval of the Minutes for April 16, 2024 (Miscellaneous)

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

DEPT: Board of Supervisors

BOARD AGENDA: 5.A.2  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of Appointment of Donovan Efrain Torres to the Salida Municipal Advisory Council

**STAFF RECOMMENDATION:**

1. Appoint Donovan Efrain Torres to the Salida Municipal Advisory Council to an unexpired term ending December 6, 2024.

**CONTACT PERSON:**

Elizabeth King, Clerk of the Board

209-525-4494

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

DEPT: Board of Supervisors

BOARD AGENDA: 5.A.3  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Acceptance of the Resignation of Kimberly Stokes from the Stanislaus County  
Hazardous Waste Management Advisory Committee

**STAFF RECOMMENDATION:**

1. Accept the resignation of Kimberly Stokes from the Stanislaus County Hazardous Waste Management Advisory Committee.
2. Direct staff to send a Certificate of Appreciation to Kimberly Stokes.

**CONTACT PERSON:**

Elizabeth King, Clerk of the Board

Phone number: 209-525-4494

**ATTACHMENT(S):**

1. Letter of Resignation



BOARD OF SUPERVISORS  
APR 12 24 PM 3:45

DEPARTMENT OF ENVIRONMENTAL RESOURCES

5.A.3.a

Robert Kostlivy  
DIRECTOR

Janis Mein  
ASSISTANT DIRECTOR

Mandip Dhillon  
ASSISTANT DIRECTOR

**MEMORANDUM**

DATE: April 12, 2024

TO: Liz King, Assistant Clerk of the Board

FROM: Charleen Chituras, Administrative Secretary for Hazardous Materials Division

SUBJECT: Kimberly Stokes

Please be advised that Kimberly Stokes has resigned from her position representing Environment, seat 8, effective January 18, 2024. Kimberly was serving as a committee member in the Hazardous Waste Management Advisory Committee.

Thank you.

Charleen Chituras  
Administrative Secretary  
Department of Environmental Resources  
Hazardous Materials Division  
525-6772

Attachment: Letter of Resignation (Resignation -Hazardous Waste Management)

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

DEPT: Board of Supervisors

BOARD AGENDA: 5.A.4  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Declare a Vacancy on the Tuolumne River Regional Park Citizens Advisory Committee

**STAFF RECOMMENDATION:**

1. Declare a vacancy on the Tuolumne River Regional Park Citizens Advisory Committee due to the death of Frank Troglione.
2. Direct staff to post a vacancy.
3. Direct staff to send a Certificate of Appreciation to the family of Frank Troglione.

**CONTACT PERSON:**

Elizabeth King, Clerk of the Board

Phone number: 209-525-4494

**ATTACHMENT(S):**

1. Letter from City of Modesto

**Parks, Recreation and  
Neighborhoods Department**

P.O. Box 642  
Modesto, California 95354  
209.577.5334

April 16, 2024

Elizabeth A. King, Clerk of the Board  
County of Stanislaus  
1010 10<sup>th</sup> Street, Suite 6700  
Modesto, CA 95354

**Subject: Regarding Frank Troglione, District #2 Representative for the Tuolumne River  
Regional Park Citizens Advisory Committee**

Dear Ms. King:

The Tuolumne River Regional Park Citizens Advisory Committee (TRRP CAC) has received the unfortunate news that Frank Troglione, District #2 Representative to TRRP CAC sadly passed away in January 2024.

Mr. Troglione was appointed to the Tuolumne River Regional Park Citizens Advisory Committee on March 15, 2022. His current term was set to expire on December 31, 2025.

Please let us know if you have any questions.

Sincerely,

Julia Maniscalco  
Administrative Analyst II  
Parks, Recreations, and Neighborhoods Department  
City of Modesto

Attachment: Letter from City of Modesto (Declare a Vacancy - TRRP)

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

DEPT: Board of Supervisors

BOARD AGENDA: 5.A.5  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of 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

**STAFF RECOMMENDATION:**

1. Commend Niamh Seavy, M.D., FACS, upon receiving the John Darroch Memorial Award, as the Outstanding Physician for 2024, from the Stanislaus Medical Society.

**CONTACT PERSON:**

Elizabeth King, Clerk of the Board

Phone: 209-525-4494

**ATTACHMENT(S):**

1. Commendation

**COMMENDING DR. NIAMH SEAVY, M.D., FACS  
STANISLAUS MEDICAL SOCIETY'S 2024 RECIPIENT OF  
THE JOHN DARROCH MEMORIAL AWARD**

WHEREAS, the Stanislaus Medical Society is proud to present Dr. Niamh Seavy with the 2024 John Darroch Memorial Award for Outstanding Physician of the Year. This annual award goes to a physician who stands out for dedication to patient care, educational leadership, and quality of medicine. The award will be presented to Dr. Seavy on Thursday, May 9, 2024, at the Del Rio County Club in Modesto; and,

WHEREAS, Dr. Seavy has worked as a General/Trauma Surgeon in Stanislaus County for the 30 years. She has recruited and mentored many physicians including nine female surgeons in Stanislaus County, and became the first woman to chair the Governing Board of Doctors Medical Center in sixty years; and,

WHEREAS, born in Ireland, Dr. Seavy received her medical degree from the National University of Ireland, Cork, in 1981 and a Bachelor of Science in Physiology, in 1983. She completed a General Surgery Residency at Cork Voluntary Hospitals in Cork, Ireland between 1983-1986; after which she became a full time mom from 1986-1990; and,

WHEREAS, after coming to the United States, she completed her General Surgery Residency at the University of California, Davis in 1990, and then became the Chief Resident of Surgery, in 1993. In 1994, she completed her advanced training in surgery including Trauma, Advanced Laparoscopy, and Robotic Surgery. She completed her United States Citizenship in 2002; and,

WHEREAS, her leadership positions included former Stanislaus Medical Society Representative to the Emergency Medical Services Committee, former Chief of Staff and Trauma Director at Doctors Medical Center; and,

WHEREAS, Dr. Seavy has received certificates from the American Board of Surgery Certification and is a Fellow of the American College of Surgeons. She is a member of many professional organizations including the Stanislaus Medical Society, the Association of Women Surgeons, the California Medical Association, and the UC Davis Surgical Society; and,

WHEREAS, Dr. Seavy has received many accolades including the Edmund Gurr Medal in Anatomy from the National University of Ireland, Cork; Woman Resident of the Year from the University of California, Davis; Mountain Valley EMS Agency Physician of the Year; and the John Porteous Physician Leadership Award but most importantly, she has provided excellent surgical care to countless of individuals in our community.

NOW, THEREFORE, BE IT RESOLVED that the Stanislaus County Board of Supervisors does hereby commend Dr. Niamh Seavy for her outstanding contributions to the citizens of Stanislaus County and congratulates her upon being the 2024 John Darroch Memorial Award recipient.



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

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA: 5.B.1

AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Proclaim May 2024 as Behavioral Health Awareness Month in Stanislaus County

**STAFF RECOMMENDATION:**

1. Proclaim May 2024 as Behavioral Health Awareness Month in Stanislaus County.

**DISCUSSION:**

Behavioral Health and Recovery Services (BHRS) and the Stanislaus County Behavioral Health Board request that the Board of Supervisors proclaim May 2024 as Behavioral Health Awareness month to reaffirm the County's commitment to bring attention, each year, to persons living with mental illness and substance use disorders and reduce stigma, normalize challenges, and encourage those who are experiencing mental health struggles and/or substance use disorders to know that recovery is possible. Raising awareness is pivotal in combating stigma and discrimination associated with these conditions and encourages individuals to seek help.

As the contracted Mental Health Plan (MHP) and Drug Medi-Cal Organized Delivery System (DMC-ODS) with the State of California, the County provides services for Stanislaus County Medi-Cal beneficiaries with substance use disorders and serious and persistent mental illness. Medi-Cal beneficiaries who have a condition that is not severe are generally provided treatment services through Medi-Cal Managed Care Plans for "mild to moderate" mental illness. Commercial health plans provide the full spectrum of treatment services for their beneficiaries. Over the past few years, the State of California has increasingly funded school districts to provide mental health and substance use disorder services for children and youth on school sites. Together, we work towards our shared vision where anyone affected by mental illness and/or substance use disorders can get the appropriate treatment and supports to live healthy, fulfilling lives.

BHRS has maintained a marketing and education campaign to promote access to mental health and substance use disorder services including bilingual social media ads, movie theater ads, radio commercials, community events, individual and group sessions with key community leaders, and other community-based promotions. BHRS also provides capacity-building training sessions for organizations on behavioral health topics to increase skills and knowledge on how to support community members through

a mental health crisis. Lastly, central to the campaign is promoting the Access, Crisis and Support Line and the Central Valley Suicide Prevention Hotline. Calling the access lines will connect members of the community to trained behavioral health staff who can help navigate the appropriate level of support and/or treatment that they themselves or a loved one may need.

**Access, Crisis, and Support Line: 1-888-376-6246**

**Central Valley Suicide Prevention Hotline: 988**

**POLICY ISSUE:**

Board of Supervisors' approval is required to proclaim May 2024 as Behavioral Health Awareness Month in Stanislaus County.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board of Supervisors' priority of *Supporting a Healthy Community* by raising awareness of behavioral health services in the community.

**STAFFING IMPACT:**

There are no staffing impacts associated with this item.

**CONTACT PERSON:**

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

(209) 525-6222

**ATTACHMENT(S):**

1. Proclamation

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

5.B.1.a

Date:

THE FOLLOWING RESOLUTION WAS ADOPTED:

Attachment: Proclamation (May is Behavioral Health Month)



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

DEPT: General Services Agency

BOARD AGENDA: 5.B.2  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of the Stanislaus County Job Order Contracting Program Year-Four Bid Package, Authorization for the General Services Agency Director/Purchasing Agent to Issue a Notice Inviting Bids to Prospective Bidders, and Approval to Add Additional Projects to Year-Three of the Program

**STAFF RECOMMENDATION:**

1. Approve the Stanislaus County Job Order Contracting program Year-Four Bid Package and authorize the General Services Agency Director/Purchasing Agent or designee to issue a Notice Inviting Bids to prospective bidders.
2. Authorize the General Services Agency Director/Purchasing Agent to set a bid due date of May 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
3. Direct staff to return to the Board of Supervisors to recommend award of contracts for these services.
4. Approve adding additional projects to the Job Order Contract program.

**DISCUSSION:**

The General Services Agency (GSA) routinely engages the services of a wide variety of contractors, ranging from general construction contractors to firms with specialty licenses such as general engineering, mechanical/plumbing, and roofing. These services are utilized to ensure continuous operation of the County's approximately 2.5 million square feet of County-owned and leased building space.

On April 20, 2021 (Resolution No. 2021-0141), the Board of Supervisors approved an agreement with the Gordian Group Inc., dba The Mellon Group (Gordian) to assist the County with the development and implementation of a five-year Job Order Contracting (JOC) program. The JOC program is an approved construction method under California Public Contracting Code (PCC) Section 20128.5, which allows agencies to award annual contracts for repair, remodeling, or other repetitive work to be done at a fixed unit price. Each year of the program, Gordian assists the County in development of a

construction task catalog used to issue a Notice Inviting Bids to perspective contractors. To participate in the program, bidders agree to the fixed unit pricing in the catalog. Contracts are awarded to responsive bidders who propose the lowest overhead rates/criteria listed in the Notice Inviting Bids.

#### Year-One Job Order Contracting Program

On September 1, 2021, the GSA Director/Purchasing Agent issued three JOC Agreements to the following General Contractors:

- David Marvulli Construction Inc. (DMC)
- Mark Scott Construction Inc.
- Ardent General Inc. (Ardent)

During year one, GSA utilized the JOC program to complete \$7.6 million in small and medium size construction/maintenance projects. The JOC program has allowed GSA to complete the work in a more timely and efficient manner than the traditional design, bid, build process.

All Year-One Projects have been completed and there is no change to the project list published in last year's report.

#### Year-Two Job Order Contracting Program

On June 28, 2022 (Resolution No. 2022-0344), the GSA Director/Purchasing Agent issued six JOC Agreements to the following General Contractors:

- Ardent General, Inc.
- Aztec Consultants, Inc.
- Mark Scott Construction Inc.
- T&S Intermodal Maintenance, Inc.
- Champion Industrial Contractors, Inc.
- King's Roofing

During year two of the JOC program, GSA awarded nearly \$9 million in small and medium size construction/maintenance projects. Below is a list of projects that were completed/awarded during the Year-Two JOC program:

Department and Facility	Project Description	Contractor	Project Value
10th Street Place	2nd Floor Assessor Counter Upgrade	Ardent	\$306,507
Probation, 801 11th Street	Carpet Replacement and Paint	Ardent	\$302,357
<b>Subtotal Ardent:</b>			<b>\$608,864</b>
Probation Juvenile Justice Center	Emergency Generator Replacement	Mark Scott Construction	\$601,575
<b>Subtotal Mark Scott Construction:</b>			<b>\$601,575</b>
Clerk Recorder 1021 I Street	Sanitary Sewer Epoxy Recoating	Aztec	\$91,192
Juvenile Justice Center	Parking Lot Upgrades	Aztec	\$2,237,346
CEO	6 <sup>th</sup> Floor Multipurpose Space and Breakroom Remodel	Aztec	\$33,122

Department and Facility	Project Description	Contractor	Project Value
Sheriff's Office	PSC Secure Parking Expansion Between Project 3 and SOC	Aztec	\$333,331
<b>Subtotal Aztec:</b>			<b>\$2,694,991</b>
Fleet Services Building	Tire Carousel	T&S Intermodal Maintenance, Inc.	\$151,081
BHRS & Pediatrics	AT&T Pathways	T&S Intermodal Maintenance, Inc.	\$169,639
BHRS & Pediatrics	Fire Alarm Upgrades	T&S Intermodal Maintenance, Inc.	\$48,672
Parks	Admin. - Flooring and Cubicle Upgrade	T&S Intermodal Maintenance, Inc.	\$27,875
12th Street Building	Boiler Replacement	T&S Intermodal Maintenance, Inc.	\$92,879
Parks	La Grange Fire Debris Removal	T&S Intermodal Maintenance, Inc.	\$302,679
Parks	Kiwanis Youth Camp Build Back	T&S Intermodal Maintenance, Inc.	\$175,946
H.S.A.	Pediatrics - New Electrical Service	T&S Intermodal Maintenance, Inc.	\$162,909
PAL Office	Floor/Ceiling Replacement (Burbank Park)	T&S Intermodal Maintenance, Inc.	\$68,724
10th Street Place	3 <sup>rd</sup> Floor County Planning – Additional Office Space	T&S Intermodal Maintenance, Inc.	\$27,356
<b>Subtotal T&amp;S Intermodal Maintenance:</b>			<b>\$1,227,760</b>
Sheriff's Office	S.O.C. HVAC Replacement	Champion	\$2,343,833
GSA - Fleet Services	Swamp Cooler Replacement	Champion	\$42,573
Library	Newman Library HVAC Unit 1 & Controls	Champion	\$58,164
Probation Juvenile Commitment Center	AC Unit IT/Electrical Room	Champion	\$19,613
10th Street Place	Chiller Coil Replacement	Champion	\$190,823
<b>Subtotal Champion:</b>			<b>\$2,655,006</b>
Chief Executive Office	County Center III Building Roof Repairs	King's Roofing	\$60,020
Sheriff	Support Services Kitchen Roof Coating	King's Roofing	\$503,338
Probation	Juvenile Hall Roof Evaluation / Replacement	King's Roofing	\$333,121
<b>Subtotal King's Roofing:</b>			<b>\$896,479</b>
<b>Current Total Year-Two:</b>			<b>\$8,684,675</b>

### Year-Three Job Order Contracting Program

On July 11, 2023 (Resolution No. 2023-0350), the GSA Director/Purchasing Agent issued five JOC Agreements to the following Contractors:

- Aztec Consultants Inc.
- Marvulli Inc.
- T&S Intermodal Maintenance Inc.
- Champion Industrial Contractors Inc.
- DK Enterprises Inc. dba King's Roofing

During year three of the JOC program, GSA awarded nearly \$4.7 million in small and medium size construction/maintenance projects. Below is a list of projects that have been completed/awarded to date during Year-Three JOC Program:

Department and Facility	Project Description	Contractor	Project Value
Agricultural Center	Warehouse Rollup Doors Replacement	T&S Intermodal Maintenance, Inc.	\$66,342
<b>Subtotal T&amp;S Intermodal Maintenance, Inc.:</b>			<b>\$66,342</b>
Gallo Center for the Arts	HVAC Unit 6 Replacement	Champion	\$711,823
801 11 <sup>th</sup> Street	Major Mechanical Replacement	Champion	\$1,540,964
801 11 <sup>th</sup> Street	Fire Smoke Damper Repairs	Champion	\$268,414
<b>Subtotal Champion:</b>			<b>\$2,521,201</b>
Gallo Center for the Arts	Roof Refurbishment	King's Roofing	\$1,074,710
Library	Salida Library Roof Replacement	King's Roofing	\$1,034,052
<b>Subtotal King's Roofing:</b>			<b>\$2,108,762</b>
<b>Current Total Year-Three:</b>			<b>\$4,696,305</b>

#### Approval to Add Additional Projects to the Job Order Contracting Program

GSA requests the approval to add the following additional projects to year three of the Job Order Contracting program.

Department and Facility	Project Description
Office of Emergency Services	Fire Alarm Panel Replacement
Probation Department	Juvenile Hall Boiler Replacement
Sheriff's Department	Support Services Boiler Replacement
Sheriff's Department	Ray Simon Training Center HVAC Replacement
Sheriff's Department	Civil Relocation
Sheriff's Department	Training Classroom Replacement
Treasurer	Counter Remodel
Department of Environmental Resources	Fink Road Landfill Awning



### Year-Four Job Order Contracting Program

Today's recommended actions request Board of Supervisors' approval of the Year-Four Job Order Contract Bid Package and authorize the General Services Agency Director/Purchasing Agent to issue a Notice Inviting Bids. If approved, year four's program will include general engineering, general building, mechanical/plumbing, and roofing contractors.

In addition to whatever is not awarded in year three above, the following is a list of some of the shovel-ready projects that GSA's Capital Facilities Division has identified for potential JOC contracts for Fiscal Year 2025:

<b>Department and Facility</b>	<b>Project Description</b>
<b>10th St. Place 2<sup>nd</sup> Floor Assessors Counter</b>	<b>Lobby/Counter Improvements</b>
<b>10th St. Place Planning/CED Counter/Lobby</b>	<b>Lobby Counter Improvements</b>
<b>10th St. Place</b>	<b>Roof Repairs/Restoration</b>
<b>10th St. Place</b>	<b>Mail Room Expansion</b>
<b>10th St. Place</b>	<b>Suite 1002 Retail Space Clean Up</b>
<b>12th St. Building</b>	<b>Booster Pump Replacement</b>
<b>12th St. Building</b>	<b>Replace two AC units in IT Room</b>
<b>12th St. Garage</b>	<b>Replace Elevator AC Unit</b>
<b>3705 Oakdale Rd. Building</b>	<b>HVAC/Plumbing System Evaluation and Replacement</b>
<b>801 11th St. Building</b>	<b>Replace Basement Glass Doors</b>
<b>801 11th St. Building</b>	<b>Replace HVAC System Controls</b>
<b>801 11th St. Building</b>	<b>Flooring Replacement</b>
<b>Agricultural Center</b>	<b>Building Roof and Exterior Improvements</b>
<b>Agricultural Center, Department of Industrial Relations, Parks Department</b>	<b>Parking Lot Upgrade</b>
<b>Clerk Recorder/DA - 1021 "I" Street</b>	<b>Rooftop Burglar Alarm</b>
<b>Community Services Facility</b>	<b>Parking Lot ADA Improvements</b>
<b>Community Service Facility</b>	<b>Roof System Evaluation/Replacement</b>
<b>Community Services Facility-Child Services</b>	<b>Interview Room Safety Improvements</b>
<b>County Buildings</b>	<b>Roof Repairs</b>
<b>Day Reporting Center - Probations</b>	<b>Install HVAC System Controls</b>
<b>Grayson Community Center</b>	<b>Facility Restoration Improvements</b>
<b>Juvenile Commitment Center</b>	<b>Water Softener Replacement</b>
<b>Juvenile Commitment Center</b>	<b>Hot water heater system replacement</b>
<b>Juvenile Justice Center</b>	<b>Supply Vent Replacement</b>
<b>Juvenile Justice Center</b>	<b>Replace Main Vehicle Gate</b>

Department and Facility	Project Description
Keyes Community Center	Facility Restoration Improvements
Mancini Hall Community Center	Facility Restoration Improvements
Modesto Branch Library	Basement Tenant Improvements
Newman Branch Library	Electrical Systems/Panel Upgrades
Parks - Bonita Pool	Renovation of existing pool and replacement of existing restrooms
Parks - Modesto Reservoir	ADA Upgrades to Eight Restrooms and Parking Lots
Parks – Salida Park	Equipment Replacement and Improvements
Parks – Leroy Fitzsimmons Park	Equipment Replacement and Improvements
Parks – Woodward Reservoir	ADA Improvements to Restrooms and Parking Lots
Parks – Frank Raines Campground	Update Electrical Service to Campground
Riverbank Branch Library	Electrical Systems/Panel Upgrades
Salida Branch Library	Electrical Systems/Panel Upgrades
Salida Branch Library	Tenant Improvements
Salida Branch Library	Mechanical/Plumbing System Replacement
Sheriff's Office - P.S.C. West Campus	HVAC System, Controls, Plumbing Evaluation and Replacement
Sheriff's Office – P.S.C. West Campus	Replace Wooden Cell Doors with Metal Doors
Sheriff's Office M.H.U.	Medical & Admin Space
Sheriff's Office Ray Simon Training Center	Security Fencing
Treasurer Tax Collector-Revenue Recovery	Lobby Improvements
UC Cooperative Extension	Counter Security Improvements

Some of the projects listed above may be removed from the program and procured using the design-bid build method. Additional projects are also anticipated to be added to the JOC program in year four from the County's Deferred Maintenance Program, GSA Capital Projects, and GSA Facilities Maintenance throughout the year. Projects will be brought to the Board of Supervisors for review and approval of funding as needed.

#### **POLICY ISSUE:**

Section 4.3.6 of the Stanislaus County Purchasing Policy 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.

#### **FISCAL IMPACT:**

The minimum contract opportunity and maximum contract value for each contract are \$25,000 and \$4 million, respectively, for general engineering contractors and general contractors. For mechanical/plumbing and roofing contractors, the not-to-exceed amount is recommended to be \$4 million, with no guaranteed minimum. The County will not immediately encumber the minimum or maximum values as that occurs when individual Job Orders are issued. In addition to the contract amounts paid for each project, the County also pays a fee of 5.06% to Gordian.

Job Order proposals that are found to be incomplete and/or untimely, as determined by the County, may result in termination of the JOC prior to reaching the minimum contract opportunity. The County has no obligation to issue Job Orders in excess of the minimum contract opportunity. The \$4 million maximum contract value is a contract limit, and the contract value increases as actual Job Orders are issued. GSA will recommend increasing the maximum amount allowed in each contract, up to the legal limit of \$6 million, if the Board of Supervisors approves additional projects in the future or if departments with approved funding request it.

Funds are available within the Fiscal Year 2024 GSA Capital Facilities and individual GSA capital project legal budget units. Additional work will be awarded to each contractor as needed, for projects that have funding approved by the Board of Supervisors either through the budget process or by separate agenda items.

#### **BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by ensuring Stanislaus County's capital projects are delivered in a timely manner, are well-planned, and comply with statutory requirements.

#### **STAFFING IMPACT:**

Existing staff in the General Services Agency will manage the JOC program and will report back to the Board of Supervisors regarding the JOC program's performance.

#### **CONTACT PERSON:**

Andrew Johnson, GSA Director/Purchasing Agent

(209) 525-4380

#### **ATTACHMENT(S):**

1. Job Order Contract Bid Package-Available from Clerk

# **Job Order Contract Bid Packet**

## **Available from the Clerk of the Board**

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

DEPT: General Services Agency

BOARD AGENDA: 5.B.3  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

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**SUBJECT:**

Approval to Increase the Work Authorization with Hellmuth, Obata, and Kassabaum Inc., to Design Temporary Courtroom Space and Americans with Disabilities Act Improvements Related to the Juvenile Justice Courtroom Project Construction, Approval to Increase the Project Budget by \$275,000, and Related Matters

**STAFF RECOMMENDATION:**

1. Approve 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.
2. Approve an increase of \$275,000 to the General Services Agency's Juvenile Justice Courtroom Improvement Capital Project budget.
3. Authorize the Auditor-Controller to increase the associated appropriations and operating transfers, as detailed in the attached budget journal.

**DISCUSSION:**

The Stanislaus County Probation Campus, located at 2215 Blue Gum Avenue in Modesto, is home to the County's Juvenile Hall (JHL) as well as the Juvenile Commitment Facility (JCF). Both co-located facilities house youth who are placed in the County's care. Currently included in this campus are two antiquated courtrooms, which no longer meet the standards required by the Judicial Council of California.

In 2019, Stanislaus County engaged Hellmuth, Obata & Kassabaum, Inc. (HOK) to perform a feasibility study for remodeling the two courtrooms to meet current standards. In this study, HOK looked at expanding courtroom sizes, the public lobby, and securing entrances for judges and court staff. The study was based on bringing the facility up to today's design standard. The current two courtrooms at the Probation Campus are approximately 500 square feet each with small chamber areas for judges and shared restrooms. Today's standards require 1,200 square feet of courtroom space and 400 square feet of chamber space, with a private restroom for each judge.

On February 28, 2023, the Board of Supervisors approved proceeding with the project (Resolution No. 2023-0082). HOK was retained to create a conceptual design for the new courtroom. An interagency project team consisting of staff from the Chief Executive Office, Probation Department, General Services Agency (GSA), Sheriff's Office, and the

Superior Court have been meeting regularly to review HOK's design and to provide feedback. The conceptual phase of the project is complete.

On January 30, 2024, the Board of Supervisors approved proceeding with the project's next phase of design. (Resolution No. 2024-0034), which includes the development of full construction plans and specifications needed to put the project out to bid. One area of the project that the team has been collaborating on with the Judicial Council of California is to identify space within the facility that can be used for temporary court services during the re-model/construction phase. The team considered several options including the use of the gymnasium in the JCF, use of vacant modular buildings, and the construction of temporary space at the JHL facility.

The JCF gymnasium was last used during the COVID-19 pandemic; however, that option has been found unviable to serve as a temporary space. Other accommodations were allowed under the COVID-19 declared emergency phase for court proceedings during the pandemic that are no longer allowable since the lifting of the emergency declaration. The current lobby in the JCF is not large enough to serve as the court public waiting area. The gymnasium would require substantial improvements to achieve the needed acoustical and program requirements set by the court. New information technology infrastructure would have to be installed for the court to connect to their dedicated servers. Additional security would be needed to screen and transport the public to the temporary court space area.

The vacant modular buildings option was also not ideal due to construction, logistical issues, and safety factors. The modular option would require youth who are in custody be transported from a secure indoor space to an outdoor space. Transportation from the building to the outside could potentially compromise staff safety. The modular building would require extensive design and tenant improvements to achieve the needed court program. The timeline for design and securing the needed required approval of the design is also extensive.

The best option of the three explored is to hold the temporary court within the JHL in two large rooms and one small room currently being used as administration space by the courts. This court administration space is close to the existing public entrance. Public attending court proceedings could continue to use the current public entrance so existing security screening would continue to be used. The improvements would include a new secured door into the temporary court space from the housing units. The new secure door would achieve a safe transport of the youth from the housing unit to the temporary court. With the addition of the new secure door, security cameras, and new door to an existing interview room, the three rooms can safely function as public lobby, courtroom, and judge's chambers.

In addition, GSA recommends remodeling the existing restrooms to mitigate the findings in the County's Americans with Disabilities Act (ADA) Transition Plan. Staff recommend adding this scope of work to the overall court improvement project. During construction, modular ADA-compliant restrooms will be available for use by any public members attending proceedings in the temporary courtroom.

Upon completion of this phase, staff will return to the Board of Supervisors with recommendations to proceed, including approval of comprehensive plans and schedules to remodel the existing space, and a plan to ensure continuous operations of the current court proceedings.

**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. The County's Purchasing and Salvage Policy requires the Board of Supervisors to approve contracts whose value exceeds \$200,000 consistent with California Government Code Sections 25212 and 25502.5.

**FISCAL IMPACT:**

The County has assigned \$6 million in fund balance in the General Fund for this project. In order to minimize the impact to the General Fund, CEO staff will be working with Probation staff to identify any other special revenue sources that may be available to fund this project and will prioritize the use of special revenue to maintain the General Fund as the payor of last resort. The project has been professionally cost estimated and is within the \$6 million assigned funding at this time. Staff are recommending increasing the current project budget by \$275,000. Of this amount, approximately \$150,000 is needed for architectural services and \$125,000 is needed for professional services, including outside consultants and construction management services to deliver this phase of the project successfully. Upon completion of the design, staff will return to the Board of Supervisors with a comprehensive project budget for consideration and approval.

The recommended revised project budget includes an increase of \$275,000 over the existing budget of \$772,750, approved by the Board of Supervisors on January 30, 2024 (Resolution No. 2024-0034). The total recommended revised project budget of \$1,047,750, is detailed in the table below and will fund the administration and professional services costs to complete the project design.

<b>PROJECT COSTS</b>	<b>CURRENT BUDGET</b>	<b>REVISED BUDGET</b>	<b>INCREASE/ (DECREASE)</b>
Staff Salaries/Benefits	\$100,000	\$100,000	\$0
Professional Services	\$160,000	\$285,000	\$125,000
Architectural Services	\$502,750	\$652,750	\$150,000
Other Charges	\$10,000	\$10,000	\$0
<b>Total</b>	<b>\$772,750</b>	<b>\$1,047,750</b>	<b>\$275,000</b>

If approved, appropriations and revenue from Operating Transfers In will be increased by \$275,000 in the GSA Juvenile Justice Courtroom Improvement Capital Project and Operating Transfers Out will be increased by the same amount in the General Fund Contribution to Other Programs budget, as detailed in the attached budget journal.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of *Supporting a Strong and Safe Community* and *Delivering Efficient Public Services* by ensuring that the Probation Campus has a secure, temporary courtroom on-site to meet the needs of youth in the County's custody during the construction project.

**STAFFING IMPACT:**

There is no additional staffing impact associated with this item. This project will be successfully delivered by existing staff in the General Services Agency in collaboration with staff in the Probation Department.

**CONTACT PERSON:**

Andy Johnson, GSA Director/Purchasing Agent

Telephone (209) 525-4380

**ATTACHMENT(S):**

1. Budget Journal





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

DEPT: Aging and Veteran Services

BOARD AGENDA: 5.B.4  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

### **SUBJECT:**

Approval of the Four-Year 2024-2028 Area Plan for the Area Agency on Aging

### **STAFF RECOMMENDATION:**

1. Approve the Area Agency on Aging's Four-Year 2024–2028 Area Plan.
2. Authorize the Chairman of the Board of Supervisors to sign the Transmittal Letter to the California Department of Aging.

### **DISCUSSION:**

Area Agencies on Aging (AAAs) were created to administer programs funded by the Older Americans Act of 1965. AAAs are mandated to serve as visible and effective leaders and advocates for older adults within their scope of influence. In the last 60 years, the Older Americans Act has been updated to reflect the trends in the care and needs of the aging population. AAAs are required by Federal and State Law to submit an Area Plan every four years in a uniform format specified by the California Department of Aging (CDA). The report must describe AAAs efforts to identify the needs of older adults, adults with disabilities, and their caregivers. The Area Plan specifically incorporates changes in Older Americans Act legislation, its programs, and funding available. The Area Plan is a framework for how the AAAs will deliver Older Americans Act services, as well as coordinate accessible home and community-based systems of care for older adults, adults with disabilities, and their caregivers.

The Stanislaus County AAA is part of the County Department of Aging and Veterans Services and is known as Planning and Service Area (PSA) 30. The Stanislaus County AAA is the lead agency in the county for older adult advocacy, planning, program development, and providing local leadership in accomplishing Federal and State program goals. This includes monitoring the use of Federal and State funds for Older Americans Act programs and seeking ways to meet other needs and concerns of older adults by partnering with various agencies and organizations.

The four-year Area Plan process includes conducting a community needs assessment, the development of goals and objectives, a Service Unit Plan, and consultation with the local Commission on Aging (COA) that serves as the AAA Advisory Council, as outlined in the California Code of Regulations (CCR) 22 CCR § 7300 (a-e). The 2024-2028 Area Plan is intended to be in effect with the new fiscal year on July 1, 2024, and continue through June 30, 2028.

AAA staff and the COA will collaborate together with community partners to accomplish the goals and objectives as outlined in the Area Plan.

The Area Plan includes specific Goals and Objectives for older adults, caregivers, and adults with disabilities based on the local needs assessment conducted by the California Department of Aging (CDA), as well as known areas of need. The following is a summary of the key Goals and Objectives for the Stanislaus County AAA. AAA Staff and the Commission on Aging in collaboration with community partners will work together to accomplish the goals, objectives, and measurements as detailed in pages 24-32 of the attached Area Plan. There are three primary goals of the Area Plan as summarized below.

**Goal #1: Provide Ways to Reduce the Housing Burden and Provide Financial Resources for Older Adults, Caregivers, and Persons with Disabilities in Stanislaus County.**

Objectives to support this goal include the promotion of the Stanislaus Home Share project and rent subsidy payments facilitated through the Senior Advocacy Network; partnering with the Stanislaus Senior Foundation to assist older adults whose needs cannot be met through AAA programs; participation on the Senior Coalition of Stanislaus County to work on the County's implementation of the State Master Plan for Aging; and coordinating with the COA Housing Subcommittee to promote increased affordable housing and new innovative housing options for older adults. In addition, AAA and the COA will be participating with the Stanislaus Community System of Care, a 25-member council representing all major sectors of our community, to lead efforts to prevent homelessness for older adults and will be participating in the Community Services Agency Enhanced Care Management work groups to identify opportunities to assist older adults as part of California Advancing and Innovating Medi-Cal (CalAIM). The model of care includes several County and health care agencies with a "no wrong door" approach to accessing services.

**Goal #2: Promote Health and Well-Being for Older Adults, Caregivers and Persons with Disabilities in Stanislaus County.**

Objectives to support this goal include staff development of the Program to Encourage Active Rewarding Lives program known as PEARLS, which offers support and coaching for older adults suffering from loss and depression; requesting a resolution from the Board of Supervisors to declare the month of May as Older Americans Month; and promoting the Prevention and Early Intervention program known as PEI to local medical providers, social services, and other service providers, which provides peer counseling, peer friendly visitors, and counseling with a licensed clinical social worker.

**Goal #3: Provide Information and Assistance to Older Adults, Caregivers, and Persons with Disabilities in Stanislaus County.**

Objectives to support this goal include coordination with the Stanislaus Elder Abuse Multidisciplinary Team and Dependent Adults to conduct outreach events to increase awareness of elder abuse; working with the Senior Coalition of Stanislaus County to sponsor the Healthy Aging and Fall Prevention Summit on October 11, 2024; and promoting AAA programs through outreach events in coordination with other County departments with an emphasis on reaching older adults of various ethnic backgrounds and LGBTQ older adults. The AAA will create new social media accounts to announce

events and services associated with the AAA; and the AAA Health Information and Counseling Advocacy Program known as HICAP will coordinate with cities in the county to hold HMO Forums during open enrollment for Medicare.

#### **POLICY ISSUE:**

By approving the Four-Year 2024–2028 Area Plan, Stanislaus County will comply with the requirements of the Older Americans Act and the direction of the California Department of Aging and California Code of Regulations (CCR) 22 CCR§ 7304 (d), which states that Area Plans and annual updates shall be approved and signed by the chair of the AAA's governing board, the Director of AAA, and the chair of the Area Agency on Aging Advisory Commission, to be submitted to CDA no later than May 1 of the fiscal year preceding the fiscal year in which the Area Plan or annual plan updates are to take effect.

#### **FISCAL IMPACT:**

The Fiscal Year 2024-2025 Area Plan contract with CDA is projected to be \$3,137,373, of which \$2,266,059 will be utilized to provide direct services to seniors and caregivers by the AAA and \$315,285 is allocated for the administration and oversight of all Federal Older Americans Act Programs. This requires a County Match of \$285,047. The remaining \$556,029 will be contracted out with local service providers where the required match of \$34,286 will be met by the service providers either by cash or in-kind services. Estimated revenues and appropriations for these contracts will be included in the Department's 2025 Proposed Budget. Once the Area Plan contract is received from CDA, the Department will make budget adjustments to match the actual contract amount if needed in a subsequent budget cycle.

<b>Program</b>	<b>Contract Amount</b>	<b>County Match</b>	<b>Provider Match</b>
Area Plan – Direct Services	\$ 2,266,059	\$ 213,285	\$ 0
Area Plan – Administration Cost	\$ 315,285	\$ 71,762	\$ 0
Area Plan – Contracted Providers	\$ 556,029	\$ 0	\$ 34,286
<b>Total</b>	<b>\$ 3,137,373</b>	<b>\$ 285,047</b>	<b>\$ 34,286</b>

#### **BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Supporting a Healthy Community* by developing and seeking approval for the 2024–2028 Area Plan, making it possible to continue to provide critical services to older adults, adults with disabilities, and their caregivers of Stanislaus County.

#### **STAFFING IMPACT:**

Existing AAA staff, COA members, and community partners will provide services related to the development and implementation of the Area Plan.

#### **CONTACT PERSON:**

Margie Palomino, Director  
209-525-4601  
Aging and Veterans Services

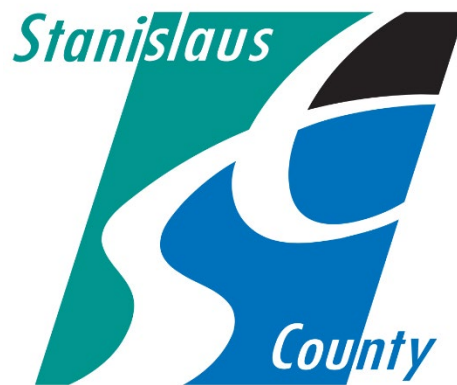
**ATTACHMENT(S):**

1. Area Plan 2024-2028

**STANISLAUS COUNTY**  
**Aging and Veterans Services**  
**Area Agency on Aging**

**Area Plan-July 1, 2024-June 30, 2028**

Margie Palomino, Director



Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

The Area Plan for the Stanislaus County Area Agency on Aging outlines the way that the funds from the Older Americans Act will be used to provide services for older adults, caregivers of frail elders, and persons with disabilities.

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PSA 30

## 2024-2028 4-YEAR AREA PLAN REQUIRED COMPONENTS CHECKLIST

To ensure all required components are included, “X” mark the far-right column boxes.  
Enclose a copy of the checklist with your Area Plan; *submit this form with the Area Plan  
due 5-1-24 only*

Section	Four-Year Area Plan Components	4-Year Plan
TL	Transmittal Letter – <i>Can be electronically signed and verified, email signed letter or pdf copy of original signed letter can be sent to areaplan@aging.ca.gov</i>	<input checked="" type="checkbox"/>
1	Mission Statement	<input checked="" type="checkbox"/>
2	Description of the Planning and Service Area (PSA)	<input checked="" type="checkbox"/>
3	Description of the Area Agency on Aging (AAA)	<input checked="" type="checkbox"/>
4	Planning Process & Establishing Priorities & Identification of Priorities	<input checked="" type="checkbox"/>
5	Needs Assessment & Targeting	<input checked="" type="checkbox"/>
6	Priority Services & Public Hearings	<input checked="" type="checkbox"/>
7	Area Plan Narrative Goals and Objectives:	<input checked="" type="checkbox"/>
7	Title IIIB Funded Program Development (PD) Objectives	<input checked="" type="checkbox"/>
7	Title IIIB Funded Coordination (C) Objectives	<input checked="" type="checkbox"/>
7	System-Building and Administrative Goals & Objectives	<input checked="" type="checkbox"/>
8	Service Unit Plan (SUP) and Long-Term Care Ombudsman Outcomes	<input checked="" type="checkbox"/>
9	Senior Centers and Focal Points	<input checked="" type="checkbox"/>
10	Title III E Family Caregiver Support Program	<input checked="" type="checkbox"/>
11	Legal Assistance	<input checked="" type="checkbox"/>
12	Disaster Preparedness	<input checked="" type="checkbox"/>
13	Notice of Intent to Provide Direct Services	<input checked="" type="checkbox"/>
14	Request for Approval to Provide Direct Services	<input checked="" type="checkbox"/>
15	Governing Board	<input checked="" type="checkbox"/>
16	Advisory Council	<input checked="" type="checkbox"/>
17	Multipurpose Senior Center Acquisition or Construction Compliance Review	<input checked="" type="checkbox"/>
18	Organization Chart	<input checked="" type="checkbox"/>
19	Assurances	<input checked="" type="checkbox"/>

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)



**TRANSMITTAL LETTER**  
**2024-2028 Four Year Area Plan**

Check one: ☒ **FY 24-25** ☐ **FY 25-26** ☐ **FY 26-27** ☐ **FY 27-28**

**AAA Name:** Stanislaus County Aging and Veterans Services

**PSA 30**

This Area Plan is hereby submitted to the California Department of Aging for approval. The Governing Board and the Advisory Council have each had the opportunity to participate in the planning process and to review and comment on the Area Plan. The Governing Board, Advisory Council, and Area Agency Director actively support the planning and development of community-based systems of care and will ensure compliance with the assurances set forth in this Area Plan. The undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their family caregivers in this planning and service area.

1. Mani Grewal

\_\_\_\_\_  
Chairman, Stanislaus County Board of Supervisors

\_\_\_\_\_  
Date

2. Martha Martin

Martha J. Martin  
President, Stanislaus County Commission on Aging

3/11/24  
Date

3. Margie Palornino

Margie Palornino  
Director, Aging and Veterans Services

3/11/2024  
Date

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

## **SECTION 1. MISSION STATEMENT**

As required by the Older Americans Act, Stanislaus County Area Agency on Aging commits to the following mission statements:

- ✓ To provide leadership in addressing issues that relate to older Californians, particularly to persons in Stanislaus County.
- ✓ To develop community-based systems of care that provide services which support independence within California's interdependent society, and which protect the quality of life of older persons and persons with functional impairments.
- ✓ To promote citizen involvement in the planning and delivery of services to older adults and persons with functional impairments.

### **~Local Mission Statement~**

Stanislaus County Area Agency on Aging has also adopted the following local mission statement:  
***To help Seniors and Veterans obtain services and benefits they need to live secure, healthy, independent lives.***

### **~Stanislaus County Core Values~**

- ✓ **We believe each person matters.**
- ✓ **We work every day to earn people's trust.**
- ✓ **We are good partners.**
- ✓ **We encourage innovation.**
- ✓ **We deliver results.**

These five core values are at the heart of the Stanislaus County Area Agency on Aging's mission to help older adults and Veterans obtain services and benefits to live secure, healthy, independent lives. Each person matters, regardless of age or disability. We make every effort to meet our clients with compassion, respect, and service to earn trust. Striving to mirror the county's mission to build community, we continuously work at partnerships with other agencies that serve the same population in order to bring people together and share in the journey. This highlights our determination to be good colleagues and teammates. In addition, we encourage creative solutions and innovation to deliver the best results to all older adults, their caregivers, and persons with disabilities.

## **SECTION 2. DESCRIPTION OF THE PLANNING AND SERVICE AREA (PSA)**

### **Geography**

Stanislaus County is located in Central California within 90 minutes of the San Francisco Bay Area, the Silicon Valley, Sacramento, the Sierra Nevada Mountains, and California's Central Coast. With approximately 564,404 people calling this area home, our community reflects a region rich in diversity with a strong sense of community. Two of California's major north-south transportation routes (Interstate 5 and Highway 99) intersect the area and the County has quickly become one of the dominant logistics center locations on the west coast.

Stanislaus County was established in 1854 and has a total land area of 1,494 miles.

There are nine incorporated cities within Stanislaus County: Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. Also, there are 13 unincorporated communities within the County: Denair, Empire, Grayson, Hickman, Keyes, Knights Ferry, La Grange, Monterey Park Tract, Riverdale Park Tract, Salida, Valley Home, Vernalis, and Westley.

Temperatures range from an average low of 38 degrees Fahrenheit in the winter to an average high of 85 degrees Fahrenheit during the spring and fall season. Temperatures move up into the 90's during the summer months with low humidity and cooling evening breezes from the San Joaquin Delta.

### **Economy**

Stanislaus County is a global center for agribusiness, positioned by its mild Mediterranean climate, rich soils, and progressive farming practices. The area is recognized internationally for agricultural innovation with milk, almonds, poultry, wine, cattle, and walnuts being some of our featured industries. Milk is the number one commodity, followed by almonds. Farmers in Stanislaus County export more than 133 commodities to 102 countries around the world.

Manufacturing continues to be an important employer sector in Stanislaus County. Some of the largest brands in the world can be found with operations here. The County is home to Blue Diamond Growers, Gallo and Bronco Wineries, Stanislaus Foods, Con Agra Foods, Foster Farms, Frito-Lay, Del Monte, Sciabica Olive Oil, and Sconza Candy Company.

The healthcare sector plays a major part in the County's economic engine as well. Tenet Healthcare, Sutter Health, and Kaiser Permanente have major facilities in Stanislaus County.

### **Other Points of Interest**

Higher education opportunities are available in Stanislaus County. Turlock is home to the California State University, Stanislaus (CSUS), offering more than 186 undergraduate majors, minors, and concentrations; 26 graduate programs (19 master's programs, six post-graduate credentials, and a doctorate in educational leadership); and more than 2,000 courses. As part of their Field Education Program, both CSUS nursing students and Master of Social Work (MSW) student interns have volunteered at the Area Agency on Aging (AAA), which enhances the learning opportunities for the students and benefits the AAA programs.

The Modesto Junior College (MJC) provides associate degrees as well as technical degrees and classes to assist persons in obtaining their GED. The College provides numerous classes to enhance various aspects of modern life for all ages and provides space for the Modesto Institute for Continued Learning (MICL). The programs available through MJC appeal to retirees, keeping

many older adults active and enjoying a good quality of life. These include bus trips, seminars with nationally known scholars as speakers, and personal improvement classes.

Other institutions located in Modesto are California Beauty College, Adrian's Beauty College, Humphrey's University, Brandman University, San Joaquin Valley College, and the Community Business College.

### Population Data

In 2023, it was estimated that Stanislaus County's total population was **564,404**. Based on the California Department of Aging Population Demographics from the Administration for Community Living, Aging Integrated Database, Stanislaus County is home to approximately **111,386 (or 20% of the total citizens) over the age of 60** who qualify for Older Americans Act services and programs. Other notable data:

- Approximately **41% of older adults over the age of 60 identify as part of a minority ethnic or racial group.**

White (Non-Minority)	65,645
Hispanic	30,619
Black	2,812
Asian/Pacific Islander	8,277
American Indian & Alaskan Native	831
Other	3,202

- Approximately **26% or 28,889 citizens over the age 60+ population are low income** and Medi-Cal eligible.
- An estimated **10% or 11,893 of 60+ minority groups are Medi-Cal eligible.**
- Anecdotal evidence indicates that there are more older adults whose income is below the standard set by the Elder Index, including many who are not considered to be part of a minority group.

### Planning and Service Area 30

The Stanislaus County Area Agency on Aging (AAA) is assigned as Planning and Service Area (PSA) 30, which is part of the California Department of Aging (CDA) and the statewide network of 33 Area Agencies on Aging. The Stanislaus County AAA is a division of the Stanislaus County Department of Aging and Veterans Services. The Veterans Services Office assists veterans and their dependents in obtaining federal, state, and local benefits such as housing, employment, and mental health services. Additionally, it assists older adults with VA claims for disability compensation, pension, survivor's benefits, and health care. The Veterans Service Office regularly refers older adult veterans to services through the AAA.

### Service System

The AAA continues to work on ways to be responsive to the needs of older adults, persons with disabilities, and caregivers. The use of multiple media platforms to include department and county websites, social media, social contacts, community events, and our current participants to increase program service awareness and spread the word about the services and references available through the AAA, to include all Older Americans Act (OAA) funded programs.

The Information & Assistance (I&A) staff continues to be the main resource for older adult services in the County. This includes the services that are funded by the OAA and many other services available through other agencies. The bi-lingual AAA staff has contracts with non-profit agencies for many of the Older Americans Act (OAA) services. These include:

- ✓ Congregate Meals: Providers for two sites-Turlock and Newman
- ✓ Homemaker Program: Contracted to Catholic Charities
- ✓ Long Term Care Ombudsman Program: Contracted to Catholic Charities
- ✓ Elder Abuse Prevention: Contracted to Catholic Charities
- ✓ Disease Prevention and Health Promotion: Contracted to the Healthy Aging Association
- ✓ Senior Law Project: Contracted to the Senior Advocacy Network

The AAA provides a number of OAA services directly to include:

- ✓ Information and Assistance (I&A)
- ✓ Outreach
- ✓ Case Management
- ✓ Congregate and Home Delivered Meals: Vendors provide meals and AAA administers the programs.
- ✓ Family Caregiver Support Program
- ✓ Health Insurance Counseling and Advocacy Program (HICAP)
- ✓ Cash/Material Aid

The Department of Aging and Veterans Services are neighbors to Adult Protective Services (APS), In Home Supportive Services (IHSS), and the Healthy Aging Association. The Healthy Aging Association whose mission coordinates with that of the AAA, benefits all the agencies with their services offered to older adults. All four agencies are located at the same address, adjacent to the Stanislaus Veterans Center in Modesto. Referrals to and from APS and IHSS have become easier through easy face-to-face interaction, in addition to MOU's that have been adopted for more effective information sharing.

To meet the needs of seniors in rural areas as well as those with cultural challenges, AAA-contracted service providers work throughout the county. Congregate meals are available in rural Newman to the south, Patterson to the west, Waterford to the east, and Oakdale to the northeast, as well as cities more centrally located. These include Modesto, Ceres, and Turlock. In the rural, mostly Hispanic community of Grayson, a "Young at Heart" older adult exercise class is taught in Spanish and is followed by lunch from the Senior Meals Program. HICAP bilingual staff members have visited Grayson and Patterson to bring information about their services. Catholic Charities, the contracted provider for the Homemaker, Elder Abuse and Long-Term Care Ombudsman programs serves older adults throughout the county. The Family Caregiver Support Program assists caregivers in and from all areas of the county as well. The AAA staff, to include the Information & Assistance (I&A) and Health Insurance Counseling Program (HICAP) staff, often visit various places in the county, both urban and rural, with information about the AAA services. All programs make referrals to other agencies as needed. If older adults call Information & Assistance (I&A) from outlying areas, there is a statewide toll-free number for them to access the I&A information line.

The AAA staff participates in several older adult events and community festivals during the spring, summer, and fall. Information is available in Spanish and English, with brochures from a wide variety of agencies beyond the providers of AAA services. In addition, the AAA continues to work on collaboration with the Central California LGBTQ+ collaborative, who presents periodic training to AAA staff and are encouraged to attend events and provide information to older adults. Each year a Senior Information Day is held in partnership with the Stanislaus County Library. The AAA hosts an outdoor information fair, in conjunction with the Modesto Farmer's Market. The event includes vendors, refreshments, and raffle prizes. Along with a plethora of information, 200-500

Farmer's Market Coupons are distributed, valued at \$50.00 each. Stanislaus Elder Abuse Prevention Alliance also hosts Information events in Turlock, Modesto, Newman, Riverbank and Oakdale, involving members of the extended local communities. The Senior Community Services Employment Program (SCSEP) has participants from all areas of the county.

AAA staff recently partnered with the Family Resource Centers located in rural and lower income areas of the county to provide information about senior services. The Homemaker, Family Caregiver, and Meals Programs are all successful in reaching older adults who need assistance in one or more areas to remain independent in their homes and communities. The AAA staff is active in assisting providers of these programs to find other sources of funding beyond the money available through the Older Americans and Older Californians Acts. Expanding these programs will make it possible for low and moderate income older adults to remain in their homes as long as possible. Toward that end, the AAA staff has offered the services of a grant writer to assist providers in applying for other sources of funding.

The Senior Coalition of Stanislaus County is comprised of a group of agencies working in collaboration to enhance the physical, mental, and social well-being, while reducing fall risk for older adults and persons with disabilities. The Senior Coalition is funded by the SCAN Foundation and is a regional coalition under the California Collaborative for Long Term Services and Supports. Sponsored by Healthy Aging Association and the Area Agency on Aging, it is a community effort through advocacy, education, coordinated services and best practices for independence. AAA staff and Commission on Aging members have been active participants along with the Healthy Aging Association, the Disability Resource Agency for Independent Living (DRAIL), local hospitals, representatives from in-home health care companies, health insurance companies to include local health plans, the In-Home Supportive Services, Public Authority, Adult Protective Services (APS), Catholic Charities, and the County Behavioral Health and Recovery Services department. The Coalition members are seeking ways to better coordinate care to assist all older adults, regardless of their financial status. Information about available services and the means to access those services continues to be the priority for all participants in the Coalition. One example of this is the *Fall Prevention Resource Guide* that the Senior Coalition compiles. It is a useful tool to assist older adults with resources to prevent falls and enhance service delivery.

Service delivery is not possible without the assistance of transportation. Transportation for older adults in Stanislaus County is supported by Stanislaus MOVE Transportation Agency who provides assisted transportation for older adults and persons with disabilities. The staff of MOVE assists older adults and persons with disabilities to understand the fixed bus route and paratransit systems in addition to travel training which trains them on the fixed route system. MOVE provides ADA paratransit eligibility, coordinates a volunteer driver program known as Bridges for mileage reimbursement; and also supports homebound veterans through their VetsVan program. VetsVan utilizes volunteer drivers to transport homebound and disabled veterans to the Veterans Clinic in Modesto and VA facilities that are difficult to get to in the San Francisco Bay Area, including Livermore and Palo Alto. The goal of MOVE Stanislaus is to empower older adults to improve their lives by finding the most appropriate mode of transportation to suit their needs.

The Multipurpose Senior Services Program (MSSP) has been part of the AAA for over 14 years. MSSP is an intensive case management program for low income, medically fragile seniors, 65 years of age and older. The MSSP case management team is comprised of social workers and a Registered Nurse. MSSP coordinates with the participant and their family to determine what services are needed in order to stay at home as safely and independently as possible. The following types of services and supports can be provided and referred by MSSP: Support and



advocacy, medical equipment, transportation, home health services, communication devices, minor home safety equipment, and money management. The program's goal is to provide additional services and supports to aid participants in remaining in their own homes and preventing unnecessary institutionalization.

For the last 20 years the AAA, Healthy Aging Association, and Kaiser Permanente have partnered to sponsor the annual Healthy Aging and Fall Prevention Summit, held every October. The Summit is a much-anticipated free event that provides free health screenings to anyone over the age of 55, including balance testing, cholesterol and blood pressure checks, diabetes, hearing and visual tests, bone density, skin health assessments, foot care, and depression screening. COVID-10 booster, flu and pneumonia shots are a regular feature. In addition, over 75 vendors provide free information about a variety of health-related services. Featured speakers have given seminars on depression, oral care, and living with diabetes. For the past several years the Second Harvest Food Bank has distributed fresh fruits and vegetables to the first 500 participants. An average of 1,200 older adults and caregivers have participated each year. The 2023 Summit was in-person after 3 years being virtual and drive-thru. The next Summit will be in October 2024.

The Stanislaus Elder Abuse Prevention Alliance (SEAPA) includes a group of staff and volunteers from Catholic Charities, the AAA, law enforcement, APS, care facilities, the Commission on Aging, clergy, and municipal offices in various communities to work together informing the public about elder abuse and methods of prevention. SEAPA members sponsor and participate in specific elder abuse prevention events, as well as in other health care events.

The Stanislaus Senior Foundation was established to raise funds to meet the needs of older adults that cannot be met from other sources. Over the past several years the AAA has coordinated with APS and other community agencies to assist older adults who were facing eviction, the disconnection of utility services, or those who may need assistive devices. The AAA staff refers each request to the Senior Foundation, who determines eligibility. Funds from the Foundation have also been used to enhance the quality of life for low-income older adults by providing holiday gift baskets. AAA staff, members of the Commission on Aging, and staff from other agencies volunteer their time to coordinate these efforts and to plan the fundraisers that make their assistance possible.

### **SECTION 3. DESCRIPTION OF THE AREA AGENCY ON AGING (AAA)**

Formed in 1980, the Stanislaus County Area Agency on Aging (AAA) division of the Aging and Veterans Services Department has been an integral part of the community for over 40 years and is committed to meeting the many needs of all older adults in Stanislaus County. The AAA has a reputation among service organizations as being the lead agency in responding to needs on behalf of all older adults, adults with disabilities, and their caregivers.

The AAA Advisory Council in Stanislaus County is the Commission on Aging. (COA) The COA is apprised of 21 members; Two members from each of Stanislaus County's 5 districts are appointed by the corresponding Supervisor. The other 11 members are Representatives At Large. They are applicants who are interviewed by the COA Membership Committee and voted upon by the larger council. Several Commission on Aging members also represent sub-groups listed to include caregivers, minority, disabled, low-income, and LGBTQ+ older adults.

Some of the ways the AAA carries out its role as a leader on aging issues is through its involvement in inter-agency collaboration. Promoting involvement of older individuals, adults with disabilities, and their caregivers in developing community-based systems of care also involves the Commission on Aging. In addition, the AAA remains the hub for older adult services through its main senior information line, which is essential to connect older adults to the community-based systems of services.

- AAA staff is active in the Senior Coalition of Stanislaus County. The Coalition members meet monthly to exchange ideas, collaborate with other agencies serving older adults, engage with local health plans to network about advocacy opportunities, and continue dialogue to create community-based systems of care for older individuals, adults with disabilities, and caregivers in Stanislaus County. One major focus for the members of the Coalition is participating in the governor's task force designing the Master Plan for Aging. The Senior Coalition was the first Stanislaus County entity to initiate a focus group and plan events to advocate for a local Master Plan for Aging playbook.
- The AAA staff coordinates a semi-monthly meeting called the Serving Our Seniors (SOS) Network. This meeting is open to anyone that provides services for older adults and persons with disabilities. The regular group includes staff from non-profit agencies, In-home health agencies, long term care facilities, service organizations, government agencies, veterans organizations, social workers from local health plans, companies that offer goods and services to older adults, and AAA staff. The meeting is used as a forum to publicize events and outreach opportunities, and network between the various groups to improve service and care to older adults, caregivers, and persons with disabilities.
- The Stanislaus Elder Abuse Prevention Alliance (SEAPA) provides seminars, outreach events, and other training opportunities for older adults, persons with disabilities, and caregivers regarding known abuse and how to avoid becoming a victim. The AAA staff continues to assist with the planning of seminars and outreach events, working with the other agencies and interested persons to help all citizens understand the ways that older adults can be abused. In response to the increase in scams that target older adults, APS staff, AAA staff, the Senior Advocacy Network, and the SEAPA coordinator have launched new advertising campaigns highlighting specific scams. Information has been made available to point older adults to the means to receive help when faced with a scam.



- Mental Health Services for Older Adults continue to be an emphasis for the AAA. A successful contract continues between the AAA and the Stanislaus County Behavioral Health and Recovery Services department to conduct programs for preventing and alleviating depression in older adults. Prevention and Early Intervention (PEI) programs fall under the umbrella of Project Hope. These programs are free for adults 60 years of age or older. Social workers and volunteers assess and assist older adults in their homes with emotional support as they work through major life changes. Participants can receive individual peer counseling or counseling from a licensed clinical social worker who can also connect them to extended services. The Project Hope Friendly Visitor Program pairs specially trained volunteers with isolated or home bound older adults for visits a few times per month. This program was especially valuable during the COVID-19 pandemic where volunteers stayed connected with isolated older adults via phone during a challenging health crisis.
- Post-pandemic, there has been increased mental health awareness, especially in isolated older adults not being able to participate in outside activities. In response, the AAA received grant funding from the Mental Health Services Oversight and Accountability Commission to begin the Program to Encourage Active, Rewarding Lives (PEARLS). The grant was awarded in 2023 so that older adults aged 60 or older who are at risk for or have minor depression can be referred to this program. They can receive one-on-one coaching in their homes or other accessible community settings over the course of four to five months. The goal of the PEARLS program is to empower older adults by teaching them skills necessary to act and make lasting life changes to reduce depressive symptoms. Ultimately, the hope is that they can lead more active and rewarding lives.
- In March 2023 the AAA organized and hosted the first county-wide free Family Caregiver Wellness Retreat. Held at the Stanislaus Veterans Center, it was a successful day designed for caregivers to rejuvenate, reconnect, and refocus. Department staff collaborated with 8 community partners, 22 vendors/community organizations, 7 California State University at Stanislaus nursing student interns, and the California College of Barbering & Cosmetology, to serve approximately 40 unpaid caregivers. In addition to the keynote speaker who authored a book on caregiving, caregivers had the option to attend classes on yoga for stress relief, body mechanics, and legal education. In addition, they received free breakfast and lunch, earned prizes, gained resources, and received free hairstyling, cuts, and manicures. Respite home care was also provided free of charge upon request. The service to caregivers provided an opportunity for community partners to serve older adults with empathy and teamwork, which created a beautiful cross-generational experience. It is a AAA objective to continue these caregiver retreats and trainings.
- The AAA compiles a Caregiver Resource Guide, listing various levels of assistance with doing the important role of caregiving. It was developed to assist caregivers of older adults and persons with disabilities throughout Stanislaus County and also be a resource to caregivers who may live out of the area.
- The AAA has been a member of a Local Implementing Agency with the CalFresh Healthy Living (formerly SNAP-Ed) program for over five years. During that time, AAA staff has participated in planning programs that will help low-income older adults develop effective shopping and cooking techniques, as well as ways to become more physically active. The programs have been contracted to the Healthy Aging Association who have incorporated the guidelines and curriculum of the CalFresh Healthy Living program into their programs.

Healthy Aging's Go Green for Seniors Green Bag program partners with Second Harvest to distribute fruits and vegetables in conjunction with a presentation using CalFresh curriculum to provide information about healthy eating habits in six locations throughout Stanislaus County. In addition, they encourage consistent exercise with Young at Heart strength training classes at eight CalFresh Healthy Living qualified sites, to include the outlying rural area class in Spanish. Healthy Aging has facilitated walking groups, walking routes, and newly instituted line dancing classes. The line dancing classes have been a popular addition and include a simple healthy recipe and a food sample for participants to take home.

- In addition to being the contracting agency for the CalFresh Healthy Living program, Healthy Aging Association has been the contracting agency for the Title IIID Health Promotion Program for over 20 years. They provide Tai Chi and Tai Ji Quan classes in 2 locations, as well as the Matter of Balance Program. Healthy Aging Association also administers the Dignity at Home Fall Prevention Program. The Dignity at Home program provides free fall prevention outreach, education, and in-home environmental assessments to qualifying older adults aged 60 and older or persons with disabilities who are at risk of falling. Fall Prevention funding has allowed for Healthy Aging Association to sub-contract with Home Safety Services to provide minor home modifications to reduce the number of debilitating falls suffered by older adults in Stanislaus County. This cross-collaboration has greatly enhanced the Title IIIB Case Management as well as the Title IIIE Family Caregiver Program.

## **SECTION 4. PLANNING PROCESS & ESTABLISHING PRIORITIES**

The Stanislaus County Area Agency on Aging (AAA) offers many opportunities for public involvement and input into the planning process and establishment of priorities. The planning process includes the community needs assessment, Commission on Aging advisory council meetings, public hearings, Stanislaus County Board of Supervisor meetings, staff feedback from current provider organizations, staff input from associated agencies, members of the general public, and feedback provided by current consumers accessing our programs and services.

The Stanislaus County Board of Supervisors Meeting allows for public comment. These meetings are generally held two Tuesdays per month. Any issues related to aging services are relayed to the AAA.

The Stanislaus County Commission on Aging holds meetings every month and are publicly noticed according to the Brown Act. Current agendas are provided in advance to all Commission members and service providers. These meetings not only provide opportunities for public input but are also a venue for presentations on topics ranging from housing, healthcare, caregiving, and transit needs. These meetings are the primary means of disseminating information from the AAA administrative team to the public on older adult matters, structuring of programs and services, budgetary updates, and regulatory and legislative issues.

For this four-year planning cycle, a Community Assessment Survey for Older Adults (CASOA) was mailed through a random sample to older adults throughout the county. Following the random sample, any older adult could take the survey online. Since the survey was designed and results were collected through a CDA contract with POLCO, a direct link to the survey was also distributed through the Stanislaus County website and several group email lists. Flyers and advertisement for the online portion of the survey was conducted through the Home Delivered Meals program, Long-Term Care Ombudsman, Homemaker Program, MOVE Stanislaus transportation programs, Senior Law Project, Veterans Services Office, Healthy Aging Association Green Bag program, and various social media sites. Commission on Aging members also distributed the survey link to senior centers and other older adults in their five districts, including the groups they represent on page 78, including low-income, disabled, and LGBTQ+ older adults.

The results of the Community Assessment Survey for Older Adults and requests from the Information and Assistance Program are used to plan programs beyond the OAA contracted services and enhance the current services in Stanislaus County. Using input from the organizations and agencies, various narrative objectives have been designed to support four broad goals:

1. Provide ways to reduce the housing burden and provide financial resources for older adults, caregivers, and persons with disabilities.
2. Promote health & well-being for older adults, caregivers, and persons with disabilities.
3. Provide Information and Assistance to older adults, caregivers, and persons with disabilities.
4. Provide services to family caregivers that will support them in their caregiving role, allowing the care receiver to receive safe, healthy, and quality care in their own homes.

A recurring theme from the survey was that the information about services for older adults is not as widely known by the general public as expected. The AAA staff will work closely with the public and continue outreach efforts to find ways to meet the expressed needs.

The process to determine the adequate proportion for use of Older Americans Act Title IIIB funds includes considerations resulting from the various ways that needs have been determined. Data from calls to the Information and Assistance phone line, the Community Needs Assessment, and feedback from providers and consumers, have been the main means used to determine how to best allocate the Older Americans Act funding. In the Access category, funds will be spent for Case management, Information and Assistance, and Outreach. For In-Home (Supportive) Services, the AAA funds were used for the Homemaker Program. For Legal service, the AAA contracts with the Senior Advocacy Network to provide legal services, including a close relationship with the Long-Term Care Ombudsman and Adult Protective Services Programs.

### **Economic and Social Priorities:**

Because the AAA participates in the CalFresh Healthy Living Program, contracted with the non-profit Healthy Aging Association, opportunities to reach federally designated priority populations increase each year. These guidelines allow the AAA to reach older adults who face the greatest economic need across Stanislaus County. Some of these priorities focus on addressing racial equity, serving veterans, and members of immigrant communities, according to federal CalFresh Healthy Living guidelines. In 2023, a Young at Heart strength training class was started at the Turlock American Legion and a Line Dancing class was started at the Stanislaus Veterans Center to reach veterans as a priority population.

In addition, the AAA will continue to provide information in both English and Spanish, focusing on outreach in rural areas, especially through other programs, social workers who do in-home assessments, Dignity at Home Fall Prevention, and home delivered meals in outlying areas of Stanislaus County.

The AAA collaborates with Stanislaus County Health Services Agency to participate in the county Community Health Improvement Plan (CHIP) by participating in action workgroups for chronic disease, housing and homelessness, and communicable disease. Through this collective work and involvement, the AAA continuously seeks to prioritize outreach and discover ways to serve and meet the needs of older adults in the LGBTQ+ community, persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions. In addition, the AAA partners with Community Impact Central Valley (CICV) HIV programs as well as Stanislaus Health Services Agency for AIDS Case Management (ACM).

## **SECTION 5. NEEDS ASSESSMENT & TARGETING**

The California Department of Aging sponsored and funded research, contracting with the National Research Center (NRC) at Polco to conduct a needs assessment for Planning and Service Areas (PSA's) across the state. In order to develop their Area Plans, PSA's conduct needs assessments at least every four years. The Community Assessment Survey for Older Adults (CASOA) was developed by NRC and customized for the State of California Department of Aging to provide an accurate, affordable, and easy way to access and interpret the experience of older adults in communities across the state.

The CASOA instrument in Stanislaus County was designed with official Stanislaus County Department of Aging and Veterans Services graphics, contact information, and signatures on survey mailing materials. It included questions related to overall quality of life, characteristics of the community, perceptions of safety, and many different needs common to older adults. The survey became available on 8/14/24 with results delivered 11/9/23. Data from this survey will be used to broaden Area Plan goals and objectives in Stanislaus County. The target population for this survey was residents aged 55 years or older in households within Stanislaus County Department of Aging and Veterans Services boundaries.

A random selection of Stanislaus County records was used for the sampling frame from households with a high likelihood of having a resident age 55 years or older. Lists were compiled from marketing firms based on various data sources to include warranty information, voting lists, and more. In addition to the random sample "probability" survey, an open participation survey was conducted online, in which all older adults aged 55 years or older were invited to participate, following the random sampling. The online survey remained open for an additional 3 weeks. Stanislaus County Aging & Veterans Services posted notifications about both survey opportunities in English and Spanish. Information, flyers, and postcards about the CASOA were distributed through several social media platforms, websites, program mailings, emails, and networking groups that serve older adults. In addition, the AAA issued postcards to the Commission on Aging Advisory Council with both random and open participation survey opportunities to deliver to their five county districts and sub-groups of older adults.

Efforts were made through the CASOA to target older adults in the greatest social and economic need. Homebound older adults were notified through the home-delivered meals program, congregate meal sites, senior centers, public service announcements, and sub-groups represented by the Commission on Aging.

### **Data Collection:**

There was a general goal of 10-12% response rates for each PSA in this statewide effort. It can be hard to predict response rates, as many factors can contribute to them, and on statewide efforts like these, it's harder to make residents aware of the survey effort as a whole. Stanislaus County achieved an overall response rate of 11.5%, achieving the goal range.

More important than the response rate is the margin of error. Stanislaus County had a margin of error of  $\pm 5$  percentage points at a 95% confidence level, meaning that if the survey were repeated many times, the results would be within 5 percentage points of the true population value about 95% of the time. Margin of error is a way to express the accuracy and reliability of survey results, considering the inherent variability that comes with using a sample rather than surveying the entire

population, and a 5% margin of error falls on the lower side of the 5-7% range aimed for as an industry standard for accuracy.

## **Findings:**

### Overall response rate: 11.25%

- 3200 surveys mailed.
- 3,164 surveys received by residents (unreturned)
- 379 combined responses from probability survey & open participation
- Largest challenges: *Housing, Healthcare, and Finances*

### Key Findings in 6 Domains:

1. Community Design (17 aspects of livability)
  - Positive scores:
    - Mobility 54%.
    - Safety 51%.
    - Community Inclusivity 47%
  - Greatest need for improvement scores:
    - Independent Living 17%.
    - Information on Older Adult Services 17%.
    - Housing 20% (Overall 55% of older adult residents in the region reported experiencing housing needs)
2. Employment and Finances
  - Positive scores:
    - Overall economic health of community 43%.
  - Need for improvement/challenges:
    - Cost of Living 13%
    - Employment Opportunities 18% (52% older adults reported financial challenges and 32% reported employment needs).
3. Equity and Inclusivity
  - Positive scores: Overall sense of community and neighborliness 48%
  - Need for improvement:
    - Inclusion 27% reported challenges.
    - Equity: 12% reported challenges
4. Health and Wellness
  - Health-related problems were some of the most common challenges listed by older adults in the survey with 51% reporting physical health challenges and 37% reporting mental health challenges. Healthcare was also a challenge for about 54% of older residents.
5. Information and Assistance
  - Positive scores:
    - Overall services provided to older adults rated as excellent or good by 41% of survey respondents.
  - Need for improvement.
    - 45% of older adults were found to have information access challenges.
6. Productive Activities
  - Positive scores:

49% of older adults had excellent or good opportunities to volunteer, and 42% participated in some kind of volunteer work.

- Need for improvement/challenges:

- Civic engagement 37%
- Social engagement 36%
- Caregiving 21%

Note: 37% of older adults provide caregiving to individuals 55 and older, 18% to individuals 18-54 and 22% to individuals under 18.

## Concluding Needs:

Through the Community Assessment Survey for Older Adults, more than 40 challenges commonly facing older adults were assessed by respondents. These challenges were grouped into 15 larger categories of needs. In Stanislaus County, the top 3 challenges under the 15 larger categories were:

- 1- Housing
- 2- Finances
- 3- Health and Wellness

At least 55% of older residents reported at least one item in these categories as a major or moderate problem in the 12 months prior to taking the survey. Additionally, approximately half of surveyed older adults were found to have information access challenges.

The AAA will address these needs in our Area Plan goals and objectives for 2024-2028. Knowledge and information are the base of access to services such as housing and financial assistance, which are primary challenges. Included in health and wellness will be encouraging older adult independence. Addressing physical aspects of daily living can help older adults be healthier, prevent falls, and stay independent as long as possible.

The Stanislaus County Area Agency on Aging is committed to reaching, serving, and prioritizing older adults with the highest economic and social needs. As mentioned throughout Sections 1-4, this includes population subgroups to address low income, limited English speaking, rural residents, and LGBTQ+ older adults.

*A larger copy of the needs assessment will be posted on the Stanislaus County Aging & Veterans website and also available upon request.*



**SECTION 6. PRIORITY SERVICES & PUBLIC HEARINGS****2024-2028 Four-Year Planning Cycle****Funding for Access, In-Home Services, and Legal Assistance**

The CCR, Article 3, Section 7312, requires the AAA to allocate an “adequate proportion” of federal funds to provide Access, In-Home Services, and Legal Assistance in the PSA. The annual minimum allocation is determined by the AAA through the planning process. The minimum percentages of applicable Title III B funds<sup>2</sup> listed below have been identified for annual expenditure throughout the four-year planning period. These percentages are based on needs assessment findings, resources available within the PSA, and discussions at public hearings on the Area Plan.

Category of Service and the Percentage of Title III B Funds expended in/or to be expended in FY 2024-25 through FY 2027-2028

**Access:**

Transportation, Assisted Transportation, Case Management, Information and Assistance, Outreach, Comprehensive Assessment, Health, Mental Health, and Public Information

2024-25 **41.7** %                      25-26 \_\_\_\_\_ %                      26-27 \_\_\_\_\_ %                      27-28 \_\_\_\_\_ %

**In-Home Services:**

Personal Care, Homemaker, Chore, Adult Day / Health Care, Alzheimer's, Residential

2024-25 **21.9** %                      25-26 \_\_\_\_\_ %                      26-27 \_\_\_\_\_ %                      27-28 \_\_\_\_\_ %

**Legal Assistance Required Activities:<sup>3</sup>**

Legal Advice, Representation, Assistance to the Ombudsman Program and Involvement in the Private Bar

2024-25 **23.8** %                      25-26 \_\_\_\_\_ %                      26-27 \_\_\_\_\_ %                      27-28 \_\_\_\_\_ %

Explain how allocations are justified and how they are determined to be sufficient to meet the need for the service within the PSA:

Responses from the Community Assessment Survey for Older Adults showed a significant need to inform older adults about the varied services available through the AAA and other agencies. In addition to the issue of getting information. Though the Information and Assistance (I&A) brochure is distributed widely at various events and through multiple agencies, many older adults are unaware of the details about the services listed in it. It is believed that the services are not sought until a need is identified. The AAA staff will work on finding other ways to convey to the public about available services. The Information office at the AAA has received inquiries from older adults who did not qualify for MSSP or other case management programs. Referrals to the Case Management Program have illustrated the need for this service to continue in the coming years.

**In-Home Services:**

The Community Assessment Survey for Older Adults also indicated that many older adults had some degree of difficulty doing light and heavy housework. Homemaker services will continue to be the focus for services in this category. The I&A staff frequently receives requests for assistance



with various kinds of housework from older adults, persons with disabilities and caregivers. The staff has been able to refer consumers to community services that assist them in finding help that goes beyond light housework. The AAA staff will continue to foster community involvement with the needs of older adults.

Legal Assistance:

Survey respondents also stated getting legal assistance could be a problem. The contractor for the Senior Law Project has maintained a Memorandum of Understanding with the contractor for the Ombudsman Program, as required. The contractor also has a contract with the Adult Protective Services Department, primarily executing restraining orders. The Senior Law Project staff will continue to do outreach to assist older adults.

**PUBLIC HEARING:** At least one public hearing must be held each year of the four-year planning cycle. CCR Title 22, Article 3, Section 7302(a)(10) and Section 7308, Older Americans Act Reauthorization Act of 2020, Section 314(c)(1).

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English? <sup>4</sup> Yes or No	Was hearing held at a Long-Term Care Facility? <sup>5</sup> Yes or No
2024-2025	March 11, 2024	Stanislaus Veterans Center	18	No	No
2025-2026					
2026-2027					
2027-2028					

**The following must be discussed at each Public Hearing conducted during the planning cycle:**

1. Summarize the outreach efforts used in seeking input into the Area Plan from institutionalized, homebound, and/or disabled older individuals.

The Community Assessment Survey for Older Adults was promoted to reach all OAA provider homebound and disabled clients. Two of the agencies who received a copy of the Area Plan are from the agency that holds the contract for the Long-Term Care Ombudsman program. There were no other outreach activities for persons in care facilities. The Community Assessment Survey was also promoted to homebound older adults who receive home delivered meals as well as through the Disability Resource Center.

2. Were proposed expenditures for Program Development (PD) or Coordination (C) discussed?

☒ Yes. Go to question #3

☐ Not applicable, PD and/or C funds are not used. Go to question #4

3. Summarize the comments received concerning proposed expenditures for PD and/or C:  
There were no questions or comments regarding PD or C funds.

4. Attendees were provided the opportunity to testify regarding setting minimum percentages of Title III B program funds to meet the adequate proportion of funding for Priority Services

☒ Yes. Go to question #5

☐ No, Explain:

5. Summarize the comments received concerning minimum percentages of Title IIIB funds to meet the adequate proportion of funding for priority services:

No comments were received.

6. List any other issues discussed or raised at the public hearing:  
Commission on Aging members expressed concern regarding the low number of responses to the Polco Community Assessment Survey for Older Adults.

7. Note any changes to the Area Plan that were a result of input by attendees:  
There were no changes to the Area Plan as a result of input by attendees.

<sup>4</sup> A translator is not required unless the AAA determines a significant number of attendees require translation services.

<sup>5</sup> AAAs are encouraged to include individuals in LTC facilities in the planning process, but hearings are not required to be held in LTC facilities.

**SECTION 7 - Area Plan Narrative Goals and Objectives****PSA 30****Goal # 1**

**Goal: Provide ways to reduce the housing burden and provide financial resources for Older Adults, Caregivers, and Persons with Disabilities in Stanislaus County.**

**Rationale: Results of the Community Assessment Survey for Older Adults showed that housing access, cost, in addition to finances for older adults, is an increasing challenge.**

	<b>Projected Start and End Dates</b>	<b>Title IIIB Funded PD or C</b>	<b>Update Status</b>
<p><b>Objective 1.1:</b> The AAA will promote and market the Stanislaus Home Share project facilitated through the Senior Advocacy Network. Data will be collected regarding potential homeowners and renters and information distributed through local aging services networks and program participants. The Home Share program is not OAA funded.</p> <p><u>Outcome:</u> Older adult housing seekers and homeowners will have increased awareness and opportunity for affordable rent and supplemental income respectively, through home sharing.</p> <p><u>Measurement:</u> Number of home share enrollments and number of calls/contacts.</p>	7/1/24-6/30/25	C	
<p><b>Objective 1.2:</b> The AAA will provide rent subsidy payments to rent-burdened older adults over age 60 who are on a fixed or limited income. This program facilitated through Senior Advocacy Network is not OAA funded.</p> <p><u>Outcome:</u> To assist older adults who are rent-burdened due to their fixed or limited income.</p> <p><u>Measurement:</u> Number of older adults awarded subsidies.</p>	7/1/24-6/30/25	C	

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

**Objective 1.3:**

The AAA staff and Commission on Aging members will partner with the Stanislaus Senior Foundation, a non-OAA funded organization, to assist older adults whose needs cannot be met through other programs. The AAA staff will assess the needs and refer their recommendation to the Foundation members to provide the appropriate assistance.

Outcome: Low-income older adults will receive assistance and relief to remain independent and/or gain a better quality of life as long as possible.

Measurement: The number of older adults that are referred by AAA staff to the Stanislaus Senior Foundation and number who received assistance.

7/1/24-6/30/25

C

**Objective 1.4:** The AAA staff will participate as a member with the Senior Coalition of Stanislaus County to work on the Master Plan for Aging to develop a local Playbook, addressing the five bold goals with an emphasis on housing and caregiving. Coordination will involve providing data, participation in special events, and coordinating services with organizations that do not receive OAA funds.

Outcome: Members of the Coalition will coordinate to act in our community to develop housing access strategies for older adults and caregivers in Stanislaus County.

Measurement: The variety of service providers in the Coalition and the number of events/services available to older adults and caregivers.

7/1/24-6/30/25

C

<p><b>Objective 1.5:</b> The AAA staff will coordinate with the Commission on Aging (COA) Housing Subcommittee to help promote increased affordable housing and new innovative housing options for older adults as a homelessness prevention intervention. Coordination will involve investigating potential options and assessing the needs of older adults. The Commission on Aging does not receive OAA funds.</p> <p><u>Outcome:</u> Older adults will have access to affordable housing information.</p> <p><u>Measurement:</u> Number of events that committee members attended to speak to public officials or advocate for older adult housing.</p>	7/1/24-6/30/25	C	
<p><b>Objective 1.6:</b> The AAA staff or COA members will participate in the Stanislaus Community System of Care (StanCSOC), a 25-member council representing all major sectors of our community, which was established to lead efforts to prevent homelessness. The AAA staff will help to manage services with CSOC organizations including County departments, housing providers and community organizers. None of the other partners receive OAA funds.</p> <p><u>Outcome:</u> Older adults will move from homelessness to transitional housing to permanent housing, aided by AAA staff.</p> <p><u>Measurement:</u> The number of older adults aided by the partners.</p>	7/1/24-6/30/25	C	
<p><b>Objective 1.7:</b> The AAA staff will participate in the Community Services Agency Enhanced Care Management (ECM) work groups, part of CalAIM. The model of care includes several county and health care agencies with a “no wrong door” approach to accessing services.</p> <p><u>Outcome:</u> Enhanced coordination of care and service navigation.</p> <p><u>Measurement:</u> The number of older adults referred to ECM.</p>		C	

## Goal # 2

**Goal: Promote Health & Well-Being for Older Adults, Caregivers, and Persons with Disabilities in Stanislaus County.**

**Rationale: The responses on the Community Assessment Survey for Older Adults included concerns about basic physical aspects of daily living, in addition to mental health challenges. Addressing these concerns and seeking ways that can help people be healthier can help older adults stay as independent as possible.**

	Projected Start and End Dates	Title IIIB Funded PD or C	Update Status
<p><b>Objective 2.1:</b> The AAA staff will develop the Program to Encourage Active, Rewarding Lives, (PEARLS) program, which is non-OAA funded, to support, coach, &amp; empower older adults suffering loss and depression, by teaching them skills necessary to act and make lasting changes so they can lead more active and rewarding lives.</p> <p><u>Outcome:</u> PEARLS staff will conduct 8 in-home sessions over a period of 6-8 months to teach older adults depression management.</p> <p><u>Measurement:</u> Number of older adults served annually.</p>	7/1/24-6/30/25	PD	
<p><b>Objective 2.2:</b> The AAA staff will request a resolution from the Board of Supervisors to declare the month of May to be Older Americans Month. The AAA staff, Board of Supervisors and Commission on Aging will coordinate to honor one outstanding older adult from each supervisor's district at a Board of Supervisor's Meeting. Neither the Commission on Aging nor the Supervisors receive OAA funds.</p> <p><u>Outcome:</u> Sponsoring the special event will emphasize the on-going contributions of the older adult population.</p> <p><u>Measurement:</u> Number of nominated candidates from each of the 5 districts by the public to be honored, and the completion of the special session of the Board of Supervisors.</p>	7/1/24-6/30/25	C	

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

<p><b>Objective 2.3:</b> The AAA staff will coordinate with local senior service providers, senior housing complexes, and medical or social service staff of primary care offices or long-term care facilities to offer group presentations to promote the utilization of the older adult Prevention and Early Intervention (PEI) programs. These free programs are non-OAA funded mental health programs to include peer counseling, friendly visitors, and counseling with a licensed clinical social worker, if needed. The staff will also seek ways to participate in outreach events.</p> <p><u>Outcome:</u> AAA staff will offer group presentations and participate in local senior outreach events to promote the PEI programs.</p> <p><u>Measurement:</u> AAA staff will provide a minimum of 12 presentations and attend 6 outreach events annually.</p>	7/1/24-6/30/25	C	
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### Goal # 3

**Goal: Provide Information and Assistance to Older Adults, Caregivers, and Persons with Disabilities in Stanislaus County.**

**Rationale: Results of the Community Assessment Survey for Older Adults showed that information about services and access to services for older adults is lacking.**

	Projected Start and End Dates	Title IIIB Funded PD or C	Update Status
<p><b>Objective 3.1:</b> The AAA staff will coordinate with the Stanislaus Elder Abuse Multidisciplinary Team (MDT) and Dependent Adults to conduct presentations and outreach events to increase awareness of the signs of elder abuse, how to prevent abuse, and give the resources to better serve the victims of abuse. The MDT is not OAA funded.</p> <p><u>Outcome:</u> Older adults, caregivers and the general public will learn about elder abuse prevention.</p> <p><u>Measurement:</u> The number of outreach events and number of attendees.</p>	7/1/24-6/30/25	C	
<p><b>Objective 3.2:</b> The AAA staff will work with the members of the Senior Coalition of Stanislaus County to sponsor the Healthy Aging and Fall Prevention Summit on October 11, 2024. The AAA staff will participate in the planning and execution of the Summit, assisting with multiple aspects of the event. Free health screenings and information about fall prevention and a variety of health topics will be available to the public. The Senior Coalition does not receive OAA funds.</p> <p><u>Outcome:</u> Older adults and caregivers will attend the Summit.</p> <p><u>Measurement:</u> The number of attendees and health evaluations completed.</p>	October 2024	C	

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)



<p><b>Objective 3.3:</b> The AAA staff will promote various AAA programs through outreach events, coordinating the planning for events with other County departments, community organizations, and businesses. The agencies involved in planning do not receive OAA funds. Advertisement will be to members of diverse populations, older adults of various ethnic backgrounds and LGBTQ older adults and caregivers.</p> <p><u>Outcome:</u> Information about available services will be conveyed to the public via participation in outreach opportunities.</p> <p><u>Measurement:</u> The number of events and the number of attendees.</p>	7/1/24-6/30/25	C	
<p><b>Objective 3.4:</b> The AAA staff will create social media accounts, providing a new means for the AAA staff to interact with the wider community. The new accounts will serve to announce events and services associated with the AAA.</p> <p><u>Outcome:</u> Events and services will be available to the public via social media.</p> <p><u>Measurement:</u> The number of accounts established, and the number of views recorded.</p>	7/1/24-6/30/25	PD	
<p><b>Objective 3.5:</b> The AAA HICAP staff will coordinate with the cities of Modesto, Oakdale, Patterson, and Turlock to hold HMO Forums during Open Enrollment for Medicare.</p> <p><u>Outcome:</u> Medicare beneficiaries will learn of their choices to augment their Medicare Insurance coverage during Open Enrollment time.</p> <p><u>Measurement:</u> The number of attendees at each forum.</p>	7/1/24-6/30/25	C	

## Goal # 4

**Goal: Provide services to family caregivers that will support them in their caregiving role, allowing the care receiver to receive safe, healthy, and quality care in their own homes.**

**Rationale: To assist older adults and adults with disabilities maintain their independence at home or least-restrictive environment as possible. With access to a wide range of options for community-based, long-term care services, they would be able to enhance their quality of life.**

	Projected Start and End Dates	Title IIIB Funded PD or C	Update Status
<p><b>Objective 4.1:</b> The AAA will provide in-person home caregiver assessments as part of the Support Services for the Family Caregiver Support Program. Visits will include providing senior information and assistance packets with brochures, caregiver support groups, Fall Prevention Resource Directory and Caregiver Resource Directory.</p> <p><u>Outcome:</u> Both caregivers and care receivers will receive personalized service and resources to assist them, with receiving better care in the home environment.</p> <p><u>Measurement:</u> Number of new assessments in one year.</p>	7/1/24-6/30/25	C	
<p><b>Objective 4.2:</b> The AAA will coordinate with local caregiver agencies and professionals to provide a bi-annual Caregiver Training for caregivers seeking assistance with their role in keeping care recipients healthy and independent at home.</p> <p><u>Outcome:</u> Sponsor the special training event emphasizing training, education, and wellness for the caregiver.</p> <p><u>Measurement:</u> Number of caregivers attending the event with number of coordinated agencies involved.</p>	7/1/24-6/30/25	C	

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

<p><b>Objective 4.3:</b> The AAA staff will work to expand the services available through the Family Caregiver Support Program, Fall Prevention Program, and the Multipurpose Senior Services Program to include additional services such as chore and home adaptation services. These services will provide opportunities for caregivers to care for their loved ones more effectively. The AAA staff will pursue agencies to contract with the AAA for these services.</p> <p><u>Outcome:</u> Caregivers and older adults will have better services that will continue to allow them to live safely in their home and in the community.</p> <p><u>Measurement:</u> The increased number of clients and hours for services in one year.</p>	7/1/24-6/30/25	PD	
<p><b>Objective 4.4:</b> The AAA will provide In-Home Supervision, Homemaker Assistance, In-Home Personal Care, Out-of-Home Overnight Care and Assistive Devices as part of the Respite Care and Supplemental Services available for the Family Caregiver Support Program, Caring for Elderly persons.</p> <p><u>Outcome:</u> Caregivers will receive more efficient and timely respite services.</p> <p><u>Measurement:</u> Increased number of clients and services.</p> <p>Year 3 &amp; 4: The AAA will utilize nursing student interns to enhance and increase service by conducting assessments</p>	7/1/24-6/30/25	PD	

**SECTION 8. SERVICE UNIT PLAN (SUP)****TITLE III/VII SERVICE UNIT PLAN  
CCR Article 3, Section 7300(d)**

The Service Unit Plan (SUP) uses the Older Americans Act Performance System (OAAPS) Categories and units of service. They are defined in the OAAPS State Program Report (SPR). Related funding is reported in the annual Area Plan Budget (CDA 122) for Titles IIIB, IIIC-1, IIIC-2, and IIID.

**Title IIIB****Homemaker (In-Home)**

Unit of Service = 1 hour

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	4,700	2,4	
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

**Case Management (Access)**

Unit of Service = 1 hour

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	300	1,2,3,4	Objectives 1.7; 4.3
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

## Information and Assistance (Access)

Unit of Service = 1 contact

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	4,200	1,2,3,4	Objectives 1.3;3.3
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

## Outreach (Access)

Unit of Service = 1 contact

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	400	1,2,3,4	Objective 3.3
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

## Legal Assistance

Unit of Service = 1 hour

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	1,600	2,3	Objectives 1.1,1.2,3.1
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

**Title IIIC-1**

## Congregate Meals

Unit of Service = 1 meal

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	34,000	2,3	
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

**Title IIIC-2**

## Home-Delivered Meals

Unit of Service = 1 meal

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	132,000	2,3	
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

## Nutrition Education

Unit of Service = 1 hour

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	2,700	2,3	
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

**Other Supportive Service**

## Cash/Material Aid

Unit of Service = 1 session

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
<b>2024-2025</b>	35	1,3	
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

**Title IIID/Health Promotion—Evidence-Based**

- Provide the specific name of each proposed evidence-based program.

**Evidence-Based Program Name(s):** Tai Chi & Tai Ji Quan Classes for Arthritis & Fall Prevention

*Add additional lines if needed.*

**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (If applicable)
2024-2025	2,000	2	
2025-2026			
2026-2027			
2027-2028			

**Evidence-Based Program Name:** A Matter of Balance Classes

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (If applicable)
2024-2025	150	2	
2025-2026			
2026-2027			
2027-2028			

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

## **TITLE IIIB and TITLE VII: LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES**

### **2024-2028 Four-Year Planning Cycle**

As mandated by the Older Americans Act Reauthorization Act of 2020, the mission of the LTC Ombudsman Program is to seek resolution of problems and advocate for the rights of residents of LTC facilities with the goal of ensuring their dignity, quality of life, and quality of care.

Each year during the four-year cycle, analysts from the Office of the State Long-Term Care Ombudsman (OSLTCO) will forward baseline numbers to the AAA from the prior fiscal year National Ombudsman Reporting System (NORS) data as entered into the Statewide Ombudsman Program database by the local LTC Ombudsman Program and reported by the OSTLCO in the State Annual Report to the Administration on Aging (AoA).

The AAA will establish targets each year in consultation with the local LTC Ombudsman Program Coordinator. Use the yearly baseline data as the benchmark for determining yearly targets. Refer to your local LTC Ombudsman Program's last three years of AoA data for historical trends. Targets should be reasonable and attainable based on current program resources.

Complete all Measures and Targets for Outcomes 1-3.

#### **Outcome 1.**

The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. Older Americans Act Reauthorization Act of 2020, Section 712(a)(3), (5)]

#### **Measures and Targets:**

**A. Complaint Resolution Rate (NORS Element CD-08) (Complaint Disposition).** The average California complaint resolution rate for FY 2021-2022 was 57%.

Fiscal Year Baseline Resolution Rate	# of partially resolved or fully resolved complaints	Divided by the total number of Complaints	= Baseline Resolution Rate	Fiscal Year Target Resolution Rate
2022-2023	<b>78</b>	<b>102</b>	<b>76</b>	<u>65</u> % <b>2024-2025</b>
2023-2024				_____% 2025-2026
2024-2025				_____% 2026-2027
2026-2027				_____% 2027-2028

Program Goals and Objective Numbers: 3.1;3.3



**B. Work with Resident Councils** (NORS Elements S-64 and S-65)

1. FY 2022-2023 Baseline: Number of Resident Council meetings attended <u>33</u> FY 2024-2025 Target: <u>35</u>
2. FY 2023-2024 Baseline: Number of Resident Council meetings attended _____ FY 2025-2026 Target: _____
3. FY 2024-2025 Baseline: Number of Resident Council meetings attended _____ FY 2026-2027 Target: _____
4. FY 2025-2026 Baseline: Number of Resident Council meetings attended _____ FY 2027-2028 Target: _____
Program Goals and Objective Numbers: <u>3.1;3.2;3.3</u>

**C. Work with Family Councils** (NORS Elements S-66 and S-67)

1. FY 2022-2023 Baseline: Number of Family Council meetings attended <u>0</u> FY 2024-2025 Target: <u>1</u>
2. FY 2023-2024 Baseline: Number of Family Council meetings attended _____ FY 2025-2026 Target: _____
3. FY 2024-2025 Baseline: Number of Family Council meetings attended _____ FY 2026-2027 Target: _____
4. FY 2025-2026 Baseline: Number of Family Council meetings attended _____ FY 2027-2028 Target: _____
Program Goals and Objective Numbers: <u>3.3</u>

**D. Information and Assistance to Facility Staff** (NORS Elements S-53 and S-54) Count of instances of Ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in-person.

1. FY 2022-2023 Baseline: Number of Instances <u>258</u> FY 2024-2025 Target: <u>250</u>
2. FY 2023-2024 Baseline: Number of Instances _____ FY 2025-2026 Target: _____
3. FY 2024-2025 Baseline: Number of Instances _____ FY 2026-2027 Target: _____
4. FY 2025-2026 Baseline: Number of Instances _____ FY 2027-2028 Target: _____
Program Goals and Objective Numbers: <u>3.1;3.2;3.3;4.2</u>

**E. Information and Assistance to Individuals** (NORS Element S-55) Count of instances of Ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in person.

1. FY 2022-2023 Baseline: Number of Instances <b>980</b> FY 2024-2025 Target: <b>500</b>
2. FY 2023-2024 Baseline: Number of Instances _____ FY 2025-2026 Target: _____
3. FY 2024-2025 Baseline: Number of Instances _____ FY 2026-2027 Target: _____
4. FY 2025-2026 Baseline: Number of Instances _____ FY 2027-2028 Target: _____
Program Goals and Objective Numbers: <u>3.1;3.2;3.3;4.2</u>

**F. Community Education** (NORS Element S-68) LTC Ombudsman Program participation in public events planned to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants. This cannot include sessions that are counted as Public Education Sessions under the Elder Abuse Prevention Program.

1. FY 2022-2023 Baseline: Number of Sessions <b>19</b> FY 2024-2025 Target: <b>10</b>
2. FY 2023-2024 Baseline: Number of Sessions _____ FY 2025-2026 Target: _____
3. FY 2024-2025 Baseline: Number of Sessions _____ FY 2026-2027 Target: _____
4. FY 2025-2026 Baseline: Number of Sessions _____ FY 2027-2028 Target: _____
Program Goals and Objective Numbers: <u>3.1;3.2;3.3;4.2</u>

**G. Systems Advocacy** (NORS Elements S-07, S-07.1) (2024-2025)

**(2024-25) Multi-Year Result efforts**

The Local Ombudsman coordinator will work with California Long Term Care Ombudsman Association (CLTCOA) to assist with statewide training for all California Ombudsman representatives and long-term facility staff regarding the newly amended Mandated Reporter Flow Chart AB-1415, which passed in 2023 and took effect January 1, 2024. This change simplifies the mandated reporting system pertaining to elder and dependent abuse. The new law allows mandated reporters to take easier action when they observe, attain knowledge, or suspect abuse or neglect. The new Mandated Reporting Flow Chart outlines when to verbally inform or submit a written report to law enforcement, Ombudsman program, or State licensing. The Stanislaus Ombudsman coordinator, along with the Director of the CLTCOA, will participate in statewide virtual mandated reporter training at least twice a year. The Stanislaus Ombudsman coordinator will then conduct mandated reporter trainings with long-term care facilities, potential

Ombudsman volunteers, certified volunteers, and staff at the local level. The Ombudsman program will continue efforts to assist with resident councils. For those facilities that do not have a resident council, the Ombudsman program will work to educate staff and residents about resident councils and how working together is beneficial, especially for resident quality of life and care. Throughout the challenges during and post Covid, Ombudsman staff have made a difference in resident lives. The Ombudsman representatives have established a rapport in Stanislaus County whereas residents are empowered and confident to work with facility staff to address concerns from the resident council.

<b>FY 2024-2025</b>
<b>FY 2024-2025 Systems Advocacy Effort(s):</b> (Provide one or more new systems advocacy efforts) <b>See Above</b>
<b>FY 2025-2026</b>
<b>Outcome of FY 2024-2025 Efforts:</b>  <b>FY 2025-2026 Systems Advocacy Effort(s):</b> (Provide one or more new systems advocacy efforts)
<b>FY 2026-2027</b>
<b>Outcome of FY 2025-2026 Efforts:</b>  <b>FY 2026-2027 Systems Advocacy Effort(s):</b> (Provide one or more new systems advocacy efforts)
<b>FY 2027-2028</b>
<b>Outcome of 2026-2027 Efforts:</b>  <b>FY 2027-2028 Systems Advocacy Effort(s):</b> (Provide one or more new systems advocacy efforts)

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

## Outcome 2.

Residents have regular access to an Ombudsman. [(Older Americans Act Reauthorization Act of 2020), Section 712(a)(3)(D), (5)(B)(ii)]

### Measures and Targets:

**A. Routine Access: Nursing Facilities** (NORS Element S-58) Percentage of nursing facilities within the PSA that were visited by an Ombudsman representative

at least once each quarter not in response to a complaint. The percentage is determined by dividing the number of nursing facilities in the PSA that were visited at least once each quarter not in response to a complaint by the total number of nursing facilities in the PSA. NOTE: This is not a count of visits but a count of facilities. In determining the number of facilities visited for this measure, no nursing facility can be counted more than once.

<p>1. FY 2022-2023 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>18</u> divided by the total number of Nursing Facilities <u>19</u> = Baseline <u>85</u> % FY 2024-2025 Target: _____</p>
<p>2. FY 2023-2024 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities _____ = Baseline _____ % FY 2025-2026 Target: _____</p>
<p>3. FY 2024-2025 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities _____ = Baseline _____ % FY 2026-2027 Target: _____</p>
<p>4. FY 2025-2026 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities _____ = Baseline _____ % FY 2027-2028 Target: _____</p>
<p>Program Goals and Objective Numbers: <u>3.1;3.2;3.3;4.2</u></p>

**B. Routine access: Residential Care Communities** (NORS Element S-61) Percentage of RCFEs within the PSA that were visited by an Ombudsman representative at least once each quarter during the fiscal year not in response to a complaint. The percentage is determined by dividing the number of RCFEs in the PSA that were visited at least once each quarter not in response to a complaint by the total number of RCFEs in the PSA. NOTE: This is not a count of visits but a count of facilities. In determining the number of facilities visited for this measure, no RCFE can be counted more than once.

<p>1. FY 2022-2023 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>83</u> divided by the total number of RCFEs <u>98</u> = Baseline <u>85</u> % FY 2024-2025 Target: <u>85</u> %</p>
<p>2. FY 2023-2024 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____ %</p>

FY 2025-2026 Target: \_\_\_\_\_

3. FY 2024-2025 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint \_\_\_\_\_ divided by the total number of RCFEs \_\_\_\_\_ = Baseline \_\_\_\_\_ %

FY 2026-2027 Target: \_\_\_\_\_

4. FY 2025-2026 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint \_\_\_\_\_ divided by the total number of RCFEs \_\_\_\_\_ = Baseline \_\_\_\_\_ %

FY 2027-2028 Target: \_\_\_\_\_

Program Goals and Objective Numbers: 3.1;3.3

**C. Number of Full-Time Equivalent (FTE) Staff** (NORS Element S-23) This number may only include staff time legitimately charged to the LTC Ombudsman Program. Time spent working for or in other programs may not be included in this number. For example, in a local LTC Ombudsman Program that considers full-time employment to be 40 hour per week, the FTE for a staff member who works in the Ombudsman Program 20 hours a week should be 0.5, even if the staff member works an additional 20 hours in another program.

1. FY 2022-2023 Baseline: 4.36 FTEs  
FY 2024-2025 Target: 3.57 FTEs

2. FY 2023-2024 Baseline: \_\_\_\_\_ FTEs  
FY 2025-2026 Target: \_\_\_\_\_ FTEs

3. FY 2024-2025 Baseline: \_\_\_\_\_ FTEs  
FY 2026-2027 Target: \_\_\_\_\_ FTEs

4. FY 2025-2026 Baseline: \_\_\_\_\_ FTEs  
FY 2027-2028 Target: \_\_\_\_\_ FTEs

Program Goals and Objective Numbers:  
3.1;3.2;3.3;4.2

**D. Number of Certified LTC Ombudsman Volunteers** (NORS Element S-24)

1. FY 2022-2023 Baseline: Number of certified LTC Ombudsman volunteers 7  
FY 2024-2025 Projected Number of certified LTC Ombudsman volunteers 15

2. FY 2023-2024 Baseline: Number of certified LTC Ombudsman volunteers \_\_\_\_\_  
FY 2025-2026 Projected Number of certified LTC Ombudsman volunteers \_\_\_\_\_

3. FY 2024-2025 Baseline: Number of certified LTC Ombudsman volunteers _____ FY 2026-2027 Projected Number of certified LTC Ombudsman volunteers _____
4. FY 2025-2026 Baseline: Number of certified LTC Ombudsman volunteers _____ FY 2027-2028 Projected Number of certified LTC Ombudsman volunteers _____
Program Goals and Objective Numbers: <u>3.1;3.2;3.3;4.2</u>

### Outcome 3.

Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [Older Americans Act Reauthorization Act of 2020, Section 712(c)]

### Measures and Targets:

In narrative format, describe one or more specific efforts your program will undertake in the upcoming year to increase the accuracy, consistency, and timeliness of your National Ombudsman Reporting System (NORS) data reporting.

Some examples could include:

- Hiring additional staff to enter data.
- Updating computer equipment to make data entry easier.
- Initiating a case review process to ensure case entry is completed in a timely manner.

#### Fiscal Year 2024-25

The Ombudsman Program staff will continue to monitor the National Ombudsman Reporting System (NORS) data for accuracy, consistency, and timely entries. The Ombudsman program staff will schedule office appointments for one-on-one's, bi-weekly or as needed, between experienced staff and volunteers to coach or assist with entering data into Ombudsman Data Integrated Network (ODIN) and NORS. The Ombudsman coordinator will also offer additional NORS training sessions during monthly meetings and new Ombudsman training.

#### Fiscal Year 2025-2026

#### Fiscal Year 2026-2027

#### Fiscal Year 2027-2028

**TITLE VII ELDER ABUSE PREVENTION**  
**SERVICE UNIT PLAN**

The program conducting the Title VII Elder Abuse Prevention work is:

<input checked="" type="checkbox"/>	Ombudsman Program
<input type="checkbox"/>	Legal Services Provider
<input type="checkbox"/>	Adult Protective Services
<input type="checkbox"/>	Other (explain/list)

**Units of Service: AAA must complete at least one category from the Units of Service below.**

Units of Service categories include public education sessions, training sessions for professionals, training sessions for caregivers served by a Title III E Family Caregiver Support Program, educational materials distributed, and hours of activity spent developing a coordinated system which addresses elder abuse prevention, investigation, and prosecution.

When developing targets for each fiscal year, refer to data reported on the Elder Abuse Prevention Quarterly Activity Reports. Set realistic goals based upon the prior year's numbers and the resources available. Activities reported for the Title VII Elder Abuse Prevention Program must be distinct from activities reported for the LTC Ombudsman Program. No activity can be reported for both programs.

AAAs must provide one or more of the service categories below.

NOTE: The number of sessions refers to the number of presentations and not the number of attendees

- **Public Education Sessions** –Indicate the total number of projected education sessions for the general public on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Professionals** –Indicate the total number of projected training sessions for professionals (service providers, nurses, social workers) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Caregivers Served by Title III E** –Indicate the total number of projected training sessions for unpaid family caregivers who are receiving services under Title III E of the Older Americans Act (OAA) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. Older Americans Act Reauthorization Act of 2020, Section 302(3) 'Family caregiver' means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

- **Hours Spent Developing a Coordinated System to Respond to Elder Abuse** –Indicate the number of hours to be spent developing a coordinated system to respond to elder abuse. This category includes time spent coordinating services provided by the AAA or its contracted service provider with services provided by Adult Protective Services, local law enforcement agencies, legal services providers, and other agencies involved in the protection of elder and dependent adults from abuse, neglect, and exploitation.
- **Educational Materials Distributed** –Indicate the type and number of educational materials to be distributed to the general public, professionals, and caregivers (this may include materials that have been developed by others) to help in the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Number of Individuals Served** –Indicate the total number of individuals expected to be reached by any of the above activities of this program.



**TITLE VII ELDER ABUSE PREVENTION SERVICE UNIT PLAN**

The agency receiving Title VII Elder Abuse Prevention funding is: Catholic Charities

Total # of	2024-2025	2025-2026	2026-2027	2027-2028
Individuals Served	800			
Public Education Sessions	4			
Training Sessions for Professionals	4			
Training Sessions for Caregivers served by Title III E	1			
Hours Spent Developing a Coordinated System	30			

Fiscal Year	Total # of Copies of Educational Materials to be Distributed	Description of Educational Materials
2024-2025	800	Scam flyers in English, Scam trifold brochure in English & Spanish, Red Flags of Abuse flyers, Stop the Scams posters, and other community resources.
2025-2026		
2026-2027		
2027-2028		

**TITLE III E SERVICE UNIT PLAN****CCR Article 3, Section 7300(d)****2024-2028 Four-Year Planning Period**

This Service Unit Plan (SUP) uses the five federally mandated service categories that encompass 16 subcategories. Refer to the [CDA Service Categories and Data Dictionary](#) for eligible activities and service unit measures. Specify proposed audience size or units of **service for ALL** budgeted funds.

Providing a goal with associated objectives is mandatory for services provided. The goal states the big picture, and the objectives are the road map (specific and measurable activities) for achieving the big picture goal.

For example: **Goal 3:** Provide services to family caregivers that will support them in their caregiving role, thereby allowing the care receiver to maintain a healthy, safe lifestyle in the home setting.

- Objective 3.1: Contract for the delivery of virtual self-paced caregiver training modules. Review data monthly to strategize how to increase caregiver engagement in these modules.
- Objective 3.2: Facilitate a monthly in person support group for caregivers where they can share success stories and challenges, share information regarding experiences with HCBS. Respite day care will be available for their loved one if needed.
- Objective 3.3: Do caregiver assessments every 6 months to stay connected to the caregiver and knowledgeable about their needs.

**Direct and/or Contracted III E Services**

<b>CATEGORIES (16 total)</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Family Caregivers - Caregivers of Older Adults and Adults who are caring for an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.</b>	<b><i>Proposed Units of Service</i></b>	<b><i>Required Goal #(s)</i></b>	<b><i>Required Objective #(s)</i></b>
<b>Caregiver Access Case Management</b>	<b>Total hours</b>	<b><i>Required Goal #(s)</i></b>	<b><i>Required Objective #(s)</i></b>
<b>2024-2025</b>			
<b>2025-2026</b>			
<b>2026-2027</b>			
<b>2027-2028</b>			

Caregiver Access Information & Assistance	Total Contacts	Required Goal #(s)	Required Objective #(s)
2024-2025	900	4	4.1, 4.2, 4.3, 4.4
2025-2026			
2026-2027			
2027-2028			
Caregiver Information Services	# Of activities and Total est. audience (contacts) for above:	Required Goal #(s)	Required Objective #(s)
2024-2025	# Of activities: 35 Total est. audience (contacts) for above: 5,000	4	4.1, 4.2, 4.3 4.5
2025-2026	# Of activities and Total est. audience (contacts) for above:		
2026-2027	# Of activities and Total est. audience (contacts) for above:		
2027-2028	# Of activities and Total est. audience (contacts) for above:		
Caregiver Respite In-Home	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	4,500	4	4.4
2025-2026			
2026-2027			
2027-2028			
Caregiver Respite Other	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Day Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			

2027-2028			
Caregiver Respite Out-of-Home Overnight Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Assistive Technologies	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Assessment	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Registry	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Consumable Supplies	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	20	4	4.3
2025-2026			
2026-2027			
2027-2028			

Caregiver Supplemental Services Home Modifications	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Legal Consultation	Total contacts	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			
Caregiver Support Groups	Total sessions	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			
Caregiver Support Training	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	100	4	4.2
2025-2026			
2026-2027			
2027-2028			
Caregiver Support Counseling	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025			
2025-2026			
2026-2027			
2027-2028			

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

**PSA 30**

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)  
SERVICE UNIT PLAN**

**CCR Article 3, Section 7300(d)  
WIC § 9535(b)**

**MULTIPLE PLANNING AND SERVICE AREA HICAPs (multi-PSA HICAP):** Area Agencies on Aging (AAA) that are represented by a multi-PSA, HICAPs must coordinate with their “Managing” AAA to complete their respective PSA’s HICAP Service Unit Plan.

CDA contracts with 26 AAAs to locally manage and provide HICAP services in all 58 counties. Four AAAs are contracted to provide HICAP services in multiple Planning and Service Areas (PSAs). The “Managing” AAA is responsible for providing HICAP services in a way that is equitable among the covered service areas.

**HICAP PAID LEGAL SERVICES:** Complete this section if HICAP Legal Services are included in the approved HICAP budget.

**STATE & FEDERAL PERFORMANCE TARGETS:** The HICAP is assessed based on State and Federal Performance Measures. AAAs should set targets in the service unit plan that meet or improve on each PM displayed on the *HICAP State and Federal Performance Measures* tool located online at:

[https://www.aging.ca.gov/Providers\\_and\\_Partners/Area\\_Agencies\\_on\\_Aging/Planning/](https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Planning/)

HICAP PMs are calculated from county-level data for all 33 PSAs. HICAP State and Federal PMs, include:

- PM 1.1 Clients Counseled: Number of finalized Intakes for clients/ beneficiaries that received HICAP services.
- PM 1.2 Public and Media Events (PAM): Number of completed PAM forms categorized as “interactive” events.
- PM 2.1 Client Contacts: Percentage of one-on-one interactions with any Medicare beneficiaries
- PM 2.2 PAM Outreach Contacts: Percentage of persons reached through events categorized as “interactive.”
- PM 2.3 Medicare Beneficiaries Under 65: Percentage of one-on-one interactions with Medicare beneficiaries under the age of 65
- PM 2.4 Hard-to-Reach Contacts: Percentage of one-on-one interactions with “hard-to-reach” Medicare beneficiaries designated as,
  - PM 2.4a Low-income (LIS)
  - PM 2.4b Rural
  - PM 2.4c English Second Language (ESL)
- PM 2.5 Enrollment Contacts: Percentage of contacts with one or more qualifying enrollment topics discussed.

HICAP service-level data are reported in CDA’s Statewide HICAP Automated Reporting Program (SHARP) system per reporting requirements.

**SECTION 9. SENIOR CENTERS & FOCAL POINTS****COMMUNITY SENIOR CENTERS AND FOCAL POINTS LIST**

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), Older Americans Act Reauthorization Act of 2020, Section 306(a) and 102(21)(36)

In the form below, provide the current list of designated community senior centers and focal points with addresses. This information must match the total number of senior centers and focal points reported in the Older Americans Act Performance System (OAAPS) State Performance Report (SPR) module of the California Aging Reporting System.

<b>Designated Community Focal Point</b>	<b>Address</b>
Stanislaus Veterans Center	3500 Coffee Rd, Suite 15, Modesto, CA 95355
Mancini Hall	Tuolumne Blvd, Modesto, CA 95354
Ceres Community Center	2701 4 <sup>th</sup> St., #C, Ceres, CA 95307
Hughson Community Center	2307 4 <sup>th</sup> St., Hughson, CA 95326
Riverbank Community Center	3600 Santa Fe St., Riverbank, CA 95367
United Community Center	8900 Laird St., Grayson, CA 95363

<b>Senior Center</b>	<b>Address</b>
Modesto Senior Center	211 Bodem St, Modesto, CA 95350
Gladys Lemmons Senior Center	450 East A St, Oakdale, CA 95361
Hammon Senior Center	1033 West Las Palmas Ave, Patterson, CA 95363
Turlock Senior Center	1191 Cahill St., Turlock, CA 95380

**SECTION 10. FAMILY CAREGIVER SUPPORT PROGRAM**

**Notice of Intent for Non-Provision of FCSP Multifaceted Systems of Support Services  
Older Americans Act Reauthorization Act of 2020, Section 373(a) and (b)  
2024-2028 Four-Year Planning Cycle**

Based on the AAA's needs assessment and subsequent review of current support needs and services for **family caregivers**, indicate what services the AAA **intends** to provide using Title III-E and/or matching FCSP funds for both.

Check YES or NO for each of the services\* identified below and indicate if the service will be provided directly or contracted. **If the AAA will not provide at least one service subcategory for each of the five main categories, a justification for services not provided is required in the space below.**

**Family Caregiver Services**

Category	2024-2025	2025-2026	2026-2027	2027-2028
<b>Caregiver Access</b> <input type="checkbox"/> Case Management <input checked="" type="checkbox"/> Information and Assistance	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
<b>Caregiver Information Services</b> <input checked="" type="checkbox"/> Information Services	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
<b>Caregiver Support</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Support Groups <input type="checkbox"/> Counseling	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
<b>Caregiver Respite</b> <input checked="" type="checkbox"/> In Home <input type="checkbox"/> Out of Home (Day) <input type="checkbox"/> Out of Home (Overnight) <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
<b>Caregiver Supplemental</b> <input type="checkbox"/> Legal Consultation <input checked="" type="checkbox"/> Consumable Supplies <input type="checkbox"/> Home Modifications <input type="checkbox"/> Assistive Technology <input type="checkbox"/> Other (Assessment) <input type="checkbox"/> Other (Registry)	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)



PSA 30 operates the Family Caregiver Support Program (FCSP) as a direct service. We also operate Title IIIB Case Management and Information and Assistance programs as direct services. The AAA has one social worker staffed to conduct home assessments for both FCSP and Case Management programs. We will not be using FCSP funding for FCSP Case Management because we use Title IIIB Case Management as a broad service to assist the needs of those in the FCSP as well as other older adults not enrolled in the FCSP. Referrals are often made to other AAA contracted services or agencies around the county.

Because our Information and Assistance Program is the starting point and hub for older adult services in Stanislaus County, they are the first screening for FCSP clients. We use Title IIIB funding to support the needs of those calling for caregiver support as well. The I & A program will also make referrals to caregiver support groups conducted by the Alzheimer's Association, Valley Caregiver Resource Center, and Community Hospice. The AAA manages a 22-page Caregiver Resource Guide, updated each year. This resource guide is posted on the department website and given out as needed and upon request.

All legal questions and matters are referred by our Information and Assistance staff to the Senior Advocacy Network who is the provider for Title IIIB legal services in Stanislaus County. Senior Advocacy Network is located at 821 13<sup>th</sup> St., Suite A, Modesto, CA 95354.

The AAA contracts with Healthy Aging Association to administer the Dignity at Home Fall Prevention Program. Healthy Aging Association is co-located with the AAA at 3500 Coffee Rd., Suite 19, Modesto, CA 95355. Being co-located makes coordination of service with the FCSP and Case Management much easier to facilitate. The Dignity at Home program provides no-cost fall prevention outreach, education, and in-home environmental assessments to qualifying older adults aged 60 and older or persons with disabilities who are at risk of falling. Fall Prevention funding has allowed for Healthy Aging Association to sub-contract with Home Safety Services to provide minor home modifications to reduce the number of debilitating falls suffered by older adults in Stanislaus County. The AAA Family Caregiver Program will use some funding for assistive devices but often they are better provided through the Fall Prevention Program.

If a Family Caregiver Support Program client should need mental health counseling, the AAA will refer them to our Project Hope program. As mentioned earlier, the AAA successfully contracts with the Stanislaus County Behavioral Health and Recovery Services department to conduct programs for preventing and alleviating depression in older adults. Prevention and Early Intervention (PEI) programs fall under the umbrella of Project Hope. These programs are free for adults 60 years of age or older. Social workers and volunteers assess and assist older adults in their homes with emotional support as they work through major life changes. Participants can receive individual peer counseling or counseling from a licensed clinical social worker who can also connect them to extended services. The Project Hope Friendly Visitor Program pairs specially trained volunteers with isolated or home bound older adults for visits a few times per month. This program was especially valuable during the COVID-19 pandemic where volunteers stayed connected with older adults via phone during a challenging health crisis. Project Hope is located in the same office as the Area Agency on Aging at 3500 Coffee Rd., Modesto, CA 95355.

In addition, the AAA receives grant funding from the Mental Health Services Oversight and Accountability Commission for the Program to Encourage Active, Rewarding Lives (PEARLS). The grant was awarded in 2023 so that older adults aged 60 or older who are at risk for or have minor depression can be referred to this program. They can receive one-on-one coaching in their homes or other accessible community settings over the course of four to five months. The goal of

the PEARLS program is to empower older adults by teaching them skills necessary to act and make lasting life changes to reduce depressive symptoms. Ultimately, the hope is that they can lead more active and rewarding lives. The PEARLS program is located in the same office as the Area Agency on Aging at 3500 Coffee Rd., Modesto, CA 95355.

The AAA has elected not to contract for Older Adult Relative Caregivers because a comprehensive program serving the needs of grandparents and their grandchildren exists within the Stanislaus County Behavioral Health and Recovery Services Department. The Family Partnership Center is located at 421 E. Morris Avenue, Modesto, CA, 95350, phone-209-558-8550. They are open 8 a.m.-5 p.m., Monday through Friday, with special events planned for some evenings and weekends.

#### Grandparent Information Services:

The Family Partnership Center is listed and described on the Stanislaus County website, [www.stancounty.com](http://www.stancounty.com), through the Behavioral Health and Recovery Services (BHRS) link. In addition to that means of Public Information, the staff participates in Community Education events by distributing flyers at fairs throughout the County. A link from the AAA website, [www.agingservices.info](http://www.agingservices.info), to the BHRS web site is available as a means to provide more information about services for grandparents.

#### Grandparent Access Services:

Through the published phone number, 209-558-8550, callers are given information about the various services available for seniors caring for minor children. Bilingual staff members assist mono-lingual Hispanic clients. Once per week a lawyer from the Senior Advocacy Network, the Senior Law Project contractor, donates time to complete necessary paperwork for guardianship applications, as well as other potential legal issues.

#### Grandparent Support Services:

The Kinship Program within the Family Partnership Center provides culturally comprehensive support services to older adult caregivers who are raising their grandchildren. Their main purpose is to provide access to seamless services for caregivers, and stability in family life for their grandchildren. These services are available to any Stanislaus County resident. Support groups are held in Oakdale, Turlock, and Modesto. In addition, the "Caregiver Information, Services and Resources Booklet", available at the [www.agingservices.info](http://www.agingservices.info) web site, includes the name and contact information for support groups facilitated by the Family Partnership Center.

#### Grandparent Respite Services:

Respite services for grandparents include monthly Movie Nights and daily after school programs, giving a safe place for the children to go for fun and study time, while giving their grandparents a break or allowing them to work. The fun and after-school programs are available in Oakdale, Turlock, and Modesto. The after-school programs include craft classes and exercise opportunities.

#### Grandparent Supplemental Services:

For Supplemental Services, all caregivers who are not caring for a frail elder, but need assistance with other issues, are referred to various agencies that specialize in handling different situations. Some caregivers have been assisted through the local Central Valley Opportunity Center for rental and/or energy needs. Others have been referred to Advancing Vibrant Communities, a non-profit agency that connects volunteers to people with requests for in-home adaptations that can assist the caregiver. The AAA Information and Assistance staff use their knowledge, resources, and persuasive capacity to find applicable services for caregivers.

The decision to not access Family Caregiver Support Program funds for grandparents raising their grandchildren was made because of the need to concentrate on using the limited funds for services to caregivers of frail elders. Stanislaus County BHRS has been engaged in services to grandparents for many years, with well-established programs throughout the County. The Kinship

Program through the Family Partnership Center is funded in part by the County General Fund and funds from the Mental Health Services Act. Their budget does not include funds from the AAA Title III E Program. Any older adults seeking respite or supplemental services while caring for their grandchildren are referred to the Family Partnership Center.

The AAA Director is part of the Healthy Communities Committee created by the Stanislaus County Board of Supervisors. This Committee includes the directors of the Health Services Agency, BHRS, the AAA, and Community Services Agency of Stanislaus County. The Committee was created to increase coordination of services within the community. At regular meetings there is the opportunity to share about available and on-going services, as well as the challenges faced by various programs.

## **SECTION 11. LEGAL ASSISTANCE**

### **2024-2028 Four-Year Area Planning Cycle**

This section must be completed and submitted annually. The Older Americans Act Reauthorization Act of 2020 designates legal assistance as a priority service under Title III B [42 USC §3026(a)(2)]<sup>12</sup>. CDA developed *California Statewide Guidelines for Legal Assistance* (Guidelines), which are to be used as best practices by CDA, AAAs and LSPs in the contracting and monitoring processes for legal services, and located at: [https://aging.ca.gov/Providers\\_and\\_Partners/Legal\\_Services/#pp-gg](https://aging.ca.gov/Providers_and_Partners/Legal_Services/#pp-gg)

1. Based on your local needs assessment, what percentage of Title IIIB funding is allocated to Legal Services? The Senior Law Project is allocated 23.8% of Title IIIB funding.
2. How have your local needs changed in the past year(s)? Please identify any changes (include whether the change affected the level of funding and the difference in funding levels in the past four years). **Discuss:**

As reported in our last annual update, the need for new and different housing legal services continues to grow in our region. The rental market continues to be extremely challenging for our clients, typically low-income older adults. This population continues to face evictions, rent increases and illegal discrimination practices. We are not different from the rest of California in this regard. The number of older adults reaching out for housing legal and support services has increased exponentially in the last two years because they are at-risk of or experiencing homelessness, often for the first time in their lives. Across California, older adults represent the largest growing population of individuals experiencing homelessness for the first time. These are the Baby Boomers aging into retirement age but lacking financial and social resources to compete in the expensive housing market of 2024. Our legal services are supporting with eviction defense, landlord/tenant issues, reasonable accommodation, foreclosure prevention and more.

We have also seen an increase in older adults becoming victims of scams, especially romance and grandparent scams. The COVID epidemic increased the amount of isolation experienced by many older adults. They did not see their families as often and relied more on their telephones and internet for communication and friendships, thus making them more vulnerable to internet and telephone scams. While we have been able to assist with stopping some of these scams with local banks and local predators, we are neither experienced in or have the financial resources to try to recover stolen assets from out of state and out of country scammers. This is a low priority for law enforcement agencies or the District Attorney. We have reached out to the Attorney General and FBI who are very interested in the foreign scams but to our knowledge have not helped any of our older adults who have been targeted.

While scams have not had a specific effect on our level of funding, the lack of funds to assist with scams precludes us from providing any other services besides counseling and advice, preparation of Elder Abuse Restraining orders, filing police reports and discussing the case at our monthly Elder Abuse Multidisciplinary Team meetings with the District Attorney's office, Adult Protective Services, and the AAA. With additional funding we may be able to provide more services such as litigation on behalf of the victim.

3. How does the AAA's contract/agreement with the Legal Services Provider(s) (LSPs) specify and ensure that the LSPs are expected to use the California Statewide Guidelines in the provision of OAA legal services? **Discuss:**

The agreement that the AAA has with the Senior Advocacy Network references the Guidelines and has incorporated the specific instructions into that agreement. The Senior Advocacy Network continues to serve consumers with the greatest needs, according to state and federal requirements. The staff is trained and available to offer services to older adults and those with disabilities throughout Stanislaus County.

4. How does the AAA collaborate with the Legal Services Provider(s) to jointly establish specific priority issues for legal services? What are the top four (4) priority legal issues in your PSA? **Discuss:**

The top four priority legal issues have seen very little change in the past year. They are and remain as:

- a. Affordable Housing/Homelessness - In Stanislaus County, fewer older adults can afford to rent apartments and the waiting list for older adult apartments can be up to 2 years. The subsidized housing for older adults has an ongoing 2-3 year waitlist. Adding to the growing crisis, there is limited and insufficient new construction for older adult housing which will continue to contribute to older adult homelessness. Older adults are the fastest growing demographic of individuals experiencing homelessness for the first time. Finding appropriate housing is challenging for the group because of increased rates of disability, difficulty accessing increasingly remote services for public benefits, and a lack of mental health services in our county.
- b. Elder Abuse - Financial abuse to older adults is increasing as family members and other organizations prey on older adults who have saved for their retirement. Family members see their parents or grandparents retirement savings as their inheritance and take from the older adults while they are still alive, sometimes leaving the older adult homeless and penniless. District Attorneys usually will not prosecute these cases, referring them to civil attorneys and legal aids.
- c. Consumer Issues/Unable to pay debts - many older adults do not have enough money for rent, utilities and medication so they often get behind in their rent, borrow from pay-day loans or reduce their medications or stop altogether if they can't afford it. Many have credit cards that go into default and then they are sued and have a judgment on their record that can cloud the title of their home if they own one.
- d. Prosecution of Financial Elder Abuse by District Attorney (DA)- The DA's Office is often times reluctant to prosecute elder financial abuse cases because the older adult has dementia and/or their mental capacity makes the case difficult if not impossible to litigate. That means more and more predators get away with elder abuse crimes because they know little will happen if caught.

**5. How does the AAA collaborate with the Legal Services Provider(s) to jointly identify the target population? What is the targeted senior population and mechanism for reaching targeted groups in your PSA? Discuss:**

The target population is older adults over the age of 60 who are financially, geographically, culturally, and socially disadvantaged. The Senior Advocacy Network staff or volunteers participate in specific outreach events in various communities throughout Stanislaus County. Brochures for this agency are available in English and in Spanish, in the AAA office lobby, which also serves consumers who are veterans and persons applying to access paratransit services. Their contact information is available in the AAA Information and Assistance brochure, also widely available at outreach events and in various offices throughout the county where older adults live and take advantage of services.

In addition, the Senior Advocacy Network has a close relationship with the AAA, and we meet periodically to discuss issues pertaining to older adults. That is how we increased our presence in the older adult housing arena and continue to look for more causes we can champion to make life in Stanislaus County easier for our older adults.

The targeted older adult population is residents of Stanislaus County who need legal services. We reach the target group through stories in the newspaper, speaking engagements, having information tables at senior events, handing out brochures and SCAM door hangers and referrals from Judges, Courts, the County Recorder, law enforcement and word of mouth.

The Senior Advocacy Network is also active in several county-wide community partner groups that allow us to share information about our services with other direct services providers such as housing and homelessness providers, medical providers, in-home care providers, older adult housing property management groups and more.

Our Managing Attorney is the Vice President for the Commission on Aging advisory board. Our Executive Director serves on our County's Continuum of Care as the Senior Services Representative. Their information is broadcast to the greater Stanislaus area through the voices of the other members of the commission as well as the various agencies and elected officials who attend these meetings.

**6. How many legal assistance service providers are in your PSA? Complete table below.**

Fiscal Year	# of Legal Assistance Services Providers	Did the number of service providers change? If so please explain
<b>2024-2025</b>	1	No
<b>2025-2026</b>		
<b>2026-2027</b>		
<b>2027-2028</b>		

<sup>12</sup> For Information related to Legal Services, contact Jeremy A. Avila at 916 419-7500 or [Jeremy.Avila@aging.ca.gov](mailto:Jeremy.Avila@aging.ca.gov)



7. What methods of outreach are Legal Services Providers using? **Discuss:**

In addition to the methods mentioned above (newspaper, speaking engagements, tabling at senior events, distributing brochures to partners), they have been running the Legal on the Move program over the last year that targets rural older adults by hosting educational housing rights presentations and pop-up legal clinics with attorneys present to assess legal housing needs and consumer issues and make referrals for more hands-on legal assistance.

In the past year, we were present at the following outreach events with a resource table: Christmas Resource Fair at the Modesto Gospel Mission, Modesto Farmer's Market, Dia De Los Muertos Event, DRAIL disability awareness event, Family Health and Resource Fair- West Modesto Community Collaborative, Sunlight Adult Day Care and more.

This past year, legal clinics were conducted in Modesto at the Healthy Aging Fall Prevention Summit and the Patterson Senior Center,

Our Executive Director routinely presents as various community groups such as Central Valley Pace, El Concilio, NAMI United, Serving our Seniors, and to our local representatives.

8. What geographic regions are covered by each provider? **Complete table below:**

Fiscal Year	Name of Provider	Geographic Region covered
2024-2025	a. Senior Advocacy Network b. c.	a. Stanislaus County b. c.
2025-2026	a. b. c.	a. b. c.
2026-2027	a. b. c.	a. b. c.
2027-2028	a. b. c.	a. b. c.

9. Discuss how older adults access Legal Services in your PSA and whether they can receive assistance remotely (e.g., virtual legal clinics, phone, U.S. Mail, etc.). **Discuss:**

Older adults initially access legal services by phone and then come into our office after an appointment has been scheduled. It has been providing remote assistance for their clients, but many do not have the technological savvy to use Zoom or other remote programs. They prefer to meet in person which we will do following strict COVID protocols.

They can use public transportation, their own vehicles or Dial-a-Ride or get rides from friends or the Bridges program. We can facilitate home/hospital/assisted living visits for older adults who are unable to come to the office due to health issues.

In addition, they work with clients to gather and obtain documents by mail, fax or drop off as necessary. In short, they prioritize in-person, in-office appointments but are able to coordinate remote or out-of-office services as needed.

**10.** Identify the major types of legal issues that are handled by the Title IIIB legal provider(s) in your PSA (please include new legal problem trends in your area). **Discuss:**

- a. Elder abuse including financial elder abuse. As described above in question 5, financial abuse of elders is growing and goes unprosecuted for the most part.
- b. Housing – eviction defense, landlord/tenant issues, fair housing, reasonable accommodation, foreclosure prevention.
- c. Consumer issues including sending letters if a client is judgment proof of filing responses to complaints if the older adult is sued and is NOT judgment proof. They also began offering bankruptcy services in 2023.
- d. Income/Public benefits – counseling and referrals for SSI, SSA, Unemployment, Survivors Benefits, Veterans Benefits, CalFresh
- e. Free wills – provided by our pro-bono attorney panel.
- f. Powers of Attorney and Advanced Health Care Directives – counseling and preparation of documents.
- g. Utilities – advocating for clients facing financial hardship with utility companies, negotiating settlements, etc.
- h. Discrimination – housing.
- i. Guardianships- Providing a guardianship clinic and help potential guardians complete paperwork and provide advice on the court process and self-representation.

**11.** What are the barriers to accessing legal assistance in your PSA? Include proposed strategies for overcoming such barriers. **Discuss:**

Mobility and transportation are the biggest barriers. Many clients who don't drive and rely on public transportation cancel appointments or have difficulty getting to our office. Phone and remote appointments are being offered for clients who have transportation challenges. In the past year, we have developed a remote work policy that many of our attorneys can use to encourage both staff and clients to learn virtual collaboration.

Language - clients who are hearing impaired or speak other languages, including American Sign Language, have difficulty when calling our office to schedule appointments. Our office utilizes our language line for ANY language and helps aid the hearing impaired. In the past year, more Spanish speaking staff have been hired.

Assistance to bedbound or hospitalized- Clients who are bedbound or hospitalized are difficult to aid. To accommodate them, home or hospitals can be made on weekends or evenings.



**What other organizations or groups does your legal service provider coordinate services with? Discuss:**

- a. Catholic Charities Ombudsman Program- Elder abuse in long-term care facilities.
- b. MOVE Stanislaus – Assisted Transportation
- c. Adult Protective Services- Restraining orders, case management, HomeSafe
- d. Catholic Charities – SSVF-VETFAM: Veterans housing support services
- e. Stanislaus County Veterans Services Office- Advocacy and affordable housing.
- f. Catholic Charities – Senior Elder Abuse Prevention Alliance (SEAPA)
- g. HICAP- Health insurance counseling.
- h. Project Sentinel- Housing or landlord/eviction issues.
- i. District Attorney's office- Multi Disciplinary Team (MDT) collaboration on elder abuse cases.
- j. Justice on Aging- Receive homelessness prevention grant.
- k. Stanislaus County Continuum of Care- Represent older adults within the plan to distribute federal housing funds.
- l. State Bar of California- Homelessness prevention and equal access.
- m. Congressional office- Veterans, Social Security, or other Federal benefits
- n. Assembly Member office – Housing
- o. Housing Assessment Team – Coordinated Entry referrals.
- p. Community Housing and Shelter Services – Coordinate rental back-pay, utility payments.
- q. Community Impact Central Valley – Housing
- r. DRAIL (Disability Resources Agency for Independent Living) – Benefits advocacy and disability advocacy.
- s. CHAT (Community Health and Assistance Team) – Housing
- t. Rainbow/LGBTQ+ Collaborative – Housing, social support
- u. Family Justice Center – Domestic violence
- v. El Concilio – Immigration
- w. CRLA (California Rural Legal Assistance) – Benefits advocacy
- x. Many in-home care service providers as needed.
- y. Local attorneys- Out-of-scope services.
- z. Family Partnership Center- Guardianship clinics.

## **SECTION 12. DISASTER PREPAREDNESS**

**Disaster Preparation Planning** Conducted for the 2024-2028 Planning Cycle Older Americans Act Reauthorization Act of 2020, Section 306(a)(17); 310, CCR Title 22, Sections 7529 (a)(4) and 7547, W&I Code Division 8.5, Sections 9625 and 9716, CDA Standard Agreement, Exhibit E, Article 1, 22-25, Program Memo 10-29(P)

1. Describe how the AAA coordinates its disaster preparedness plans, policies, and procedures for emergency preparedness and response as required in OAA, Title III, Section 310 with:
  - local emergency response agencies,
  - relief organizations,
  - state and local governments, and
  - other organizations responsible

The Stanislaus County administration and Board of Supervisors govern the Department of Aging and Veterans Services. During and after a disaster the staff of the department will be part of a countywide effort to respond to emergency needs for all citizens. The staff of the department will be contacted by the staff of the Office of Emergency Services (OES) and directed as to how they may assist the efforts that will be coordinated by the OES.

The mission of the Stanislaus County Area Agency on Aging (AAA) in response to a disaster is to provide accurate information about services available to older adults, persons with disabilities, and their caregivers; ensure referral to those services; and to assist in the full recovery from a disaster. An integral part of this plan is to coordinate information and services with the Stanislaus County Community Services Agency Adult Services Division to avoid duplication of services. All information and services will be coordinated with the Stanislaus County Office of Emergency Services.

Assistance following a disaster includes:

- a. Connecting older adults with agencies that can help maintain optimal health.
- b. Help to restore the former living conditions, when possible.

The staff of the Department of Aging and Veterans Services has complied with County regulations in drafting a Continuity of Operations Plan (COOP). This plan outlines how staff will handle the various parts of their jobs following an event that could interrupt the normal operations. It includes information about the physical needs of staff, as well as the means to handle the interruption of tasks.

2. Identify each of the local Office of Emergency Services (OES) contact person(s) within the PSA that the AAA will coordinate with in the event of a disaster (add additional information as needed for each OES within the PSA):

Name	Title	Telephone	Email
Richard Murdock	Chief of Emergency Services	Office: 209-552-3600	Murdock@stanoes.com

## 3. Identify the Disaster Response Coordinator within the AAA:

Name	Title	Telephone	Email
Tiffany Fanfa	Planner	Office: 209-525-4612 Cell: 209-289-3943	Fanfatiff@stancounty.com

## 4. List critical services the AAA will continue to provide to the participants after a disaster and describe how these services will be delivered (i.e., Wellness Checks, Information, Nutrition programs):

Critical Services	How Delivered?
<b>A Information &amp; Assistance</b>	<b>A</b> Resources at the AAA office or remotely, using access through forwarded calls to I & A cell phones and secure access messaging.
<b>B Meals</b>	<b>B</b> Systems are in place to continue home-delivered meal service or congregate meals via drive thru service.
<b>C MSSP</b>	<b>C</b> Assist social workers to contact potentially affected older adults.
<b>D Post-disaster Follow-up</b>	<b>D</b> Contact older adults within affected area using county and AAA database, offer information and potential assistance. Wellness checks, if needed by department social workers.

5. List critical services the AAA will provide to its operations after a disaster and describe how these services will be delivered (i.e., Cyber Attack, Fire at your building, Evacuation of site, Employee needs)

<b>Critical Services</b>	<b>How Delivered?</b>
<b>A Information &amp; Assistance</b>	<b>A Resources at the AAA office or remotely, using access through forwarded calls to staff or I&amp;A cell phones and secure access messaging.</b>
<b>B Alternate Location Established</b>	<b>B Through the County COOP (Continuity of Operations Planning System), alternate locations are established to continue services if evacuation is necessary.</b>
<b>C MSSP</b>	<b>C Assist social workers to contact potentially affected older adults.</b>
<b>D Post-disaster Follow-up</b>	<b>D Contact older adults within affected area using county and AAA database, offer information and potential assistance. Wellness checks, if needed by department social workers.</b>

6. List critical resources the AAA need to continue operations.
- Technical support
  - Remote access services
7. List any agencies or private/non-government organizations with which the AAA has formal or nonformal emergency preparation or response agreements. (Contractual or MOU)

As a county department, the AAA staff acts under the direction of the Office of Emergency Services (OES). Therefore, the Department of Aging and Veterans Services is dependent upon the OES to maintain agreements with the American Red Cross, FEMA, and state agencies. Each of the AAA provider agencies must submit, as part of their contract, their disaster plans.

8. Describe how the AAA will:
- Identify vulnerable populations:
  - Identify possible needs of the participants before a disaster event (PSPS, Flood, Earthquake, ETC)
  - Follow up with vulnerable populations after a disaster event.

The AAA staff will use the databases that include MSSP and home-delivered meals clients. We will coordinate with the county In Home Supportive Services Department to help contact and assist their clients. The AAA staff will work with the Latino Community Roundtable, a non-profit group who has agreed to assist in contacting citizens in the Hispanic population, especially Hispanic seniors, in case of emergencies. Follow-up with these vulnerable populations will be conducted after a disaster event.

We will seek to contact these clients via telephone, if applicable, or by visit to their home or shelter. We will help with completion of forms, referrals for appropriate repairs to homes, or reparation, depending upon the nature of the disaster and the availability of appropriate alternatives, such as housing.

9. How is disaster preparedness training provided?

- AAA to participants and caregivers
- To staff and subcontractors

Because the AAA is part of the larger Stanislaus County Continuity of Operations (COOP) Disaster Plan, staff training consists of quarterly safety trainings which will include keeping new staff apprised of the overall plan. The Disaster Plan Coordinator will keep the COOP updated and take appropriate training to do so. In addition, each of the AAA provider agencies must submit, as part of their contract, their disaster plans to the AAA.

**SECTION 13. NOTICE OF INTENT TO PROVIDE DIRECT SERVICES**

CCR Article 3, Section 7320 (a)(b) and 42 USC Section 3027(a)(8)(C)

If a AAA plans to directly provide any of the following services, it is required to provide a description of the methods that will be used to assure that target populations throughout the PSA will be served.

☐ Check if not providing any of the below-listed direct services.

**Check applicable direct services****Title IIIB**

- ☒ Information and Assistance  
☒ Case Management  
☒ Outreach  
☒ Program Development  
☒ Coordination  
☐ Long Term Care Ombudsman

**Check each applicable Fiscal Year****24-25      25-26      26-27      27-28**

- ☒ ☒ ☒ ☒  
☒ ☒ ☒ ☒  
☒ ☒ ☒ ☒  
☒ ☒ ☒ ☒  
☒ ☒ ☒ ☒  
☐ ☐ ☐ ☐

**Title IIID**

- ☐ Health Promotion – Evidence-Based

**24-25      25-26      26-27      27-28**

- ☐ ☐ ☐ ☐

**Title IIIE<sup>9</sup>**

- ☒ Information Services  
☒ Access Assistance  
☒ Support Services  
☒ Respite Services  
☒ Supplemental Services

**24-25      25-26      26-27      27-28**

- ☒ ☒ ☒ ☒  
☒ ☒ ☒ ☒  
☒ ☒ ☒ ☒  
☒ ☒ ☒ ☒  
☒ ☒ ☒ ☒

**Title VII**

- ☐ Long Term Care Ombudsman

**24-25      25-26      26-27      27-28**

- ☐ ☐ ☐ ☐

**Title VII**

- ☐ Prevention of Elder Abuse, Neglect,  
and Exploitation.

**24-25      25-26      26-27      27-28**

- ☐ ☐ ☐ ☐

Describe methods to be used to ensure target populations will be served throughout the PSA.

**Information and Assistance:**

The staff of the AAA produces and distributes a flyer in English (pink) and Spanish (blue) that lists names and phone numbers of agencies and services that are available throughout Stanislaus County. The AAA direct line, 209-558-8698, and the 1-800-510-2020 numbers are listed prominently on the front of the flyer. These flyers are distributed at all outreach events, through the service providers, at doctor offices, churches, city, and county offices. The “pinks” and “blues” are well-known to many people, due to the efforts of staff and volunteers who recognize that using this resource to either contact our office or the numbers listed will result in positive connections in Stanislaus County. These flyers are updated 2-3 times during the year to ensure the most current and accurate information is being conveyed to the general public. The main AAA staff person responsible for Information and Assistance is bilingual, English, and Spanish. As noted in several

other areas, the AAA staff and volunteers can always find more creative ways to distribute these flyers, as well as information about other services.

### **Case Management:**

As mentioned under Priority Services, the Case Management Program has been beneficial to persons who cannot qualify for the MSSP program because of their level of income. In the years since this program became a direct service, the AAA staff have assisted older adults navigate through what can be a maze of potential services to help them maintain independence in their homes. The staff has coordinated with other agencies and has been able to maintain contact with their clients until other services have been accessed. This program has been a valuable asset helping older adults access the variety of services available through the AAA.

The AAA staff attends many older adult outreach events each year. These include those sponsored by the Stanislaus Elder Abuse Prevention Alliance (SEAPA); health information events sponsored by various agencies; the annual Healthy Aging and Fall Prevention Summit; and community events, particularly in under-served small communities. Presentations to groups such as classes at the Modesto Junior College, and service clubs in each community serve to give information to groups that interact with members of the target populations in ways that the AAA staff would not usually meet.

### **Outreach:**

Maintaining the Outreach Program as a direct service allows the AAA staff to give complete and accurate information to the general public and to specific target populations. In recent years our staff has grown to include a Director of Volunteer Services. This staff member helps represent the AAA at outreach events. As the staff seeks to increase volunteer involvement, general information is distributed, increasing the presence of the AAA in multiple communities throughout the county.

### **Program Development and Coordination:**

The AAA staff will use Program Development and Coordination funding to partner with agencies beyond the current service providers, as well as to assist our providers to enhance and improve their programs. For the coming years these will include reaching out to older adults that are having difficulties meeting expenses; those that may become isolated due to various circumstances; those who are culturally or geographically challenged; those who are victims of abuse; or those older adults that need some assistance or equipment to maintain their independence. The staff has sought ways to work with other non-profit and government agencies that will allow the staff and volunteers the opportunity to continue various services.

### **Family Caregiver Support Program:**

The Family Caregiver Support Program (FCSP) has been a direct service of the AAA since FY 2003-2004. Referrals for this service have come naturally from the Information and Assistance Program (Senior Information Line) and through agencies such as Community Hospice and Adult Protective Services. The AAA staff members that are bi-lingual, English/Spanish, have been able to effectively assess and address the needs of caregivers whose principle language is Spanish. The AAA staff regularly meets with caregivers in the various cities, towns, and rural areas throughout the county to assess their needs and determine how the AAA can assist them. Public Information and Community Education opportunities are available in rural and urban communities. Included in these opportunities are presentations to college students, attendance at health fairs, and participation in educational workshops specifically aimed at caregivers. The AAA staff has co-sponsored a number of events organized by the Northern California and Northern Nevada

Chapter of the Alzheimer's Association, providing information and support for caregivers of Alzheimer's disease patients. The AAA staff continues to maintain a booklet, *Caregiver Information, Services and Resources in Stanislaus County*, and ensures an updated version is posted on the [www.agingservices.info](http://www.agingservices.info) website. Hard copies are printed twice per year to distribute at outreach events, and for each caregiver that is assessed for participation in the Family Caregiver Support Program (FCSP). As workshop opportunities and potentially helpful information is available, the AAA staff notifies caregivers via a private email list-serve. Notification is sent to any caregiver who requests participation, being assured that their address and other private information is never shared. Two to three notifications per month, on average, are sent to over 100+ caregivers. From the beginning of the FCSP, the staff at the AAA determined that the best use of these specific funds has been to provide a limited amount of respite opportunities through vendor contracts with local home health agencies.

The AAA staff starts the FCSP intake process through the Information and Assistance Senior Information line. Once the initial screening is completed over the phone, potential clients are referred to the Family Caregiver Support Program social worker. The social worker schedules a home visit to the caregiver and care receiver to conduct an in-home assessment. This is done prior to authorization in order to determine activities of daily living and other specific needs. Part of the assessment also includes judging the feasibility of purchasing assistive devices. The ability to authorize funds for in-home respite assistance as well as some assistive devices not covered by insurance policies has made this program essential to helping caregivers maintain their loved ones at home for a greater amount of time. The assessments and in-home assistance have been available throughout the county, in rural and urban settings, and with caregivers who require services in languages other than English. The AAA staff also makes referrals to the Fall Prevention Dignity at Home program to conduct Fall assessments and home safety. In addition, the AAA collaborates with other county agencies such as Adult Protective Services and the In-Home Supportive Services programs to assist caregivers with particular needs. Referrals for the FCSP services are received from multiple sources and the program has successfully assisted caregivers who would not typically seek help from a county department. There is a common misconception that county services are only available for persons with low income. As a direct service of the AAA, the Family Caregiver Program has been the introduction to many services with no income requirement, diffusing this misunderstanding for many people.

<sup>6</sup> Refer to CDA Service Categories and Data Dictionary.



**SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES**

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

**Identify Service Category:** \_\_\_\_\_

Check applicable funding source:<sup>9</sup>

☒ IIIB

☐ IIIC-1

☐ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

**Provide:** documentation below that substantiates this request for direct delivery of the above stated service<sup>10</sup>: \_\_\_\_\_

**Title IIIB Cash/Material Aid:**

As the primary agency serving older adults, the Area Agency on Aging (AAA) is a natural and readily accessible program for a variety of older adult resources and assistance. In many cases, it has become preferable to contact the AAA rather than contacting other agencies that serve older adults with income guidelines or limited parameters. The Title IIIB Information and Assistance Program continuously fields calls and requests for assistance because of a myriad of situations and challenges. Requests range from asking for assistance to avoid utilities from being shut-off, emergency rental assistance, meals, or other immediate needs. Referrals for immediate assistance come from home health agencies, healthcare organizations, government agencies, and discharge planners from hospitals and re-habilitation facilities. Coordination among these agencies is key to meeting the needs of the consumers. The AAA staff is qualified to handle this

coordination as a neutral agency. The AAA staff will continue to partner with other agencies to meet these needs, especially when an older adult is in danger of potential abuse, has a utility shut-off notice, or other immediate emergency. Partner agencies/departments include Adult Protective Services, Catholic Charities, and the Senior Advocacy Network-Senior Law Project.

The AAA staff works with the partner agencies to assist with some payments, dependent upon the need. Assessments include helping the older adult to understand the aid is intended as meeting the emergency need and not as an on-going funding source. The AAA staff provides the assistance directly to the entity requesting payment: the utility company or landlord, etc. The aid is sometimes given as part of the services available through the Case Management Program, assisting the older adult by connecting the adult to services such as low-income programs through utility companies or registering the older adult in a Representative Payee program. The AAA staff seeks to aid while encouraging the older adult to find the means to maintain their independence.

The AAA staff that assesses and approves the use of these funds manages and oversees other programs. In addition, the procedures used to handle the consumer's needs includes the involvement of other AAA staff members. The cost for each of these staff can be spread over several programs, retaining most of the funds to assist consumers. Procedures include assessing the need, determining possible alternative funding sources, and determining the client's ability to avoid future emergencies. Cash/Material Aid will be used for immediate needs that cannot be met by other sources, or in conjunction with funding from other sources. It will be used to help a client to maintain the safest possible living situation, within their own abilities.

## **SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES**

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

**Identify Service Category:** \_\_\_\_\_

Check applicable funding source:<sup>9</sup>

☐ IIIIB

☒ IIIC-1

☐ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

**Provide:** documentation below that substantiates this request for direct delivery of the above stated service<sup>10</sup>: \_\_\_\_\_

### **Title IIIC-1 Congregate Meals**

In February 2018 the agency that had been the provider for both Senior Meals programs notified the AAA that they would not seek to have their contracts renewed, effective June 30, 2018. To avoid a disruption of services, the AAA staff negotiated solutions that included temporary approval for the AAA to do the Congregate Meals program as a direct service, with the provision that a Request for Proposal (RFP) would be done during the 2018-2019 fiscal year.

Following the completed RFP done in January 2019, one local non-profit agency and one school system were approved as Congregate Meals providers for two communities, Turlock, and Newman. Despite the concerted efforts of the AAA staff, no other proposals were received to be providers for the Congregate Meals sites for the balance of the County. One of the vendors that

had supplied meals during FY 2018-2019 responded to the RFP to continue as a vendor, supplying the meals for the balance of the sites. The AAA has maintained the administration for the majority of the Congregate sites. The AAA staff expanded to include the positions of site managers, drivers, and a designated staff member that coordinates the data entry, management of supplies, and volunteer assistance. A Registered Dietitian (RD), a contract employee of the County, has continued to fulfill the requirement for RD oversight for all the sites.

## **SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES**

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

**Identify Service Category:** \_\_\_\_\_

Check applicable funding source:<sup>9</sup>

☐ IIIIB

☐ IIIC-1

☒ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

**Provide:** documentation below that substantiates this request for direct delivery of the above stated service<sup>10</sup>: \_\_\_\_\_

### **Title IIIC-2 Home-Delivered Meals**

A Request for Proposal went out in January 2019, which resulted in only one agency responding to provide the Home-Delivered Meals. The AAA staff is applying to continue to provide this program as a direct service, with the successful proposer to continue as a vendor since the proposer is a for-profit entity. The company has successfully provided the meals and has done the delivery since July 2019. The AAA staff has administered the program by assessing eligibility, maintaining the database of participants, ensuring that all the requirements of the program are met, including adherence to the nutrition requirements, and attention to appropriate policies and procedures.

The AAA staff is equipped to handle calls for service through the Information and Assistance Program. The AAA staff will continue to coordinate the various parts of the Home-Delivered Meals program throughout Stanislaus County, maintaining a basic level of service, and striving to meet more of the real needs of older adults.

**SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES**

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

**Identify Service Category:** \_\_\_\_\_

Check applicable funding source:<sup>9</sup>

☐ IIIIB

☐ IIIC-1

☐ IIIC-2

☒ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

**Provide:** documentation below that substantiates this request for direct delivery of the above stated service<sup>10</sup>: \_\_\_\_\_

**Title IIIE- Family Caregiver Support Program**

The Family Caregiver Support Program has been operated successfully as a direct service through the AAA for over 17 years. The AAA staff has provided services in each of the five areas: Support Services, Respite Care, Supplemental Services, Access Assistance, and Information Services.

**Caregiver Access:**

For Caregiver Access, the AAA participates in outreach events, ensuring that information about the Family Caregiver program is part of the literature offered at these events. One example is the HICAP Medicare Enrollment Workshops, Senior Information Day in Modesto and Oakdale, Healthy Aging Summit, Healthy Aging Age of Movement, and many more. In addition to the brochure for the program, the AAA staff distributes a booklet, *Caregiver Information, Services, and*

*Resources in Stanislaus County*, developed to give the public detailed information about the AAA and other agencies that assist caregivers. The Information and Assistance staff has been trained to offer additional services to caregivers beyond the Family Caregiver program.

### **Caregiver Information Services:**

The bilingual Information and Assistance Program staff begin the Caregiver Assessment process by completing the initial intake based on calls from the Senior Information Line. The intake is then referred to the Family Caregiver program social worker who completes the assessment by making a home visit to determine the specific needs of the caregiver and care recipient. The information services have been met with relief and gratitude by the caregivers. Staff that handle the assessments include the I&A staff persons as well as AAA social workers. The staff has easily been able to access the resources within the AAA, including the fiscal and administrative staff. The AAA staff can accomplish the administrative duties that are required for the FCSP, in addition to other duties, making the provision of the multiple services more cost effective for the AAA to provide this service. The AAA staff can dedicate more funds for respite services due to the shared responsibilities within the department.

Information Services for caregivers also includes a private email list maintained by AAA staff. The staff sends an average of 2-3 emails per month to caregivers to keep them informed about workshops, support groups, webinars, and events that will assist them in their role as caregivers. The list has included over 150 participants for more than seven years. In addition, the AAA staff makes presentations to civic organizations, residents at older adult housing complexes, and local colleges. These presentations include information about all the AAA programs, including the Family Caregiver Support Program.

### **Caregiver Support:**

Caregiver Support funding will include future caregiver trainings and wellness retreats, as described in Section 3.

### **Caregiver Respite:**

Respite care is where PSA 30 spends most funding for the Title III E Family Caregiver Program. The AAA staff has developed and maintained professional relationships with local home health agencies that have been available to supply respite services to hundreds of caregivers. Contracts with two in-home agencies include requirements to provide respite to caregivers throughout the county, including the rural and largely minority communities. Title III E contracted respite care can include up to 40 hours, per fiscal year, of personal care, in-home supervision, and homemaking services.

### **Caregiver Supplemental:**

Overhead costs ensure the purchase of appropriate consumable supplies or assistive devices for the Title III E Family Caregiver Support Program. Administrative costs include all parts of the AAA, including the work of the fiscal staff.

## **SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES**

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

**Identify Service Category:** \_\_\_\_\_

Check applicable funding source:<sup>9</sup>

☐ IIIIB

☐ IIIC-1

☐ IIIC-2

☐ IIIE

☐ VII

☒ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

**Provide:** documentation below that substantiates this request for direct delivery of the above stated service<sup>10</sup>: \_\_\_\_\_

### **HICAP**

The HICAP program has been part of the AAA direct services since FY 2006-07 and the HICAP staff have been able to access county resources such as the fiscal and administrative staff already located in the AAA office. The staff includes 3 Full-time Extra Help positions and 8 certified volunteer counselors. This arrangement combines AAA and HICAP resources to reach out to potential consumers and volunteers. The staff and volunteers include persons who are bilingual, English, and Spanish.

The AAA staff members who are trained to answer basic questions about HICAP and all AAA programs include the Information & Assistance (I&A) staff. The I&A staff have been able to assist the HICAP staff and volunteers arrange for appointments by getting preliminary information from clients to streamline the appointment times. In addition, HICAP staff and volunteers assist the



other AAA staff at outreach events, distributing information for all AAA programs. The HICAP staff has established counseling appointments one day each month in cities away from the Modesto office. Either a staff member or a volunteer meets consumers in Turlock, Oakdale, Ceres, and Patterson. This gives the counselors the opportunity to reach people who might not drive to Modesto thus addressing the needs of older adults that may be geographically isolated. For consumers for whom the primary language is Spanish, a bilingual staff member conducts the appointment. These special counseling days have been arranged with the assistance of AAA staff and the staffs of the senior centers in those cities.

Collaboration between the divisions within the Department of Aging and Veterans Services continues to benefit from the presence of the HICAP staff and volunteers as one part of our department. In-person referrals and questions are easily handled, more effectively benefitting the consumer than would be available should the HICAP be contracted to a different agency.

<sup>7</sup> Section 15 does not apply to Title V (SCSEP).

<sup>8</sup> For a HICAP direct services waiver, the managing AAA of HICAP services must document that all affected AAAs agree.

**SECTION 15. GOVERNING BOARD**

**GOVERNING BOARD MEMBERSHIP  
2024-2028 Four-Year Area Plan Cycle**

CCR Article 3, Section 7302(a)(11)

**Total Number of Board Members:**      5

<b>Name and Title of Officers:</b>	<b>Office Term Expires:</b>
Mani Grewal, Chairman	January 2027
Buck Condit, Vice-Chairman	January 2025

<b>Names and Titles of All Members:</b>	<b>Board Term Expires:</b>
Vito Chiesa	January 2025
Terry Whithrow	January 2027
Channcce Condit	January 2025

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

**SECTION 16. ADVISORY COUNCIL****ADVISORY COUNCIL MEMBERSHIP  
2024-2028 Four-Year Planning Cycle**

Older Americans Act Reauthorization Act of 2020 Section 306(a)(6)(D)  
45 CFR, Section 1321.57 CCR Article 3, Section 7302(a)(12)

Total Council Membership (include vacancies): 21

Number and Percent of Council Members over age 60: 17 = 76% Council 60+

<b>Race/Ethnic Composition</b>	<b>% Of PSA's 60+Population</b>	<b>% on Advisory</b>
White (Non-Minority)	65,645	15%
Hispanic	30,619	65%
Black	2,812	71%
Asian/Pacific Islander	8,277	24%
American Indian & Alaskan Native	831	24%
Other	3,202	

**Name and Title of Officers:****Office Term Expires:**

Martha Martin, President	June 2024
Joyce Gandelman, 1 <sup>st</sup> Vice President	June 2024
Richard Navarro, 2 <sup>nd</sup> Vice President	June 2024

**Name and Title of other members:****Office Term Expires:**

Susan E. Hall	June 2026
John R. Dinan	June 2025
Lupe Aguilera	June 2025
Eileene King	June 2026

**Name and Title of other members:****Office Term Expires:**

Billie Taylor	June 2024
RoseLee Hurst	June 2025
Kenneth Hanigan	June 2024
Ben Reuben	June 2024
Teresa Jenna	June 2024
Jeri Johnson	June 2025
Sebastian Jones	June 2024
Rachell LeViege	June 2024
Marye Martinez	June 2024
Hayley Vieyra	June 2026
Dianna Olsen	June 2024
Nirmal Basi	June 2024

**Indicate which member(s) represent each of the “Other Representation” categories listed below.**

**Yes No**

- ☒ ☐ Representative with Low Income  
☒ ☐ Representative with a Disability  
☒ ☐ Supportive Services Provider  
☒ ☐ Health Care Provider  
☒ ☐ Local Elected Officials  
☒ ☐ Persons with Leadership Experience in Private and Voluntary Sectors

**Yes No Additional Other (Optional)**

- ☒ ☐ Family Caregiver, including older relative caregiver  
☐ ☐ Tribal Representative  
☒ ☐ LGBTQ Identification  
☒ ☐ Veteran Status  
☐ ☐ Other \_\_\_\_\_

**Explain any “No” answer(s):**

**Explain what happens when term expires, for example, are the members permitted to remain in their positions until reappointments are secured? Have they been replaced, renewed or other?**

For local governing board appointed Advisory Council members, a letter is generated by the clerk of the board when the membership term nears expiration. The letter comes via email to the AAA Executive Assistant who inquires with the appointed member to determine whether they choose to continue. When the AAA receives confirmation that the member desires to continue,

an email goes back to the clerk of the board who updates the term of office. If they do not wish to continue, the process starts to appoint a new member.

**Briefly describe the local governing board's process to appoint Advisory Council members:**

Each supervisor appoints two members from his or her county district. The supervisor may identify a potential candidate, or a candidate may be recommended as a person interested in serving on the Commission on Aging. That person is interviewed by the supervisor or the representative of the supervisor and is subsequently chosen to represent the older adults, persons with disabilities, and caregivers of that district. The AAA staff and Commission on Aging leadership are notified of the appointment and the person is admitted as a voting member of the Commission.

**SECTION 17. MULTIPURPOSE SENIOR CENTER ACQUISTION OR CONSTRUCTION COMPLIANCE REVIEW <sup>11</sup>**

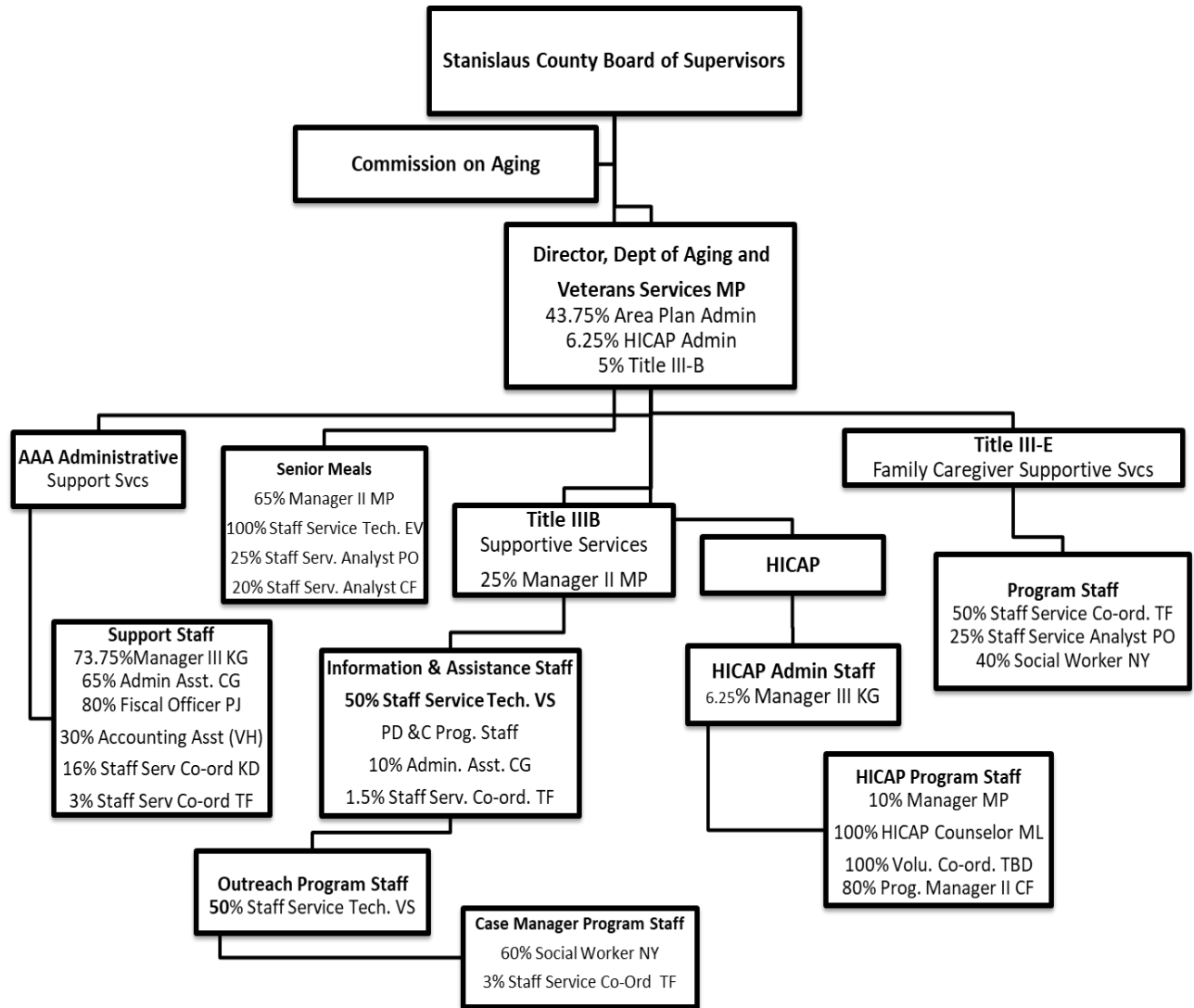
CCR Title 22, Article 3,  
Section 7302(a)(15)  
**20-year tracking requirement**

- ☒ No. Title IIIB funds not used for Acquisition or Construction.
- ☐ Yes. Title IIIB funds used for Acquisition or Construction.

Title III Grantee and/or Senior Center (complete the chart below):

Title III Grantee and/or Senior Center	Type Acq/Const	IIIB Funds Awarded	% Total Cost	Recapture Period  Begin	Recapture Period  End	Compliance Verification State Use Only
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						

<sup>9</sup> Acquisition is defined as obtaining ownership of an existing facility (in fee simple or by lease for 10 years or more) for use as a Multipurpose Senior Center.

**SECTION 18. ORGANIZATION CHART****PSA 30: Area Agency on Aging**

Attachment: Area Plan 2024-2028 (Approve Area Plan, 2024-2028)

## **SECTION 19. ASSURANCES**

Pursuant to the Older Americans Act Reauthorization Act of 2020, (OAA), the Area Agency on Aging assures that it will:

### **A. Assurances**

#### **1. OAA 306(a)(2)**

Provide an adequate proportion, as required under Older Americans Act Reauthorization Act of 2020 Section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services—

- (A) services associated with access to services (transportation, health services (including mental and behavioral health services) outreach, information and assistance, (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible) and case management services);
- (B) in-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and
- (C) legal assistance; and assurances that the area agency on aging will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded;

#### **2. OAA 306(a)(4)(A)(i)(I-II)**

- (I) provide assurances that the area agency on aging will -
  - (aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;
  - (bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and;
- (II) include proposed methods to achieve the objectives described in (aa) and (bb) of subclause (I);

#### **3. OAA 306(a)(4)(A)(ii)**

Include in each agreement made with a provider of any service under this title, a requirement that such provider will—

- (I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;
- (II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older



individuals residing in rural areas in accordance with their need for such services; and

- (III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area.

4. OAA 306(a)(4)(A)(iii)

With respect to the fiscal year preceding the fiscal year for which such plan is prepared—

- (I) identify the number of low-income minority older individuals in the planning and service area.
- (II) describe the methods used to satisfy the service needs of such minority older individuals; and
- (III) provide information on the extent to which the area agency on aging met the objectives described in assurance number 2.

5. OAA 306(a)(4)(B)

Use outreach efforts that —

- (i) identify individuals eligible for assistance under this Act, with special emphasis on—
  - (I) older individuals residing in rural areas.
  - (II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
  - (III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
  - (IV) older individuals with severe disabilities.
  - (V) older individuals with limited English proficiency.
  - (VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
  - (VII) older individuals at risk for institutional placement, specifically including survivors of the Holocaust; and
- (ii) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance;

6. OAA 306(a)(4)(C)

Contain an assurance that the Area Agency on Aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older

individuals and older individuals residing in rural areas;

7. OAA 306(a)(5)

Provide assurances that the Area Agency on Aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement with agencies that develop or provide services for individuals with disabilities;

8. OAA 306(a)(6)(I)

Describe the mechanism(s) for assuring that each Area Plan will include information detailing how the Area Agency will, to the extent feasible, coordinate with the State agency to disseminate information about the State assistive technology entity and access to assistive technology options for serving older individuals.

9. OAA 306(a)(9)(A)-(B)

(A) Provide assurances that the Area Agency on Aging, in carrying out the State Long-Term Care Ombudsman program under 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2019 in carrying out such a program under this title;

(B) funds made available to the Area Agency on Aging pursuant to section 712 shall be used to supplement and not supplant other Federal, State, and local funds expended to support activities described in section 712;

10. OAA 306(a)(11)

Provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as “older Native Americans”), including—

(A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;

(B) An assurance that the Area Agency on Aging will to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and

(C) An assurance that the Area Agency on Aging will make services under the area plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans.

11. OAA 306(a)(13)(A-E)

(A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;

(B) disclose to the Assistant Secretary and the State agency—

- (i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and
  - (ii) the nature of such contract or such relationship.
- (C) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such contract or such relationship;
- (D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such contract or such relationship; and
- (E) on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals;

12. 306(a)(14)

Provide assurances that preference in receiving services under this Title will not be given by the Area Agency on Aging to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title;

13. 306(a)(15)

Provide assurances that funds received under this title will be used—

- (A) to provide benefits and services to older individuals, giving priority to older individuals identified in Section 306(a)(4)(A)(i); and
- (B) in compliance with the assurances specified in Section 306(a)(13) and the limitations specified in Section 212;

14. OAA 305(c)(5)

In the case of a State specified in subsection (b)(5), the State agency shall provide assurance, determined adequate by the State agency, that the Area Agency on Aging will have the ability to develop an area plan and to carry out, directly or through contractual or other arrangements, a program in accordance with the plan within the planning and service area.

15. OAA 307(a)(7)(B)

- i. no individual (appointed or otherwise) involved in the designation of the State agency or an Area Agency on Aging, or in the designation of the head of any subdivision of the State agency or of an Area Agency on Aging, is subject to a conflict of interest prohibited under this Act;
- ii. no officer, employee, or other representative of the State agency or an Area Agency on Aging is subject to a conflict of interest prohibited under this Act; and
- iii. mechanisms are in place to identify and remove conflicts of interest prohibited under this Act.

## 16. OAA 307(a)(11)(A)

- i. enter into contracts with providers of legal assistance, which can demonstrate the experience or capacity to deliver legal assistance;
- ii. include in any such contract provisions to assure that any recipient of funds under division (i) will be subject to specific restrictions and regulations promulgated under the Legal Services Corporation Act (other than restrictions and regulations governing eligibility for legal assistance under such Act and governing membership of local governing boards) as determined appropriate by the Assistant Secretary; and
- iii. attempt to involve the private bar in legal assistance activities authorized under this title, including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis.

## 17. OAA 307(a)(11)(B)

That no legal assistance will be furnished unless the grantee administers a program designed to provide legal assistance to older individuals with social or economic need and has agreed, if the grantee is not a Legal Services Corporation project grantee, to coordinate its services with existing Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds provided under this title on individuals with the greatest such need; and the Area Agency on Aging makes a finding, after assessment, pursuant to standards for service promulgated by the Assistant Secretary, that any grantee selected is the entity best able to provide the particular services.

## 18. OAA 307(a)(11)(D)

To the extent practicable, that legal assistance furnished under the plan will be in addition to any legal assistance for older individuals being furnished with funds from sources other than this Act and that reasonable efforts will be made to maintain existing levels of legal assistance for older individuals; and

## 19. OAA 307(a)(11)(E)

Give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

## 20. OAA 307(a)(12)(A)

Any Area Agency on Aging, in carrying out such services will conduct a program consistent with relevant State law and coordinated with existing State adult protective service activities for -

- i. public education to identify and prevent abuse of older individuals.
- ii. receipt of reports of abuse of older individuals.
- iii. active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance where appropriate and consented to by the parties to be referred; and
- iv. referral of complaints to law enforcement or public protective service

agencies where appropriate.

21. OAA 307(a)(15)

If a substantial number of the older individuals residing in any planning and service area in the State are of limited English-speaking ability, then the State will require the Area Agency on Aging for each such planning and service area -

- (A) To utilize in the delivery of outreach services under Section 306(a)(2)(A), the services of workers who are fluent in the language spoken by a predominant number of such older individuals who are of limited English-speaking ability.
- (B) To designate an individual employed by the Area Agency on Aging, or available to such Area Agency on Aging on a full-time basis, whose responsibilities will include:
  - i. taking such action as may be appropriate to assure that counseling assistance is made available to such older individuals who are of limited English-speaking ability in order to assist such older individuals in participating in programs and receiving assistance under this Act; and
  - ii. providing guidance to individuals engaged in the delivery of supportive services under the area plan involved to enable such individuals to be aware of cultural sensitivities and to take into account effective linguistic and cultural differences.

22. OAA 307(a)(18)

Conduct efforts to facilitate the coordination of community-based, long-term care services, pursuant to Section 306(a)(7), for older individuals who -

- (A) reside at home and are at risk of institutionalization because of limitations on their ability to function independently;
- (B) are patients in hospitals and are at risk of prolonged institutionalization; or
- (C) are patients in long-term care facilities, but who can return to their homes if community-based services are provided to them.

23. OAA 307(a)(26)

Area Agencies on Aging will provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care.

B. Code of Federal Regulations (CFR), Title 45 Requirements:

24. CFR [1321.53(a)(b)]

(a) The Older Americans Act intends that the area agency on aging shall be the leader relative to all aging issues on behalf of all older persons in the planning and service area. This means that the area agency shall proactively carry out, under the leadership and direction of the State agency, a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to lead to the development or enhancement of comprehensive and coordinated community-based systems in, or serving, each community in the Planning and Service Area. These systems shall be

designed to assist older persons in leading independent, meaningful and dignified lives in their own homes and communities as long as possible.

(b) A comprehensive and coordinated community-based system described in paragraph (a) of this section shall:

- (1) Have a visible focal point of contact where anyone can go or call for help, information or referral on any aging issue;
- (2) Provide a range of options;
- (3) Assure that these options are readily accessible to all older persons: The independent, semi-dependent and totally dependent, no matter what their income;
- (4) Include a commitment of public, private, voluntary, and personal resources committed to supporting the system;
- (5) Involve collaborative decision-making among public, private, voluntary, religious, and fraternal organizations and older people in the community;
- (6) Offer special help or targeted resources for the most vulnerable older persons, those in danger of losing their independence;
- (7) Provide effective referral from agency to agency to assure that information or assistance is received, no matter how or where contact is made in the community;
- (8) Evidence sufficient flexibility to respond with appropriate individualized assistance, especially for the vulnerable older person;
- (9) Have a unique character which is tailored to the specific nature of the community;
- (10) Be directed by leaders in the community who have the respect, capacity, and authority necessary to convene all interested persons, assess needs, design solutions, track overall success, stimulate change and plan community responses for the present and for the future.

#### 25. CFR [1321.53(c)]

The resources made available to the Area Agency on Aging under the Older Americans Act are to be used to finance those activities necessary to achieve elements of a community-based system set forth in paragraph (b) of this section.

#### 26. CFR [1321.53(c)]

Work with elected community officials in the planning and service area to designate one or more focal points on aging in each community, as appropriate.

#### 27. CFR [1321.53(c)]

Assure that services financed under the Older Americans Act in, or on behalf of, the community will be either based at, linked to, or coordinated with the focal points designated.

#### 28. CFR [1321.53(c)]

Assure access from designated focal points to services financed under the Older Americans Act.

#### 29. CFR [1321.53(c)]

Work with, or work to assure that community leadership works with, other applicable agencies and institutions in the community to achieve maximum collocation at,

coordination with or access to other services and opportunities for the elderly from the designated community focal points.

30.CFR [1321.61(b)(4)]

Consult with and support the State's long-term care ombudsman program.

31.CFR [1321.61(d)]

No requirement in this section shall be deemed to supersede a prohibition contained in the Federal appropriation on the use of Federal funds to lobby the Congress; or the lobbying provision applicable to private nonprofit agencies and organizations contained in OMB Circular A-122.

32.CFR [1321.69(a)]

Persons age 60 and older who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services under this part.

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

DEPT: Information Technology Central

BOARD AGENDA: 5.B.5  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of an Agreement with Gartner, Inc., for Information Technology Consulting Services Through the Gartner Executive Program

**STAFF RECOMMENDATION:**

1. Approve the agreement with Gartner, Inc., in the amount of \$247,270 for Information Technology Services through the Gartner Executive Program.
2. Authorize the General Services Agency/Purchasing Agent to enter into an agreement with Gartner, Inc., for Information Technology Consulting Services and to sign any necessary documents.
3. Authorize the General Services Agency/Purchasing Agent to execute any amendments and extensions, subject to budget availability and in accordance with purchasing policy.

**DISCUSSION:**

Gartner, Inc., is a Fortune 500 company specializing in information technology (IT) research, consulting, and advisory services. In 2003, the California County Information Systems Directors Association (CCISDA) opened a Request for Proposal for information technology research and consulting with the intent of selecting a consolidated government contracting vehicle leveraging the full contracting power of all California counties. Through a competitive bid process, CCISDA selected Gartner, Inc., as the exclusive partner for this effort. The County of Ventura serves as the lead agency for CCISDA in this matter and holds the Master Agreement (Gartner Ventura County Contract #7914 dated March 12, 2019) that other California counties and cities may use for their own technology research and consulting requirements. The County of Ventura most recently issued RFP 5962, on November 27, 2018, in which the multijurisdictional team comprised of members from the County of Ventura and CCISDA unanimously recommended awarding to Gartner, Inc. for consulting and advisory services. On April 8<sup>th</sup>, 2024, Ventura County amended contract #7914, extending the contract term through April 30<sup>th</sup>, 2025.

Stanislaus County has been utilizing a component of Gartner services since June of 2019, through the Gartner Executive Program whereby Gartner research experts and resources are made available to consult on various information technology topics. This service has been previously used by the Department of Child Support Services related



to their information technology planning efforts, and by Information Technology Central (ITC) for IT strategy and project-related advice. These services have been employed related to several undertakings, including the Enterprise Resource Planning Project, review of IT purchases, various IT security-related projects and investigations, and on behalf of ITC customers.

The term of this contract covers the period from May 1, 2024, to April 30, 2025, and represents the annual renewal of the agreement last approved by the Board of Supervisors on June 28, 2022 (Resolution No. 2022-0345). The Board of Supervisors has approved prior annual renewals in September 2020 (Resolution No. 2020-0465), and October 2021 (Resolution No. 2021-0520).

Gartner's research continues to be a valuable and necessary component of County IT projects and product investigations.

It is recommended to approve the agreement for the Gartner Executive Program which provides resources for ITC managers and makes all of Gartner's research resources available for the term of the agreement.

#### **POLICY ISSUE:**

The County's Purchasing and Salvage Policy, consistent with California Government Code § 25502.5, requires all contracts and agreements whose value exceeds \$200,000 to be approved by the Board of Supervisors.

#### **FISCAL IMPACT:**

The \$247,270 cost for this IT Consulting agreement is included in Information Technology Central's Adopted Budget for Fiscal Year 2024.

#### **BOARD OF SUPERVISORS' PRIORITY:**

Approval of this agreement supports the Board of Supervisors' priorities of *Delivering Efficient Public Services* and *Community Infrastructure* by seeking to improve Stanislaus County's overall information technology operations and security posture.

#### **STAFFING IMPACT:**

Existing Information Technology Central, Chief Executive Office, and General Services Agency staff will execute and monitor this agreement.

#### **CONTACT PERSON:**

Eric McLoughlin  
CIO / Director, Information Technology Central

Telephone: (209) 525-6529

#### **ATTACHMENT(S):**

1. Gartner Agreement
2. Levine Act Disclosure Statement

## Gartner, Inc. Service Agreement for COUNTY OF STANISLAUS (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of Po Box 42 Modesto CA 95353-0042. (“Client”), and includes the Master Client Agreement (7914) between Gartner or Gartner’s parent or affiliate and Client or Client’s parent or affiliate dated MAR-2019 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

### 1. DEFINITIONS AND ORDER SCHEDULE:

**Services** are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

**Service Descriptions** describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Executive Programs Leadership Team Plus	Leader	1	Eric McLoughlin	01-MAY-2024	30-APR-2025		
Gartner for Enterprise IT Leaders	Individual Access Member: Security & Risk Mgmt	1	Ronnie Merritt	01-MAY-2024	30-APR-2025		
Executive Programs Leadership Team Plus	Advisor Member	1	Michael Pless	01-MAY-2024	30-APR-2025		
				Term Total	(Excluding applicable taxes)		\$247,270.00
				Total Services:	(Excluding applicable taxes)		\$247,270.00

1-2GOCHWJ1 2412 FA000281

### 2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Leadership Team Plus Leader	<a href="http://sd.gartner.com/sd_ep_team_plus_leader.pdf">http://sd.gartner.com/sd_ep_team_plus_leader.pdf</a>
Executive Programs Leadership Team Plus Advisor Member	<a href="http://sd.gartner.com/sd_ep_team_plus_advisor.pdf">http://sd.gartner.com/sd_ep_team_plus_advisor.pdf</a>
Gartner for Enterprise IT Leaders Individual Access Member: Security & Risk Mgmt	<a href="http://sd.gartner.com/sd_eitl_indiv.pdf">http://sd.gartner.com/sd_eitl_indiv.pdf</a>

### 3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to [purchaseorders@gartner.com](mailto:purchaseorders@gartner.com). This SA may be signed in counterparts.

### 4. CLIENT BILLING INFORMATION

Purchase Order Number

209-342-1729

Invoice Recipient Tel. No.

801 11th Street, Suite 4100, Modesto, CA 95354

Billing Address

Kathleen Rinehart

Invoice Recipient Name

ITCAccounting@stancounty.com

Invoice Recipient Email

### 5. AUTHORIZATION

**Client:**

**COUNTY OF STANISLAUS**

Signature

Date

Andrew Johnson

Print Name

GSA Director / Purchasing Agent

Title

**Gartner, Inc.**

DocuSigned by:

Ashley Beluch

3C6861B4DAC2436...

Signature

March 21, 2024

Date

Ashley Beluch

Print Name

Senior Contracts Specialist

Title

Approved as to Content:

By:

Eric McLoughlin (Mar 14, 2024 14:36 PDT)

Eric McLoughlin

Name

CIO / Director ITC

Title

Approved as to Form:

By:

Thomas Boze (Mar 13, 2024 14:56 PDT)

Thomas E. Boze

Name

County Counsel

Title

Attachment: Gartner Agreement (Agreement with Gartner, Inc., for Information Technology Consulting Services)

**\*\*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 Statement (Agreement with Gartner, Inc., for Information Technology Consulting Services)

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

Signature:	<div><div>DocuSigned by:</div><div>Melissa McKay</div><div>38838E34258B4E6...</div></div>	Date Signed: March 20, 2024
Print Name:	Melissa McKay	
Title:	Manager	
Company:	Gartner Inc.	

Attachment: Levine Act Disclosure Statement (Agreement with Gartner, Inc., for Information Technology Consulting Services)

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

DEPT: Public Defender

BOARD AGENDA: 5.B.6  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Retroactively Enter into a Contract Employee Agreement with Odilia Carter to Provide Conflict Attorney Panel Administrative Services for the Period of July 1, 2023, through February 14, 2024

**STAFF RECOMMENDATION:**

1. Approval to retroactively enter into a Contract Employee Agreement with Odilia Carter to provide Conflict Attorney Panel (CAP) Administration services for the period of July 1, 2023, through February 14, 2024.
2. Authorize the Public Defender, or designee, to sign the Contract Employee Agreement with Odilia Carter for CAP Administration services for the period of July 1, 2023, through February 14, 2024.

**DISCUSSION:**

The County has the responsibility of providing legal representation in the criminal legal system to indigent persons accused of crimes. In Stanislaus County, the Public Defender's Office is appointed to represent the indigent accused. The Public Defender's ultimate obligation is to properly represent each individual client, protecting their interests in the case, ensuring high quality advocacy and appropriate outcomes. If the Public Defender cannot properly represent the client's interests, due to a conflict or otherwise, (e.g., they already represent a witness adverse to the potential client or multiple defendants require separate counsel), the Alternate Defender's Office is appointed to represent the client. If the Public Defender and Alternate Defender cannot properly represent the client's interests, due to a conflict or otherwise, the Conflict Attorney Panel (CAP) nominates independent attorneys for appointment by the Superior Court to represent the client and administers the conflicts program for the County of Stanislaus. The Director of CAP ("Director") screens and qualifies independent attorneys to be on the Panel and has the sole discretion to determine which attorneys qualify for the Panel and the types of cases the attorneys are qualified to handle.

Under supervision of the Director, the CAP Administrator ("Administrator") manages the administrative functions of CAP. Of utmost importance is that the CAP administrator maintains his/her neutrality status as an entity housed under the Stanislaus County Public Defender's Office. The Administrator is responsible for assigning cases to qualified CAP attorneys, monitoring case flow, and ensuring that all designated conflict clients are assigned accountable, efficient, communicative, and effective counsel. The Administrator tracks caseloads, oversees quality control, and monitors "good standing" of attorneys. The Administrator maintains program records and assists with tracking

statistical information and developing reports relating to the program. The Administrator is also responsible for case management, including entering/updating cases in the case management system, monitoring court systems to update case information, and maintaining a panel attorney database with current assignments, contracts, and contact information. Additionally, the Administrator ensures that CAP Policies and Procedures are followed by qualified attorneys and fields inquiries from the attorneys about the Policies and Procedures. The Administrator is responsible for reviewing case billings and processing invoices for approval.

In December of 2022, the Public Defender identified a need for assistance in managing CAP beyond existing departmental resources. Odilia Carter was identified as having the needed experience with the nuances of indigent defense in Stanislaus County and was a logical choice to provide these services. Ms. Carter began working in this new capacity on December 19, 2022, with an executed agreement in place from December 19, 2022, until June 30, 2023. Upon the expiration of that agreement, the execution of the new contract was inadvertently overlooked due to staffing turnover in the Department, and the oversight was discovered during a recent internal audit. To ensure continuity of service, an agreement was executed on February 15, 2024, to cover the period of February 15, 2024, through June 30, 2024.

To prevent these types of errors from occurring in the future, the administration of personal services contractor (PSC) agreements will be integrated and aligned with the Department's overall contracting process, effective immediately. The current PSC contracting process is administered by the Finance Manager position within the Public Defender's Office. The updated PSC contracting process will now be included in the Department's overall contracting process that includes several checks and balances to reduce the risk of not renewing an agreement. Additionally, the Department will review new and current PSC contracts, and reconcile with payroll data quarterly to align with budget submission processes. Public Defender Management staff have been reminded that personal services contractors cannot begin or continue work without a valid, executed contract in place and have been provided training on the process that must be followed to procure a personal services contractor.

The Department is requesting authority to retroactively execute a contract employee agreement with Ms. Carter for the period of July 1, 2023, through February 14, 2024, to cover the period under which Ms. Carter worked without an agreement. Ms. Carter will continue to work under the direction of Public Defender Jennifer Jennison, acting as the CAP Administrator, and perform the duties outlined in the Contract Employee Agreement's scope of work at a rate of \$50 per hour.

#### **POLICY ISSUE:**

Board of Supervisors' approval is required for retroactive approval of an agreement.

#### **FISCAL IMPACT:**

The contract employee was compensated for the services provided from July 1, 2023, through February 14, 2024, at a rate of \$50 per hour. Sufficient appropriations are available in the Department's Fiscal Year 2024 budget to cover the costs associated with the staff recommendations.

There is no impact to the County General Fund.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Supporting a Strong and Safe Community* by providing legal representation for indigent defendants when the Public Defender's Office and the Alternate Defender's Office declare a conflict of interest in order to further the Department's mission of providing zealous advocacy through excellent client-centered legal representation.

**STAFFING IMPACT:**

Existing staff will monitor and execute the Contract Employee Agreement and support the services contained therein. There is no additional staffing impact associated with the approval of this agenda item.

**CONTACT PERSON:**

Jennifer Jennison, Public Defender

(209) 525-4222

**ATTACHMENT(S):**

1. Contract Employee Agreement



## CONTRACT EMPLOYEE AGREEMENT

This CONTRACT EMPLOYEE AGREEMENT is made and entered into by and between the COUNTY OF STANISLAUS ("County") and Odilia Carter ("Contract Employee") on July 1, 2023 through February 14, 2024 (the "Agreement").

### RECITALS

WHEREAS, the County has the temporary need for services involving procuring legal representation of eligible indigent persons where the Public Defender has a legal conflict of interest or other inability to act;

WHEREAS, the Contract Employee is specially trained, experienced, and competent to perform such services and has agreed to provide those 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 Contract Employee 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**, attached hereto and, by this reference, made a part hereof.

1.2 Services and work provided by the Contract Employee 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.

#### 2. CONSIDERATION

2.1 County shall pay Contract Employee as set forth in Exhibit A.

2.2 Contract Employee shall accrue one (1) hour of sick leave for every thirty (30) hours worked and may accumulate a total of not more than forty-eight (48) hours. Contract Employee is not eligible to begin using any accrued paid sick leave until after 90 days of performance under this Agreement. Sick leave may be used for one of the following reasons:

- For the Contract Employee's own diagnosis, care of treatment of an existing health condition or preventative care;

- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including: child, spouse or registered domestic partner, parent, grandparent, grandchild, or sibling; and
- To obtain any relief or services related to being a victim of domestic violence, sexual assault or stalking.

Contract Employee shall provide reasonable advance notification of his/her need to use accrued paid sick leave to his/her supervisor if the need for paid sick leave is foreseeable, (e.g., doctor's appointment scheduled in advance.) If the need for paid sick leave is unforeseeable, Contract Employee shall provide notice of the need for the leave to his/her supervisor as soon as is practicable. Paid sick leave will not be considered hours worked for purposes of overtime calculation. Contract Employee will not receive compensation for unused accrued paid sick leave upon termination or completion of performance of this Agreement. If Contract Employee is on-call, Contract Employee may only use paid sick leave on days worked or scheduled to work.

2.3 Except as expressly provided at 2.2 above and in Exhibit A of this Agreement, Contract Employee 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, Contract Employee shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

2.4 County shall withhold federal, state, and Medicare taxes appropriate for contract employees. Pursuant to the Omnibus Budget Reconciliation Act of 1990, which mandates an alternate plan to Social Security for public employees, the Contract Employee shall be enrolled in the Stanislaus County Social Security Replacement Plan ("Plan"). The County shall contribute to the Plan for the Contract Employee an amount equal to 2.0 percent of the gross compensation earned by the Contract Employee under this Agreement. The County also shall withhold 5.5 percent of the gross compensation earned by the Contract Employee under this Agreement and contribute such withholdings to the Plan for the Contract Employee. Except as stated above, the County has no responsibility or liability for payment of Contract Employee's taxes or assessments. The Contract Employee is solely responsible for the payment of all other taxes and other assessments.

### 3. CONDITION PRECEDENT

This Agreement may be conditioned upon the prior successful completion by the Contract Employee of a pre-placement drug screening test in accordance with the County's Pre-Placement Drug Testing Policy (the "Test") which, by this reference, is made a part hereof. This Agreement may not become effective unless and until the Contract Employee has successfully completed the Test. The initial Test shall be paid for by the County. The Test may be scheduled by the County and, if applicable, must

be taken by the Contract Employee within 48 hours of the execution of this Agreement.

4. TERM

4.1 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.

4.2 Either party may terminate this Agreement for convenience and without cause upon providing seven (7) calendar days prior written notice.

4.3 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.

4.4 This Agreement shall terminate automatically upon the occurrence of (a) death of the Contract Employee, or (b) Contract Employee's refusal to consent to a pre-placement drug screening Test, as set forth in Paragraph 3 herein, or Contract Employee's failure to successfully complete such Test in accordance with the County's Pre-Placement Drug Testing Policy.

4.5 Upon termination of this Agreement, the County will pay to Contract Employee all amounts owing to Contract Employee for services and work satisfactorily performed.

5. WORK SCHEDULE

Contract Employee's obligation is to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contract Employee that the performance of these services and work may require a varied schedule with the hours and times for completion of said services to be set by County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Contract Employee to provide the services and work described in Exhibit A must be procured by Contract Employee and be valid at the time Contract Employee enters into this Agreement. Further, during the term of this Agreement, Contract Employee 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 Contract Employee at no expense to the County.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise stated in Exhibit A, County shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contract Employee to provide the services identified in Exhibit A to this Agreement.

8. INSURANCE

If Contract Employee utilizes a motor vehicle in performing any of the work or services identified in Exhibit A, Contract Employee shall procure and maintain in force throughout the duration of this Agreement auto liability insurance policy that meets or exceeds the State Minimum Insurance Requirements. The coverage shall include all Contract Employee-owned vehicles and all hired and non-owned vehicles used in performing under this Agreement. An evidence of insurance shall be provided to the County at least ten (10) days prior to the start of services to be performed by the Contract Employee. The Contract Employee shall notify or cause the insurance carrier to notify the County should the policy be canceled or non-renewed during the term of this Agreement.

9. STATUS OF CONTRACT EMPLOYEE

9.1 It is understood by the parties that the Contract Employee is a temporary contract employee and not an independent contract employee. For purposes of performing those services listed in Exhibit A, the County shall have direct supervision over the Contract Employee and shall direct Contract Employee as to when and where Contract Employee's services shall be performed and shall treat Contract Employee as an employee except as to those items contained in Paragraph 2.2.

9.2 Contract Employee agrees to be bound and abide by all County policies, rules, and regulations.

10. RECORDS AND AUDITS

10.1 Contract Employee 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, electronic, and every other means of recording, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2 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 Contract Employee. Further, County has the right, at all reasonable, times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## 11. NONDISCRIMINATION

During the performance of this Agreement, Contract Employee 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 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. Contract Employee 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.

## 12. ASSIGNMENT

This is an Agreement for the services of Contract Employee. County has relied upon the skills, knowledge, experience, and training of Contract Employee as an inducement to enter into this Agreement. Contract Employee shall not assign or subcontract this Agreement without the express written consent of County. Further, Contract Employee 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. CONFLICTS

Contract Employee agrees that he/she 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.

## 15. 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.

16. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement which Contract Employee or County shall be required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Department: Public Defender  
Attention: Jennifer Jennison, Public Defender

To Contract Employee: Odilia Carter  
1638 Sandy Creek Drive  
Newman, CA 95360

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 contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

19. ELECTRONIC SIGNATURE

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate the 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.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

## COUNTY OF STANISLAUS

By \_\_\_\_\_  
Jennifer Jennison  
Public Defender

"County"

By Odilia Carter  
Odilia Carter (Apr 5, 2024 14:01 PDT)  
Odilia Carter  
Contract Employee

"Contract Employee"

APPROVED AS TO FORM:  
COUNTY COUNSEL  
THOMAS E. BOZE

By Robert J. Taro  
Rob Taro  
Assistant County Counsel

Distribution:      Department -- Duplicate Original of Agreement  
Contract Employee -- Duplicate Original of Agreement  
Auditor/Controller -- Copy of Agreement

Attachment: Contract Employee Agreement [Revision 1] (Carter Retroactive Contract Employee Agreement)



## EXHIBIT A

### A. SCOPE OF WORK:

The Contract Employee shall provide the following services:

The Conflict Attorney Panel (CAP) nominates attorneys for appointment by the Superior Court to indigent criminal defendants and other clients and administers the conflicts program for the County of Stanislaus. Through this program, qualified attorneys on the Panel represent indigent criminal defendants when either the Public Defender or Alternate Defender has declared a conflict. The Director of CAP ("Director") screens and qualifies independent attorneys to be on the Panel and has the sole discretion to determine which attorneys qualify for the Panel and the types of cases the attorneys are qualified to handle.

Under supervision of the Director, the CAP Administrator ("Administrator") manages the administrative functions of CAP. Of utmost importance is that the CAP administrator maintains his/her neutrality status as an entity housed under the Stanislaus County Public Defender's Office.

The Administrator will be responsible for assigning cases to qualified CAP attorneys, monitoring case flow, and ensuring that all designated conflict clients are assigned accountable, efficient, communicative, and effective counsel. He/she shall select counsel for designated panel clients, track caseloads, oversee quality control, and monitor "good standing" of attorneys.

The Administrator shall maintain program records and assist with development of a system for tracking statistical information and reports relating to the program. The Administrator shall maintain positive relationships with court staff, officers and related organizations invested in CAP clients' proceedings, CAP clients and their families and attend meetings relevant to CAP.

The Administrator shall be responsible for case management, including entering/updating cases in the case management system, monitoring court systems to update case information, and maintaining a panel attorney database with current assignments, contracts, and contact information.

The Administrator will ensure that CAP Policies and Procedures are followed by qualified attorneys and field inquiries from the attorneys about the Policies and Procedures. He/she will be responsible for reviewing case billings, including hourly billings, for accuracy and processing invoices to the CAP Finance Manager for approval.

The Administrator will track appearances and attendance of CAP attorneys and maintain a calendar of availability of the attorneys to ensure prompt assignment



and acceptance of cases.

The Administrator will work with Expert Witnesses retained by the attorneys to ensure timely processing of payment and will maintain a list of Expert Witnesses who are available to accept cases.

## **B. COMPENSATION:**

1. The Contract Employee shall be compensated for the services provided under this Agreement at the rate of \$50.00 per hour, not to exceed a total amount of \$97,500.
2. In order to process payments for federal and state withholding, etc., and in order to ensure that all appropriate County costs are charged to the correct department, all contract employees must be paid through the County biweekly payroll system. This also means that contract employees must be compensated on an hourly basis and that negotiated contract amounts must be converted from an annual amount to an hourly amount. All contracts must stipulate an hourly rate of pay.
3. Contract Employee shall not be compensated for travel time between the Contract Employee's residence and the worksite (commute time), in accordance with County policy. Contract Employee shall be paid in accordance with the Stanislaus County Travel Policy, locate at <http://intranet/departments/auditor-controller/policies> which allows for the claim of mileage during the course of business. 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.
4. The Contract Employee's time card shall be completed, signed by Contract Employee and County Employee coordinating the service, and submitted to County weekly. Total hours per Stanislaus County Timecard policy may be rounded off according to the existing payroll system.

## **C. FUNDING**

If, during the time within which this Agreement is in effect, funds are not 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 Contract Employee. Contract Employee shall have no further obligation to County.

## **D. TERM**

The term of this Agreement shall be from July 1, 2023, to February 14, 2024.

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

DEPT: Elections

BOARD AGENDA: 5.B.7  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

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**SUBJECT:**

Approval to Enter Into an Agreement with the California Secretary of State for Help America Vote Act (HAVA) Federal Funding Provided by the U.S. Election Assistance Commission for Compliance with the Requirements of Section 101 of HAVA for the Improvement of the Administration of Elections

**STAFF RECOMMENDATION:**

1. Authorize 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 February 1, 2024, through June 30, 2025.
2. Authorize 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.
3. Authorize the Registrar of Voters to expend funds and seek reimbursement from the California Secretary of State.
4. Authorize the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$168,000, as detailed in the attached budget journal.

**DISCUSSION:**

In 2002, the United States Congress established the Help America Vote Act (HAVA) to improve election administration. The U.S. Elections Assistance Commission intermittently provides HAVA funding to California's Secretary of State as funding becomes available. The Secretary of State distributes HAVA funds to counties for specific election security projects. New state and federal HAVA funding for enhancing election technology and making election security improvements has been authorized by the state and federal governments. For Fiscal Year 2024, \$9.2 million in state and federal funds have been allocated for costs associated with the enhancement of election technology and election security improvements; Stanislaus County's allocated portion is \$168,000.

HAVA Section 101 authorizes the creation of federal grant programs that support efforts to ensure that costs associated with election security are related to election technology and physical security for election office staff. The California Secretary of State has

allocated federal reimbursement funds administered by the U.S. Elections Assistance Commission to counties through the HAVA Polling Place Accessibility Training Program (HAVA Grant Funds). The HAVA Grant Funds are intended for the improvement of the administration of elections.

To access the HAVA Grant Funds, the Clerk-Recorder/Registrar of Voters must enter into an agreement with the California Secretary of State and certify as part of the reimbursement claim that all of the following have been done:

1. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no-cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (<https://www.cisa.gov/news-events/news/cyber-hygiene-web-application-scanning>).
2. At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State or CISA.
3. Conducted privacy and security awareness training including cyber security best practices for all elections-related staff.
4. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

5. Deployed reliable antivirus software and kept it up to date.
6. Implemented a firewall and kept it up to date.
7. Deployed an intrusion detection system and kept it up to date.
8. Deployed the Elections Infrastructure Information Sharing & Analysis Center (EI ISAC) Endpoint Detection Response program, or other equivalent endpoint protection and is kept up to date.  
(<https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint-detection-and-response-edr>).
9. Adopted a .gov Top-Level Domain or are currently in the transition process (<https://get.gov/registration/>) for obtaining a .gov Top-Level Domain.

The Elections division is working to finalize the completion of all required items to successfully access the HAVA Grant Funds dedicated to election security.

The HAVA Grant Funds will be used to pay for staff training to create awareness and educate employees that encompasses essential knowledge and skills that help maintain the security and integrity of elections. It will also be used to pay for staff time or consulting services related to incident response plans and activities related to the improvement and enhancement of county cybersecurity, such as but not limited to multifactor authentication for all devices including mobile threat detection, enhancements for network security, monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems, and for activities related to the improvement and enhancement of county physical security, such as but not limited to restricted access controls and additional services that improve security.

**POLICY ISSUE:**

Board of Supervisors' approval is necessary to authorize the Registrar of Voters to execute an agreement with the State of California Secretary of State to receive the HAVA Grant Funds.

**FISCAL IMPACT:**

The HAVA Grant Funds, in the amount of \$168,000, would be set aside specifically for the security improvement of the administration of elections for costs incurred during the period of July 1, 2023, through June 30, 2025. During Fiscal Year 2024, the Registrar of Voters will purchase supplies and equipment needed to provide safety and security for the Presidential General election, exhausting much of this grant. The Registrar of Voters will be reimbursed for all expenses incurred under the agreement with the State of California. The increase in appropriations and estimated revenue of \$168,000 will occur in the County Clerk-Recorder Elections Division budget, as detailed in the attached budget journal. There is no County match required to receive the HAVA Grant Funds.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services* by continuing to improve the administration of elections including the enhancement of election technology and election security improvements.

**STAFFING IMPACT:**

Existing staff within the County Clerk-Recorder Elections Division will carry out the necessary administrative responsibilities associated with the expenditure of the HAVA Grant Funds.

**CONTACT PERSON:**

Donna Linder, County Registrar of Voters

(209)525-5200

**ATTACHMENT(S):**

1. HAVA Agreement
2. Budget Journal

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23G27150

PURCHASING AUTHORITY NUMBER (If Applicable)

SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Stanislaus County

2. The term of this Agreement is:

START DATE

February 1, 2024 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$168,000.00; One Hundred Sixty-Eight Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	4
+ - Exhibit E	Additional Provisions	3
+ - Exhibit F	Resolution	
+ - Exhibit G	HAVA Activity Report	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Stanislaus County

CONTRACTOR BUSINESS ADDRESS

1021 I Street, Ste 301

CITY

Modesto

STATE

CA

ZIP

95354

PRINTED NAME OF PERSON SIGNING

Donna Linder

TITLE

Stanislaus County Clerk Recorder

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM:  
**STANISLAUS COUNTY COUNSEL**  
 BY



DATE: 4/4/24

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))

DocuSign Envelope ID: CDC81FFC-D94E-4913-A529-B23FC95A00A2

D: 0890-23G27150

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23G27150

PURCHASING AUTHORITY NUMBER (If Applicable)

SOS-0890

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))



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**Exhibit A**  
**Scope of Work**

**A. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the County of Stanislaus (County) with Help America Vote Act (HAVA) Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) "for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA" subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

**B. PROJECT CONTACTS**

- The program representatives during the term of Agreement will be:

County: Donna Linder (209) 525-5200

SOS: Justin Hirai (916) 603-7903 or [HAVAInvoices@sos.ca.gov](mailto:HAVAInvoices@sos.ca.gov).

**C. APPROPRIATE USES OF HAVA FUNDS**

HAVA funds received pursuant to this contract shall be used for reimbursement for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA for costs reasonably incurred for:

1. **Cybersecurity:** Activities related to the improvement and enhancement of county cybersecurity, which includes:
  - o Penetration testing and any associated remediation
  - o Red team exercises and any associated remediation or mitigation
  - o End point detection
  - o Multi-factor authentication for all devices including
    - o Mobile Device Management
    - o Mobile Threat Defense

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))

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- Segregating election information technology
- Enhancements for network security including
  - Network Threat Detection
  - Network Threat Protection
  - Network Access Control
- Identification of public facing vulnerabilities and configuration errors through cyber hygiene scans or other methods and any associated remediation
- Patching, patch management, and vulnerability management
- Anti-Malware protection
- Malicious domain blocking and reporting (MDBR)
  - Application Security
  - Application Whitelisting
- Distributed Denial of Service (DDoS) protection
- Third party software and/or hardware in support of improving the county's cybersecurity capabilities
- Software, hardware or consulting services and/or any associated information technology installation directly related to cybersecurity risks which may include
  - Application Development Security
  - Software Supply Chain Management
  - Identity Lifecycle Management
- Monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems which may include
  - Security Continuous Monitoring 24x7
  - Cloud Security Monitoring
  - Insider Threat Detection
  - Log Management
  - Threat Intelligence Platform
  - Application Security
  - Operational Technology Security
- Staff or consultant time associated with implementation of any of the above activities

- 2. Physical Security:** Activities related to the improvement and enhancement of county physical security which includes:
- Staff time or consulting services to improve security practices and documentation, including drafting and documenting information security policies and procedures, emergency planning, and continuity of operations



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- Crisis response kit
- First aid supplies
- Panic alarms
- Intrusion detection systems
- Restricted access controls
- Security cameras or other surveillance equipment
- Emergency generator
- Physically securing servers hosting county voter registration, election information systems, and voting technology
- Securing storage or offsite locations used for election equipment and supplies
- Additional services that improve security

**3. Security and Privacy Awareness Training:** Creating awareness and educating employees and other users of information systems on the information security risks associated with the activities related to their job roles, as well as their responsibilities in complying with an organization's security policies and procedures designed to reduce these risks. Training for staff that encompass essential knowledge and skills that help maintain the security and integrity of elections, including:

- User awareness training
- Phishing training
- Social engineering training
- Combatting mis/dis/mal information
- De-escalation and conflict resolution
- Emergency drills
- Tabletop exercises

**4. Incident Response:** Costs related to responding to an election security incident, including:

- Staff time or consulting services for incident response plan drafting and preparation
- Staff time or consulting services to identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents

Items presumed not to be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))

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determiner if an expenditure is reimbursable.

1. Costs not directly related to election infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (handheld computers).
5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

#### D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County certifies as part of the reimbursement claim that it has done all of the following:

1. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (<https://www.cisa.gov/news-events/news/cyber-hygiene-web-application-scanning>).
2. At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State or CISA.
3. Conducted privacy and security awareness training including cyber security best practices for all elections related staff.
4. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, as a condition of receiving reimbursement for the activities identified above, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

5. Deployed reliable antivirus software and kept it up to date.
6. Implemented a firewall and kept it up to date.
7. Deployed an intrusion detection system and kept it up to date.
8. Deployed the Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) Endpoint Detection Response program, or other equivalent end point protection and is kept up to date (<https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint-detection-and-response-edr>).

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9. Adopted a .gov Top-Level Domain or are currently in the transition process (<https://get.gov/registration/>) for obtaining a .gov Top-Level Domain.

Invoices must include itemized list of costs prior to reimbursement.

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## Exhibit B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

Preferred Method in electronic format (PDF) via email to  
[AccountsPayable@sos.ca.gov](mailto:AccountsPayable@sos.ca.gov).

Hard copies, though not required, may be sent to:

Office of Secretary of State  
Attention: Accounts Payable  
P.O. Box 944260  
Sacramento, CA 94244-2600

- C. Counties will be reimbursed as specified in Exhibit A 'Scope of Work', Section C, 'Appropriate Uses of HAVA Funds'.

#### 2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))



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purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 2023/2024, for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than \$168,000.00.

6. Failure To Properly Claim Maximum Amount Of HAVA Funds

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Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions below related to the applicability of CFR-200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section C ('Appropriate Use of HAVA Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- B. Include the total amount of the claim;
- C. Include the agreement number on the face sheet;
- D. Identify whether additional claims are expected to be submitted;
- E. Include hourly charge of any county staff for which a claim is made for their time;
- F. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- G. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); or,

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- H. Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes.
- I. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of 2CFR 225

2CFR – Part 225 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of 2 CFR - Part 225 may be found at [https://www.whitehouse.gov/wp-content/uploads/legacy\\_drupal\\_files/omb/federal\\_register/FR2005/083105\\_a87.pdf](https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf)

10. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this agreement that occur after July 1, 2023, and on or before June 30, 2025.

11. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline For Submitting Claims

The deadline for submitting any claim under this program is June 30, 2025.



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### 13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

### 14. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget, 2CFR - Part 225. The provisions of 2CFR – Part 225 and 2CFR 200 may be found at [https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement\\_PDF\\_Rev\\_05.11.22.pdf](https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement_PDF_Rev_05.11.22.pdf)

### 15. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.



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**Exhibit C**  
**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>.

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))

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**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

**A. AUDITING**

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
  - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
  - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))

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- c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

#### B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Item 2, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at



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<https://osc.gov/Documents/Outreach%20and%20Training/Handouts/A%20Guide%20to%20the%20Hatch%20Act%20for%20Federal%20Employees.pdf>.

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))

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performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at SAM.gov (formerly at [www.epls.gov](http://www.epls.gov)).

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.



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**Exhibit E**  
**ADDITIONAL PROVISIONS**

**A. Secretary Of State Policy Regarding Political Activity in the Workplace**

**SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE  
WORKPLACE**

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))

Stanislaus County  
23G27150  
Page 2 of 3

or indicate opposition to a candidate or measure at any level of government.

4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.



Stanislaus County  
23G27150  
Page 3 of 3

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

**B. Executive Order N-6-22-Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

Attachment: HAVA Agreement (HAVA Section 101 Grant Fund (\$168,000))



STATE OF CALIFORNIA - SECRETARY OF STATE										CONTRACTOR HAVA ACTIVITY REPORT										HAVA Coordinators Approval									
NAME										COMPANY NAME										Month/Year									
Contract Number:										Location (Sector/LA)																			
HAVA ACTIVITY HOURS										PROGRAM TIME REPORTING																			
31 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1										DELIVERABLE NAME (Taken from proposal and contract)										ORG HOURS									
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SIGNATURE OF CONTRACTOR										DATE																			

**Budget Entry Identifier (For department tracking only)**

*SC_FUND[...] (4 char)	*SC_COST CENTER[...] (7 char)	*SC_ACCOUNT[...] (5 char)	*SC_PROJECT[...] (7 char)	*SC_LOCATION[...] (6 char)	*SC_MISC[...] (6 char)	*SC_INTERFUND[...] (4 char)	*SC_FUTURE[...] (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
0100	0020220	25000	0000000	000000	000000	0000	00000		\$168,000.00	168,000	Increase Revenue
0100	0020220	63000	0000000	000000	000000	0000	00000	\$86,206.00		86,206	Professional & Special Services
0100	0020220	62210	0000000	000000	000000	0000	00000	\$40,897.00		40,897	Software
0100	0020220	61600	0000000	000000	000000	0000	00000	\$40,897.00		40,897	Maintenance Equipment
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Total								168,000	168,000	336,000	

Explanation: Increase estimated revenue and appropriations to receive HAVA funds for reimbursable election-related expenses

Requesting Department		CEO	Auditor-Controller's Office
Julia Lopez		Regina Menezes	Christopher L Barnes
Prepared by		Approved By	Approved By
3/22/2024		3/26/2024	4/2/2024
Date		Date	Date

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

DEPT: Community Services Agency

BOARD AGENDA: 5.B.8  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Accept the Kaiser Permanente Health Needs Grant Award in the Amount of \$200,000 Retroactive to March 1, 2024 and to Accept the Sutter Valley Hospital Community Investment Grant Award in the Amount of \$100,000 Retroactive to March 20, 2024

**STAFF RECOMMENDATION:**

1. Authorize the Community Services Agency (CSA) Director, or designee, to accept the Kaiser Permanente Health Needs Grant in the amount of \$200,000 retroactively for the term of March 1, 2024, through February 28, 2026.
2. Authorize 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 March 20, 2024, through December 31, 2024.
3. Authorize 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.

**DISCUSSION:**

The Community Services Agency (CSA) builds community by cultivating safety, stability, and resiliency – strengthening the foundation for all. CSA operates and has oversight of a variety of social welfare programs that provide cash assistance and 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.

Sutter Valley Hospitals Community Investment Grant

On October 13, 2023, CSA applied for a \$100,000 Sutter Valley Hospitals, doing business as Memorial Medical Center, Community Investment Grant. CSA requested the funding to support the existing core operations at the current Access Center Emergency Shelter (ACES). ACES shelters individuals experiencing homelessness who would otherwise be living on the streets and connects them with services that will improve their overall health and housing situation. Simultaneously CSA staff and partners will be actively implementing the following grant objectives:

- Develop a plan to align the services provided at ACES to compliment the California Advancing and Innovating Medi-Cal (CalAIM) initiatives to assist the ACES operator to become a Medi-Cal managed care provider;
- Develop a plan for ACES to become a viable shelter provider to support individuals' post-hospitalization/emergency department discharge; and
- Develop a plan for ACES to begin integrating behavioral health services to leverage federal and state behavioral health services funding.

On March 26, 2024, CSA received notification of a \$100,000 grant award over a twelve (12) month period.

#### Kaiser Permanente Health Needs Grant

On October 12, 2023, CSA applied for a \$100,000 Kaiser Permanente Community Health Needs Grant – Strengthening the Medical Respite Ecosystem Request for Proposal. CSA requested the funding to support a planning process to evolve the current ACES into a facility that aligns with the CalAIM initiatives and provides services that are supported with sustainable funding sources. This planning process will include strengthening partnerships with local managed health care providers and community partners to identify strategies to meet the local demand for temporary shelter and respite services along with the identification of a fiscally sustainable provider.

On March 25, 2024, CSA received notification of a \$200,000 grant award over a twenty-four (24) month period. The grant funding will assist in helping maintain the existing core operations at ACES while the following planning objectives are being met:

- Develop a plan to align the services provided at ACES to complement CalAIM initiatives to assist the ACES operator to become a Medi-Cal managed care provider;
- Develop a plan for ACES to become a viable shelter provider to support individuals' post-hospitalization/emergency department discharge; and
- Develop a plan for ACES to begin integrating behavioral health services to leverage federal and state behavioral health services funding.

CSA is now requesting authorization to accept both grant awards retroactively and to execute the agreements with the Grantors. The Sutter Valley Hospitals Community Investment agreement for \$100,000 is retroactive to March 1, 2024, through February 28, 2026. The Kaiser Permanente Health Needs agreement for \$200,000 is retroactive to March 20, 2024, through December 31, 2024. From notice of award in late March 2024 to now, CSA staff have been diligently working on finalizing the terms of the agreements and preparing this agenda item for Board of Supervisors approval.

#### **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. Board of Supervisors' authorization is being requested to accept the funding allocations from Kaiser Permanente and Sutter Valley Hospitals.

**FISCAL IMPACT:**

On December 19, 2023, an increase in appropriations and estimated revenues of \$1.8 million was approved by the Board of Supervisors along with the amendment to the Memorandum of Understanding (MOU) with the Salvation Army for Oversight and Operator Services at ACES (Resolution No. 2023-0676). The Kaiser Permanente and Sutter Valley Hospitals grant funds were included in the increase and no further budget adjustments are needed to support grant activities through June 30, 2024. Sufficient appropriations and estimated revenues for subsequent periods will be included in future budget cycles. There is no impact to County General Fund as a result of acceptance of these grants.

**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 experiencing homelessness and connecting them with services that will improve their overall health and housing situation.

**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  
Director, Community Services Agency

(209) 558-2500

**ATTACHMENT(S):**

1. SVH Agreement
2. Kaiser Foundation Letter

# MEMORANDUM OF UNDERSTANDING REGARDING GRANT FUNDS

Between

County of Stanislaus Community Services Agency

and

Sutter Valley Hospitals dba Memorial Medical Center

This Memorandum of Understanding (“MOU”) dated March 20, 2024 (“Effective Date”) is by and between County of Stanislaus Community Services Agency (“Grantee”), a California nonprofit benefit corporation, and Sutter Valley Hospitals, a California nonprofit public benefit corporation, doing business as Memorial Medical Center (“Grantor”).

## RECITALS

WHEREAS, Grantor operates a general acute care hospital located in Modesto, California, and in conjunction therewith works to further its charitable mission of enhancing the well-being of people in the communities it services.

WHEREAS, Grantee is a non-profit provider of the County of Stanislaus services in the community.

NOW, THEREFORE, the parties agree as follows:

1. **Acceptance of Grant.** The conditions set forth in this MOU are deemed to be agreed to by the Grantee if the Grantee accepts any funds from Grantor. No payments will be released until a signed copy of the MOU is returned to Grantor.
2. **Contacts.** Each respective party designates the following person to serve as primary contact for this MOU.

Grantee Contact:

Name: Kara Anguiano

Title: Assistant Director, Finance and Operations Division

Physical Address: PO Box 42, Modesto, CA 95353

Email Address: CSA-Contracts@stancounty.com

Grantor Contact:

Angelika Corchado

Manager, Community Health

2700 Gateway Oaks Drive, Sacramento, CA 95833

angelika.corchado@sutterhealth.org

3. **Grant Purpose.** Grantor shall award Grantee a grant to be used for the following (collectively, the “**Grant Purpose**”):

Program Name: Capacity Building for Low Barrier Shelter

Program Summary: Grantee operates the following program (the “**Program**”) which shall be supported by the funding under this MOU:

*Describe Grantee’s program being funded, including services to the community and people being served.*

The Grantee shall assist with maintaining the existing core operations at Access Center Emergency Shelter (ACES) low barrier shelter which shelter individuals experiencing homelessness and connect them with services that will improve their overall health and housing. Adults (18-64), LGBT, Seniors (65+), Homeless, Poor, Broader Community, Minorities, Disabled Persons, and Rural Communities will be served. The wraparound services provided will include case management, meals, mental health resources and referrals to housing.

Grant Objectives (the “**Grant Objectives**”):

*Describe the program objectives.*

1) Develop a plan to align the services provided at ACES to compliment the California Advancing and Innovating Medi-Cal (CalAIM) initiatives to assist the ACES operator in becoming a Medi-Cal enhanced care management provider; 2) Develop a plan for ACES to become a viable shelter provider to support individuals' post hospitalization/emergency room discharge; and 3) Develop a plan for ACES to begin integrating behavioral health services to access the increasing State behavioral health services funding.

4. **Grant Funds.** Grantor shall award Grantee the amount of \$100,000.00 to be used for the Grant Purpose (“**Grant Funds**”).

5. **Payment Schedule.** Grantor agrees to pay Grantee the Grant Funds pursuant to the following payment schedule; provided, however, that no payment amount shall be due from Grantor until and unless this MOU has been fully executed by authorized representatives of each party:

One Hundred Thousand Dollars (\$100,000.00) due on or before May 31, 2024.

6. **Grant Period; Termination.** The term of this MOU will be from the Effective Date through 12/31/2024 (“Grant Period”).



7. **Reporting Requirements.** Grantor wants to know about Grantee's accomplishments toward achieving the Grant Purpose and Grant Objectives, including changes that may have been made in objectives or in the strategy for accomplishing them, and problems encountered and whether and how they have been resolved. Grantee shall follow the reporting guidelines set forth at **Exhibit A (Reporting Guidelines)**.

Semi-Annual Report Due: July 2024

Annual Report Due: January 2025

8. **Publicity.** Grantor is committed to improving the health of our community by supporting health programming by local grassroots and public agencies. Grantee will acknowledge Grantor as a support organization on all published materials related to the subject matter of the grant award. Grantee grants to Grantor the right and license to use Grantee's name, logos, photos and other similar information. Grantee will submit copies of all such publicity with Grantee's semi-annual and annual reports described in Section 7 (Reporting Requirements). **Any statement about Grantor's policies or staff must be cleared in advance with the Grantor's contact person listed in Section 2 (Contacts).**

9. **Budget and Use of Funds.** Grant Funds, including any interest earned on Grant Funds, must be used by the Grantee for the Grant Purpose defined in Section 3 above. Any significant changes within the final budget (i.e. greater than 10% of total grant amount) must be approved in advance by Grantor. Per IRS guidelines for community benefit reporting, please consider our contribution to your organization to be a donation that is restricted for use in carrying out your important community benefit work to serve poor and/or underserved populations by addressing one or more of the significant community health needs in your city.

10. **Reversion of Funds.** Grantee shall return to Grantor any Grant Funds not expended for the Grant Purpose as described above by the completion of the Grant Period, unless the parties enter into an extension of the Grant Period.

11. **Audit.** Grantor reserves the right to conduct an audit of Grant Funds including Grantee's Program budget and expenditures as they relate to the grant, if Grantor deems an audit to be appropriate and necessary in its sole discretion.

12. **Collaboration and Communication.** The parties agree to communicate and collaborate on an as-needed basis, as mutually scheduled from time to time between the primary contacts listed in Section 2.

13. **Indemnification.** In accepting a grant from Grantor, Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor and its affiliates, and its and their officers, directors, employees, representatives, agents, successors and assigns from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Grantee, its employees, contractors, or agents, in applying for or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses or expenses result directly from any act or omission of Grantor, its officers, directors, employees or agents.

14. **Governing Law.** This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to any conflicts of law principles or rules that would invoke or impose the laws of any other State or jurisdiction.

15. **Dispute Resolution.** Any dispute arising out of or in connection with this MOU will be referred to and definitively resolved by binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., administered in accordance with the Streamlined Rules of Judicial Arbitration and Mediation Service (JAMS) applicable to commercial arbitrations. The place of arbitration will be Sacramento, California. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction. The provisions of this Section will not preclude the parties from seeking equitable remedies in aid of arbitration from a court of appropriate jurisdiction, and will survive the termination of this MOU.

16. **Notices.** All written notices to be given in connection with this MOU will be sufficient if sent by certified or registered mail, postage prepaid or by national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party in Section 2 (Contacts). For notices to Grantor, Grantee shall send a courtesy copy to: Sutter Health Office of the General Counsel, Attn: Deputy General Counsel, Valley Area, 2200 River Plaza Drive, 3d Fl, Sacramento, CA 95833. Either party may from time to time change its address for purpose of receipt of notice by a notice delivered in compliance with this subsection.

17. **No Waiver.** No waiver of a breach of any provision of this MOU may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.

18. **Severability.** If any provision contained in this MOU is held to be unenforceable by an arbitrator or a court of law or equity, this MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOU unenforceable.

19. **Entire Agreement and Modification.** This MOU and its Recitals and Exhibits constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this MOU, no modification or amendment to this MOU shall be binding upon the parties unless the same is in writing and signed by both parties.

20. **No Third Party Beneficiary.** Nothing contained in this MOU is intended nor shall it be construed to create rights running to the benefit of third parties.

21. **Counterparts.** This MOU may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A photocopy, scanned, or electronically signed version of the executed MOU may be used as if it were the original MOU.

22. **Signatures.** By their signatures below, each of the signatories to this MOU represent that they have the authority to execute this MOU and to bind the party on whose behalf their execution is made. Please sign and return to [sutteradmin@lpc-associates.com](mailto:sutteradmin@lpc-associates.com).

*[Signatures on page 7 of 7]*

## EXHIBIT A REPORTING GUIDELINES

### **Program Data Reporting**

Grantor works with LPC Consulting Associates (LPC) to support Community Benefit Investment partners with collecting and submitting their program data as part of the grant requirements. This data is used to learn about the reach and accomplishments of funded Community Benefit programs across the Sutter Health Valley Area region. Examples of the information partners are asked to report include:

- Number of individuals served
- Type and number of services provided
- Number of clients connected with other resources in the community
- Client outcomes
- Narrative outcomes related to program impact, challenges, and client stories

### **Reporting Timeline**

Grantor requests that partners submit their program data twice per year. The Mid-Year Report, which covers January-June, is due in July. The Year-End Report, which covers July-December, is due in January. Detailed guidelines will be emailed to partners prior to each reporting period.

### **Reporting System (Reporting Form)**

Grantor uses a fillable reporting form to collect partner data. You will receive an email with the reporting form and will submit your Semi-Annual Reports by completing the following steps:

1. Download the reporting form and save it to your computer. **Note:** If you are reporting for multiple programs or multiple counties, please complete a separate form for each program and/or county.
2. Open the reporting form and enter information into the fillable fields.
3. Save the form as you go, so you do not lose any entered information.
4. Once your form is complete, email the completed reporting form to LPC at [sutter@lpc-associates.com](mailto:sutter@lpc-associates.com).

### **Technical Assistance**

LPC can arrange a short call with you (or another member of your organization) to walk through the reporting form together and answer any questions you may have about the reporting requirements. For reporting assistance, please email [sutter@lpc-associates.com](mailto:sutter@lpc-associates.com).

### **Financial Reporting**

By December 31st of each year contracted, please submit a Financial Summary report, if any Grantor Community Benefit funds remain unspent, to:

Angelika Corchado  
Manager, Community Health  
2700 Gateway Oaks Drive, Sacramento, CA 95833  
[angelika.corchado@sutterhealth.org](mailto:angelika.corchado@sutterhealth.org)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed MOU on the dates set forth below to be effective as of the Effective Date.

GRANTEE:

Signature: \_\_\_\_\_

Name: Christine Huber, MSW \_\_\_\_\_ Date

Title: Director \_\_\_\_\_

Signature: *Lindy GiacopuzziRotz* \_\_\_\_\_ Apr 12, 2024

Name: Lindy Giacopuzzirotz \_\_\_\_\_ Date

Title: Deputy County Counsel \_\_\_\_\_

GRANTOR:

Signature: \_\_\_\_\_

Name: Keri Thomas \_\_\_\_\_ Date

Title: Vice President, External Affairs  
Sutter Health Valley Area

Attachment: SVH Agreement (Kaiser Permanente Health Grant and Sutter Health Community Investment Grant)



Kaiser Foundation Hospitals  
Northern California Region

4/9/2024

Christine Huber  
CSA Director  
County of Stanislaus  
1010 10th street place  
Modesto, California 95354

Re: Grant Award Letter for Grant Number 159191

Dear Christine Huber:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$200,000.00 has been awarded to County of Stanislaus ("Grantee"). The purpose of these funds is to support the Strengthening the Medical Respite Ecosystem in Stanislaus County (the "Grant").

Kaiser Permanente has a 70-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

#### **Grant Period**

**Start Date:** 4/1/2024

**End Date:** 3/30/2026

#### **Grant Reporting**

Instructions for submitting reports will be provided 30 days prior to the due dates.

Report Type	Report Due Date	Submission Format
Data Survey Report	7/7/24	Submitted in Qualtrics
	10/7/24	Submitted in Qualtrics
	1/7/25	Submitted in Qualtrics
	4/7/25	Submitted in Qualtrics
	7/7/25	Submitted in Qualtrics
	10/7/25	Submitted in Qualtrics
	1/7/26	Submitted in Qualtrics
	4/7/26	Submitted in Qualtrics
Progress Report	4/1/25	Submitted in KP grants management system, Mosaic.
Final Report	4/30/26	Submitted in KP grants management system, Mosaic. To include narrative and project expenditure report AND final data survey – submitted in Qualtrics

Attachment: Kaiser Foundation Letter (Kaiser Permanente Health Grant and Sutter Health Community Investment Grant)

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant.

If you have questions or require additional information, please contact your grant manager, **Kathryn Boyle** at **kathryn.f.boyle@kp.org**.

Sincerely,



Date: 4/9/2024

Madelyn R. Adams

Senior Director, Community Health, Northern California  
Region

**ACCEPTED AND AGREED**

Christine Huber  
CSA Director

Date

Attachment: Kaiser Foundation Letter (Kaiser Permanente Health Grant and Sutter Health Community Investment Grant)



**Kaiser Foundation Hospitals, Northern California Region**  
**- Grant Agreement -**

In addition to the specific terms of the Grant Award Letter for Grant Number 159191, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

**1. Tax-Exempt Status**

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

**2. Expenditure of Funds**

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

**3. No Assignment or Delegation**

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

**4. Records and Reports**

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee

**Kaiser Foundation Hospitals, Northern California Region****- Grant Agreement -**

obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFHH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFHH, for at least four years following the year in which all Grant funds are fully expended.

**5. Required Notification**

Grantee is required to provide KFHH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Grantee's leadership or staffing.

**6. Reasonable Access for Evaluation**

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFHH's evaluation of Grantee's project within that program. At KFHH's request, Grantee will permit KFHH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFHH deems necessary or appropriate concerning this Grant award.

**7. Publicity**

Whenever possible, Grantee shall obtain KFHH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: *"The project is supported by Kaiser Permanente Northern California Community Benefit Programs."*

KFHH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFHH's periodic public reports, newsletters, online channels, and news releases.

**8. Right to Modify or Revoke Payments**

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFHH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFHH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFHH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFHH or this Grant.

**9. Termination**

KFHH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

**10. Independent Contractors**

**Kaiser Foundation Hospitals, Northern California Region**  
**- Grant Agreement -**

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

**11. Compliance**

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

**12. Miscellaneous**

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

**ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:**

**KFH:**

Kaiser Foundation Hospitals, Northern California

**By:**



\_\_\_\_\_  
Madelyn R. Adams

**Title:** Senior Director, Community Health, Northern California Region

**Date:** 4/9/2024

**Grantee:**

County of Stanislaus

**By:**

Christine Huber

**Title:** CSA Director

**Date:**

Attachment: Kaiser Foundation Letter (Kaiser Permanente Health Grant and Sutter Health Community Investment Grant)

## Kaiser Foundation Hospitals, Northern California Region – Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

**How to acknowledge your grant.** To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.***

**Short credit:**

*The project is supported by Kaiser Permanente Northern California Community Benefit Programs.*

**Longer credit:**

***About the Kaiser Permanente Northern California Community Benefit Grants Program***

*Kaiser Permanente's community involvement uniquely pairs grant funding with 70 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded County of Stanislaus a \$100,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit [about.kaiserpermanente.org/community-health](http://about.kaiserpermanente.org/community-health).*

**Logo.** If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

**Promoting your Kaiser Permanente grant.** Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

**Collecting stories about your work.** Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

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

DEPT: Public Works

BOARD AGENDA: 5.C.1  
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

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**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 the 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, the Public Works Department and the 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 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.

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. As such, on April 16, 2024, the Board of Supervisors approved the declaration of an emergency to drill a new well for CLCSD.

Public Works has prepared Plans and Specifications for the Well No. 4 replacement, has obtained permission to enter the CLCSD properties, and the CLCSD has 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 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 April 30, 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 construction management is included. 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. Staff will return to the Board of Supervisors with cost updates as the project progresses.

**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: Chief Executive Office

BOARD AGENDA:6.1

AGENDA DATE: April 23, 2024

CONSENT ☐

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Public Hearing, Pursuant to Government Code Section 6586.5, to Approve the Financing by the Stanislaus Council of Governments (StanCOG) for the Acquisition of an Administrative Building, Make Certain Findings and Authorize Related Actions

**STAFF RECOMMENDATION:**

1. Hold a public hearing pursuant to Government Code Section 6586.5 regarding the proposed incurrence of indebtedness by the Stanislaus Council of Governments and the financing of an administrative building for the Stanislaus Council of Governments.
2. Adopt a resolution Approving the Financing by the Stanislaus Council of Governments for the Acquisition of Public Capital Improvements and Making Certain Findings Related Thereto, and Authorizing Related Actions.

**DISCUSSION:**

The Stanislaus Council of Governments (StanCOG) is a joint powers authority formed in 1971 under the Joint Exercise of Powers Act (California Government Code Section 6500 et. seq.). Its members include the County of Stanislaus and the nine cities located in Stanislaus County.

Before StanCOG may incur indebtedness to finance public capital improvements, Section 6586.5 of the California Government Code requires that a local agency, within whose boundaries the improvements are to be located, conduct a noticed public hearing and make a finding of significant public benefit as outlined in California Government Code Section 6586.

StanCOG staff requested the Stanislaus County Board of Supervisors hold the public hearing and make the finding of significant public benefit as outlined in California Government Code Section 6586. The County of Stanislaus is one of the local agencies empowered to conduct the required public hearing and make the finding of significant public benefit since the property identified for purchase is located within Stanislaus County.

On April 17, 2024, the StanCOG Policy Board approved actions related to the acquisition and financing of real property located at 833 Tenth Street, Modesto, intended for use as the StanCOG Administrative Building. Further information regarding the purchase and utilization of the property can be found in two StanCOG staff reports dated April 11, 2024, which are provided as Attachment 1. Resolutions certifying StanCOG's approval of these actions are provided as Attachment 2.

On April 18, 2024, a notice of the public hearing was published in the Modesto Bee, a newspaper of general circulation in Stanislaus County. This notice was issued at least five days prior to the hearing, as required by Government Code Section 6586.5.

Government Code Section 6586 also requires that a finding be made that incurring the indebtedness will result in significant public benefit. Based solely upon information provided by StanCOG, the significant public benefits of the loan include demonstrable savings in effective interest rate. In a letter of intent from the lender to StanCOG, dated April 4, 2024, the lender indicated that at then-current interest rates, the tax-exempt loan would bear an annual interest rate 1.19% lower than the rate the lender would quote for a conventional loan, due to lower tax-exempt rates. The letter of intent dated April 4, 2024, is provided in Attachment 1.

**POLICY ISSUE:**

StanCOG staff requested the Stanislaus County Board of Supervisors hold the public hearing and make the finding of significant public benefit as outlined in California Government Code Section 6586.

**FISCAL IMPACT:**

There is no direct fiscal impact to Stanislaus County.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended action is consistent with the Board's priority of *Delivering Efficient Public Services* by supporting StanCOG's request. StanCOG is a joint powers authority of which Stanislaus County is a member.

**STAFFING IMPACT:**

There is no staffing impact related to this item.

**CONTACT PERSON:**

Tina Rocha, Assistant Executive Officer

209-525-6333

**ATTACHMENT(S):**

1. StanCOG Staff Reports
2. StanCOG Resolutions
3. Resolution

## Attachment 1 – StanCOG Staff Reports



# StanCOG

Stanislaus Council of Governments

**TO:** Policy Board **Staff Report**  
Resolution

**FROM:** Cindy Malekos, Director of Administrative Services

**DATE:** April 11, 2024

**SUBJECT:** Approval of Documents and Actions Relating to the Purchase of Real Property to be used as StanCOG Administrative Building

## **Recommendation**

### **By Motion:**

Adopt Resolution 23-25 approving the purchase of real property to be used as the StanCOG Administrative Building and authorizing the Executive Director to take all necessary actions and execute all agreements and related documents to complete the purchase.

## **Background**

StanCOG has been leasing its current office space at 1111 I Street, Modesto, California since 2009. The space is approximately 6100 square feet and has about 20 workspaces. When the lease was renewed in 2021, the Policy Board provided direction to staff to explore options for a permanent space which meets the following criteria: more accessible to the public (for example, office space and public meeting rooms on the building lower level and accessible parking), a board room that can better accommodate a dais for the 16-member Policy Board and the public, and more conference rooms for public and other meetings.

StanCOG staff was directed to and reached out to other public agencies to determine if they owned any property in the downtown Modesto area that could be purchased. Unfortunately, such space was not available. Staff then engaged a commercial real estate broker to assist in identifying potential properties in the Modesto area. The broker identified a property that met the criteria identified by the Policy Board. StanCOG staff initially presented the property to the Policy Board at its November 15, 2023, meeting.

## **Discussion**

The property under consideration is located at 833 10<sup>th</sup> Street, Modesto, California (Property). It is approximately 12,500 square feet, has an enclosed parking lot with 29 parking spaces, and is

approximately one city block from the Modesto Transit Center.

The first floor of the Property can accommodate a Policy Board meeting room with a 16-member dais and seating for approximately 100 members of the public, conference rooms, private office spaces, workstations, storage space and an employee breakroom. A public reception area and lobby will welcome guests and other members of the public.

The second floor of the Property can accommodate private offices, workstations, a conference room, and an administrative workstation with copiers, printers, supplies and storage space. Restroom facilities will be available on both the first and second floor. At present, the second floor is accessible via a staircase, but quotes and architectural plans for installation of an elevator have been obtained.

The purchase price for the Property is \$3,350,000 but equates to approximately \$3,000,000 once the deposit, rent credits, and repair credits are factored in. There will be approximately \$80,000 in closing costs and loan origination fees. The property was appraised in December 2023 for \$3,450,000.

Currently, StanCOG pays approximately \$130,000 in base rent annually. These rent costs are expected to increase by 3% per year with additional annual expenses of approximately \$40,000 for utilities and employee parking.

Long term, the acquisition of the Property will provide additional square footage for StanCOG administrative offices at a known annual cost. Once any financing to acquire the Property is repaid (expected term 10 years and presented to the Policy Board as a separate action item), annual expenses will decrease significantly as StanCOG will no longer incur monthly rental or loan payments. Annual utility expenses will increase due to the larger square footage of the Property, with such expenses estimated to total \$96,000 annually. However, the additional expenses will be offset once any financing on the Property is repaid.

The Commercial Purchase Agreement and Joint Escrow Instructions has been reviewed by StanCOG staff, the real estate broker and General Counsel and approved as to form by General Counsel. As required by law, the Notice of Intention to Purchase has been advertised in a newspaper of general circulation for three weeks.

Staff is recommending approval of the Commercial Purchase Agreement and Joint Escrow Instructions and any and all other documents and actions necessary to complete the Property Purchase.

### **Advisory Committee Action**

This item is being presented only to the Policy Board.

Should you have any questions regarding this staff report, please contact Rosa De León Park, Executive Director, at 209-525-4600 or via e-mail at [rpark@stancog.org](mailto:rpark@stancog.org).

Attachment:

1. Resolution 23-25

# STANISLAUS COUNCIL OF GOVERNMENTS

## RESOLUTION 23-25

### APPROVING DOCUMENTS AND ACTIONS RELATING TO THE PURCHASE OF REAL PROPERTY TO BE USED AS THE STANCOG ADMINISTRATIVE BUILDING

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the Regional Transportation Planning Agency (RTPA) and Metropolitan Planning Organization (MPO) for the Stanislaus region, pursuant to State and Federal designation; and

WHEREAS, StanCOG is authorized pursuant to its joint powers agreement to acquire, hold and convey real property, and to incur debts, obligations and liabilities; and

WHEREAS, StanCOG desires to acquire the real property commonly referred to as 833 10<sup>th</sup> Street, Modesto, California (Property) to be used as the StanCOG administrative building; and

WHEREAS, the Property will allow greater access to StanCOG's facilities and public meetings and contribute to more efficient and effective transportation planning and service delivery; and

WHEREAS, a notice of intent to purchase the real property and announcement of a public hearing was published in the newspaper on March 29, April 3, and April 8, 2024; and

WHEREAS, a public hearing was held at the regularly scheduled Policy Board meeting on April 17, 2024 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED by the StanCOG Policy Board as follows:

1. The Policy Board hereby authorizes and approves the acquisition of the fee title interest from Jaime Jimenez and Pauline Jimenez, Husband and Wife as Joint Tenants, of that real property located at 833 10<sup>th</sup> Street, Modesto, California (APN 105-040-001) as more particularly described in Exhibit A (Property) attached hereto and incorporated herein by this reference.

2. The Policy Board hereby authorizes and approves the Commercial Purchase Agreement and Joint Escrow Instructions, as amended, (Purchase Agreement) in substantially the form on file with the Executive Director, together with any changes therein or additions thereto deemed advisable by the Executive Director or the Chairman of the Policy Board (each an "Authorized Officer") upon consultation with legal counsel, whose execution thereof shall be conclusive evidence of the approval of any such changes or additions; provided, however, that no such changes or additions may authorize the purchase price to exceed \$3,350,00 plus miscellaneous closing costs, loan fees, title insurance, prorated property taxes, and other costs and fees customarily incurred. Any Authorized Officer is hereby authorized and directed for and on behalf of StanCOG to execute the final form of such agreements and other documents as may be required to close escrow on the Property. The Policy Board hereby authorizes the performance by StanCOG of its



obligations under the Purchase Agreement.

3. The Authorized Officers are each authorized and directed in the name and on behalf StanCOG to execute any and all agreements, notices, instruments of conveyance, assignments, escrow instructions, and other documents which they or any of them deem necessary or appropriate in order to consummate the transactions contemplated by the documents approved pursuant to this Resolution; and execute and record any notice or other documents such as deeds conveying title to the Property. All actions previously taken by the Authorized Officers and all other officers of StanCOG in furtherance of this Resolution are hereby ratified and confirmed.

4. This Resolution shall take effect immediately upon its passage and adoption.

BE IT FURTHER RESOLVED that the Executive Director is authorized to make administrative change, as needed, to ensure that this Resolution is implemented in the most efficient and cost-effective manner possible.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 17<sup>th</sup> day of April 2024. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: **April 17, 2024**

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JAVIER LOPEZ, CHAIR

ATTEST:

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ROSA DE LEÓN PARK, EXECUTIVE DIRECTOR

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MODESTO, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 55 OF THE "CITY OF MODESTO", ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA, ON DECEMBER 21, 1942 IN VOLUME 15 OF MAPS.

EXCEPTING THEREFROM SAID LOT 6 THE SOUTHEASTERLY 0.94 FEET THEREOF.

APN: 105-040-001



# StanCOG

Stanislaus Council of Governments

**TO:** Policy Board

**Staff Report**  
Resolution

**FROM:** Monica Streeter, General Counsel

**DATE:** April 11, 2024

**SUBJECT:** Approval of Documents and Actions Relating to the Loan Financing to Fund the Acquisition of Real Property to be used as the StanCOG Administrative Building

## **Recommendation**

### **By Motion:**

Adopt by Resolution 23-26 a Resolution of the Policy Board of the Stanislaus Council of Governments approving Documents and Actions Relating to the Loan Financing to Fund StanCOG's Acquisition of Real Property to be Used as the StanCOG Administrative Building

## **Background**

StanCOG has entered into a Purchase and Sale Agreement with the seller of the real property located at 833 10<sup>th</sup> Street in Modesto, California. Once purchased and remodeled, StanCOG plans to use the building as its new administrative building.

In order to finance the acquisition and improvement of the real property (Project) on a tax-exempt basis, StanCOG has engaged Jones Hall, A Professional Law Corporation (Special Counsel) and has received a letter of interest from Oak Valley Community Bank (Lender). A tax-exempt loan provides a lower interest rate compared to a conventional mortgage loan. According to the letter of interest from the Lender, a tax-exempt loan would have an interest rate approximately 1.19 percentage points lower than a conventional loan.

## **Discussion**

The Policy Board is being requested to approve a Resolution authorizing StanCOG to enter into a tax-exempt loan to finance a portion of the cost of the Project. Funds on hand of StanCOG will provide the difference between the tax-exempt loan amount and the purchase price.

The tax-exempt loan that is proposed is similar to a conventional mortgage loan, with a Promissory Note to evidence StanCOG's repayment obligation to the Lender and a Deed of Trust to secure that payment obligation. The tax-exempt rate is available because StanCOG is a governmental entity. A legal opinion regarding the tax-exempt status of the Loan will be prepared by Special Counsel, who will also prepare certain standard closing certificates and IRS filings to document the tax-exemption.

The Resolution approves the forms of the following documents:

*Loan Covenant Agreement* – The Loan Covenant Agreement provides affirmative covenants the StanCOG must comply with as a condition to the tax-exempt loan. The covenants include: (i) maintaining cash flow of at least 1.25x annual debt service, (ii) filing audited annual financial reports with the Lender, and (iii) providing notice to the Lender of material litigation and other material events affecting StanCOG.

*Promissory Note* – The Promissory Note documents StanCOG's obligation to repay the tax-exempt loan. It defines the interest rate, payment dates, and prepayment premium, among other standard terms. Until the tax-exempt loan transaction closes and the loan is funded, the interest rate is subject to fluctuation according to market rates. However, as of the date of the Lender's letter of intent, the fixed interest rate for the tax-exempt loan would be 4.98%, with a 10-year maturity and 25-year amortization (meaning the final payment at the end of year 10 would be a "balloon" payment), and a prepayment premium if the loan is prepaid in the first 5 years.

*Deed of Trust* – The Deed of Trust grants a security interest in the Project to the Lender to secure the repayment of the Promissory Note.

California Senate Bill 450 (Hertzberg – 2017) requires the governing body of a local agency to obtain and disclose certain information prior to the authorization of long-term obligations such as the tax-exempt loan, in a public meeting. The required information is included as Appendix A to the Resolution.

If the Policy Board adopts the Resolution, StanCOG staff and Special Counsel will complete the required actions to close the tax-exempt loan on or before April 29, 2024, at which point StanCOG expects to close the acquisition of the real property.

### **Advisory Committee Action**

This item is only being presented to the Policy Board.

Should you have any questions regarding this staff report, please contact Rosa De León Park, Executive Director, at 209-525-4600 or via e-mail at [rpark@stancog.org](mailto:rpark@stancog.org).

Attachments:

1. Resolution 23-26
2. Letter of Intent
3. Loan Covenant Agreement
4. Promissory Note
5. Deed of Trust

# STANISLAUS COUNCIL OF GOVERNMENTS

## RESOLUTION 23-26

### A RESOLUTION OF THE POLICY BOARD OF THE STANISLAUS COUNCIL OF GOVERNMENTS APPROVING DOCUMENTS AND ACTIONS RELATING TO THE LOAN FINANCING TO FUND STANCOG'S ACQUISITION OF REAL PROPERTY TO BE USED AS THE STANCOG ADMINISTRATIVE BUILDING

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the Regional Transportation Planning Agency (RTPA) and Metropolitan Planning Organization (MPO) for the Stanislaus region, pursuant to State and Federal designation; and

WHEREAS, StanCOG desires to finance public capital improvements consisting of the acquisition and improvement of real property located at 833 10<sup>th</sup> Street in the City of Modesto, California (Project); and

WHEREAS, in order to raise funds necessary to finance a portion of the Project, StanCOG has proposed to enter into a tax-exempt loan financing (Loan) with a bank (Lender); and

WHEREAS, available funds on hand of StanCOG will also be used to provide a portion of the funds necessary for the Project; and

WHEREAS, there has been presented to this Policy Board forms of a Loan Covenant Agreement (Loan Covenant Agreement), a Promissory Note (Promissory Note), and a Deed of Trust (Mortgage), which will secure the payment of the Loan; and

WHEREAS, in consideration of StanCOG's execution and delivery of the Loan Covenant Agreement, Promissory Note, and Mortgage, the Lender will make the Loan to StanCOG to provide financing for the Project; and

WHEREAS, StanCOG proposes to undertake the Project, to incur the Loan for the Project, and to use a portion of the proceeds of such debt to reimburse expenditures made for the Project prior to the closing of the Loan; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, it is in the public interest and for the public benefit that StanCOG declares its official intent to reimburse the expenditures referenced herein;

WHEREAS, in accordance with Government Code Section 5852.1, the Policy Board has obtained and disclosed the information set forth in Appendix A hereto; and

WHEREAS, the Policy Board has duly considered such transactions and wishes at this time to approve certain matters relating to said transactions.

NOW, THEREFORE, BE IT RESOLVED by the StanCOG Policy Board as follows:

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)

1. The foregoing recitals are true and correct.

2. StanCOG intends to incur the Loan for the purpose of paying the costs of the Project, and the Policy Board hereby declares that it reasonably expects (a) to pay certain costs of the Project prior to the date of issuance of the Loan and (b) to use a portion of the proceeds of the Loan for reimbursement of expenditures for the Project that are paid before the date of issuance of the Loan, and that the maximum principal amount of the Loan is \$4,500,000.

3. Based on the information provided to the Policy Board by StanCOG staff and consultants, all as set forth in the proceedings and documents providing for the execution and delivery of the Loan Covenant Agreement, Promissory Note, and Mortgage, and the transactions related thereto, the Policy Board approves the loan financing plan as recited above for the purpose of providing funds to finance the Project.

4. The Policy Board authorizes and approves the Loan Covenant Agreement, Promissory Note, and Mortgage, in substantially the respective forms on file with the Executive Director, together with any changes therein or additions thereto deemed advisable by the Executive Director or the Chairman of the Policy Board (each, an "Authorized Officer") upon consultation with special counsel, whose execution thereof shall be conclusive evidence of the approval of any such changes or additions; provided, however, that no such changes or additions may authorize the principal amount of the Loan to exceed \$4,500,000, the term of the Loan to exceed 15 years, or the interest rate on the Loan to exceed the 10-year Treasury rate plus 2.00 percentage points, subject to an increase to the interest rate after a default as provided in the Promissory Note. The Policy Board hereby approves the granting of a security interest in the Project pursuant to the Mortgage. Any Authorized Officer is hereby authorized and directed for and on behalf of StanCOG to execute the final form of each such agreement. The Policy Board hereby authorizes the performance by StanCOG of its obligations under the Loan Covenant Agreement, the Promissory Note, and the Mortgage.

5. The Authorized Officers and all other officers of StanCOG are each authorized and directed in the name and on behalf of StanCOG to: execute any and all certificates, requisitions, agreements, UCC financing statements, notices, consents, instruments of conveyance, assignments and other documents which they or any of them deem necessary or appropriate in order to consummate the transactions contemplated by the documents approved pursuant to this Resolution; and execute and record any notice or other documents in accordance with the Deed of Trust or other documents approved pursuant to this Resolution. Whenever in this Resolution any officer of StanCOG is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf in the case such officer is absent or unavailable. All actions previously taken by the Authorized Officers and all other officers of StanCOG in furtherance of this Resolution are hereby ratified and confirmed.

6. This Resolution shall take effect immediately upon its passage and adoption.

BE IT FURTHER RESOLVED that the Executive Director is authorized to make administrative changes, as needed, to ensure that this resolution is implemented in the most efficient and cost-effective manner possible.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of

Governments, on the 17<sup>th</sup> day of April 2024. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: **April 17, 2024**

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JAVIER LOPEZ, CHAIR

ATTEST:

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ROSA DE LEÓN PARK, EXECUTIVE  
DIRECTOR

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)



**APPENDIX A****Government Code Section 5852.1 Disclosure**

The following information consists of estimates that have been provided in good faith by the Lender, and based on market conditions as of the week of April 8, 2024:

- (A) True Interest Cost of the Loan: 5.161%
- (B) Finance Charge of the Loan (Sum of all fees/charges paid to third parties): \$76,723.25
- (C) Net Proceeds to be Received (net of finance charges, reserves and capitalized interest, if any): \$2,435,776.75
- (D) Total Payment Amount Through Maturity: \$3,632,309.96

The foregoing estimates constitute good faith estimates only. The principal amount of the Loan, the true interest cost of the Loan, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the closing of the Loan being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Loan sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Loan being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of closing of the Loan being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in StanCOG's financing plan, or a combination of such factors. The actual date of closing of the Loan and the actual principal amount of Loan will be determined by StanCOG based on the timing of the need for proceeds of the Loan and other factors. The actual interest rate(s) borne by the Loan will depend on market interest rates at the time of sale thereof. The actual amortization of the Loan will also depend, in part, on market interest rates at the time of closing. Market interest rates are affected by economic and other factors beyond the control of StanCOG.



April 4, 2024

Rosa DeLeon Park  
Executive Director  
Stanislaus County of Governments  
1111 I Street, Suite 308  
Modesto, CA 95354

Re: Revised proposal for real estate purchase

To Whom It May Concern:

Oak Valley Community Bank ("Bank") is very interested in pursuing loan approval to finance the purchase of real property located at 833 10<sup>th</sup> Street, Modesto CA. The terms/conditions stated revise the January 22, 2024 proposal. The following terms and conditions are provided for discussion purposes only and do not express or infer loan approval.

Borrower: Stanislaus County of Governments

Guarantor: Not Applicable

Loan Amount: \$2,512,500, not to exceed 75% of purchase price.

Purpose of Credit: Finance the purchase of real property located at 833 10<sup>th</sup> Street, Modesto, CA 95354.

Collateral: Deed of Trust in first priority and UCC filing covering fee simple interest on 833 10<sup>th</sup> Street, Modesto, CA 95354.

Interest Rate Options: Tax Exempt or Conventional

**Tax-Exempt:** If the loan to Stanislaus Council of Governments qualifies for tax-exempt financing, the interest rate will be fixed for 10 years after formal loan approval, at the time the loan is documented. The interest rate will be calculated based upon the benefit provided by the tax exemption as of that date determined above. If the loan were approved and documented on the date of this letter, the all-in rate would be fixed for 10-years to a tax-free equivalent rate of 4.98% with estimated monthly principal and interest payment of \$14,705.46. *See Covenants and Conditions on page 2 of this term sheet.*

**Conventional:** Initial rate and term will be fixed for 10 years based upon the prevailing 10year U.S. Treasury Note index plus 1.75%, determined after formal loan approval, at the time the loan is documented. If the loan were to close today, the all-in rate would be 6.17% with estimated monthly principal and interest payments of \$16,495.24.

Term: 10-years.

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)

Stanislaus Council of Governments

<u>Amortization:</u>	25-year amortization.
<u>Repayment Terms:</u>	Monthly principal and interest payments.
<u>Prepayment Fee:</u>	Standard "5, 4, 3, 2, 1" prepayment fee. (Prepayment fee will only be imposed if the Bank's loan is paid off by another financial institution or unrelated party).
<u>Loan Fee:</u>	Loan fee 0.75% of loan commitment amount, plus a \$1,000 bank loan documentation fee, plus bank's third-party legal fees.
<u>Title Insurance:</u>	ALTA coverage policy with endorsements to be determined.
<u>Property Insurance:</u>	As required by law, if the subject property is determined to be in a designated flood zone, the Bank will require flood insurance. Additionally, the Bank will require to be named as loss payee on the fire and hazard insurance covering the subject property in an amount determined by the Bank prior to closing escrow.

***Covenants & Conditions (to be mutually agreed upon by both the borrower and Bank):***

- Cash flow coverage of borrower's combined debt, including proposed real estate loan repayment of at least 1.25:1 to be evaluated annually, based on borrower's audited financial statements.
- Borrower to maintain principal deposit accounts at Oak Valley Community Bank during the proposed loan terms.
- Borrower to provide annual financial statement, including 'audited' and 'company prepared' statements within 120 days of fiscal year-end.

**Tax Exempt Conditions:**

- Receipt and approval of borrower's filed IRS 8038.
- Receipt and approval of borrowers outside legal counsel (Jones Hall), 1) Legal Opinion Letter and 2) Reliance Letter to Bank.
- Bank's outside legal counsel review and approval of Jones Hall documents, including but not limited to Legal Opinion Letter and Reliance Letter to Bank.

Please keep in mind this is a credit proposal for discussion purposes and does not constitute a commitment to lend. Any future commitment of credit is subject to the Bank's receipt and further evaluation of your current financial information, credit history and such other information that may be requested by the Bank. This proposal is time sensitive and will expire if not accepted by April 29, 2024.

The Applicant shall pay for any and all legal and documentation fees, title insurance, escrow and recording costs, credit reports, appraisal, environmental and other expenses incurred by Bank in the preparation, execution, closing, administration and collection of the proposed loan.

The terms outlined are provided for discussion purposes. If the Bank subsequently committed any credit, you would be required to execute documentation that is in a form and substance satisfactory to the Bank. Subsequent documentation may include terms and conditions that are different from or in addition to those that are stated in this letter. For example, these terms may include various warranties, representations and covenants regarding financial conditions.

Stanislaus Council of Governments

Thank you again for the opportunity to allow Oak Valley Community Bank to provide you with your financing needs. Please feel free to call me at (916) 799-5992 to discuss this proposal.

Regards,

  
Mona Dmitrenko  
Vice President

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)



# LOAN COVENANT AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	04-03-2024			01E1 / L71			
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: \*\*\*\*\*

Lender: Oak Valley Community Bank  
125 North Third Avenue  
PO Box 98  
Oakdale, CA 95361  
(209) 844-7500

This Loan Covenant Agreement is made and executed between xxx ("Borrower") and Oak Valley Community Bank ("Lender") on the following terms and conditions. Borrower understands and agrees that: (A) in granting, renewing, or extending this Loan dated xxx in the original principal amount of \$xxx, Lender is relying upon Borrower's agreements as set forth in this Agreement, and (B) this loan, and any other loans designated by Lender, shall be and remain subject to the terms and conditions of this Agreement.

**Affirmative Covenants.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in a form satisfactory to Lender and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

1. \*\*\*\*\*

All financial reports required to be provided under this Agreement shall be certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Financial Covenants and Ratios.** Comply with the following covenants and ratios:

**Minimum Income and Cash flow Requirements.** Borrower shall comply with the following cash flow ratio requirements:

\*\*\*\*\*

Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be certified by Borrower as being true and correct.

**Event of Default.** IN THE EVENT FINANCIAL RECORDS ARE NOT DELIVERED TO LENDER WITHIN THE PERIOD DESCRIBED ABOVE, THE NOTE SHALL BE CONSIDERED IN DEFAULT AND LENDER MAY, IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO LENDER, INCREASE THE EFFECTIVE RATE OF INTEREST CHARGED UNDER THE NOTE BY TWO PERCENTAGE POINTS (2.000%). THE INCREASED RATE SHALL BE IN EFFECT UNTIL SUCH TIME AS ALL FINANCIAL RECORDS ARE DELIVERED TO LENDER

**Certification of Financial Information.** In lieu of individual certifications of financial reports provided to Lender, all financial and other information that has been or will be supplied to Lender will be automatically deemed to be certified by Borrower as sufficiently complete at the time provided to give the Lender true and accurate knowledge of the Borrower's financial condition, including all material contingent liabilities. If the Borrower is comprised of the trustees of a trust, the foregoing representations shall also pertain to the trustor(s) of the trust.

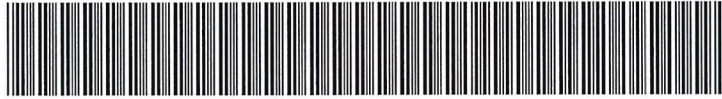
**BORROWER:**

\*\*\*\*\*

By: \_\_\_\_\_  
Authorized Signer for \*\*\*\*\*

By: \_\_\_\_\_  
Authorized Signer for \*\*\*\*\*





\*00000000000000000095504032024\*

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	04-03-2024			01E1 / L71			

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

Borrower: \*\*\*\*\*

Lender:

Oak Valley Community Bank  
125 North Third Avenue  
PO Box 98  
Oakdale, CA 95361  
(209) 844-7500

Principal Amount: \$ \_\_\_\_\_

Date of Note: April 3, 2024

**PROMISE TO PAY.** \*\*\*\*\* ("Borrower") promises to pay to Oak Valley Community Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), together with interest on the unpaid principal balance from April 3, 2024, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: . Borrower's final payment of \$828,190.92 will be due on . This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an index which is the \_\_\_\_\_ (the "Index"). Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each \_\_\_\_\_. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 0.000% per annum. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever changes occur in the interest rate, Lender, at its option, may do one or more of the following: (A) change the amounts of Borrower's payments to maintain the original amortization schedule, (B) increase Borrower's payments to cover accruing interest if the interest rate adjustment is an increase, (C) change the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and change Borrower's final payment amount.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rates stated in this Note.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$75.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oak Valley Community Bank, Attn: Loan Operations, 125 North Third Avenue Oakdale, CA 95361.

**LATE CHARGE.** If a payment is 15 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$50.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, Lender may, in addition to any other remedy available, increase the effective rate of interest charged under the Note by up to five percentage points (5.000%), as permitted under applicable law. The increased rate shall be in effect until such time as all defaults are cured.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any loan.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or



## PROMISSORY NOTE (Continued)

or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**CERTIFICATION OF FINANCIAL INFORMATION.** In lieu of individual certifications of financial reports provided to Lender, all financial and other information that has been or will be supplied to Lender will be automatically deemed to be certified by Borrower as sufficiently complete at the time provided to give the Lender true and accurate knowledge of the Borrower's financial condition, including all material contingent liabilities. If the Borrower is comprised of the trustees of a trust, the foregoing representations shall also pertain to the trustor(s) of the trust.

**ADDITIONAL EVENT OF DEFAULT.** In addition to the Events of Default described in the Default section of this Note, there shall be an Event of Default under this Note if: (1) Borrower or any other person has or obtains a tenancy-in-common interest in real property that secures this Note and (2) Borrower or any such other person files a complaint or institutes a proceeding to have such real property partitioned.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**EXPENSES.** If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Stanislaus County, State of California.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: a Deed of Trust dated April 3, 2024, to a trustee in favor of Lender on real property located in \*\*\*\* County, State of California. That agreement contains the following due on sale provision: Lender may, at Lender's option, declare immediately due and payable all sums secured by the Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**DISPUTE RESOLUTION.** To induce Lender to make the financial accommodation evidenced by this Note, Borrower and Lender agree that the resolution of any dispute, controversy or claim between them that arises from or relates to this Note or any related agreement, transaction or the conduct of any person (whether the dispute, controversy or claim is based on contract, tort or any other theory of liability) shall be determined as follows:

**Judicial Reference.** Where an action is brought before a court of any judicial district of the State of California, Borrower and Lender shall each have the right to require that all questions of fact or law be resolved by a general reference proceeding pursuant to California Code of Civil Procedure Section 638, and any successor statutes relating thereto. In such a reference proceeding:

- (1) Pursuant to Code of Civil Procedure Section 640, the court shall appoint a single referee who is a retired judge or justice to preside over the reference proceeding. If Borrower and Lender do not agree in writing upon the referee within ten (10) days of either party's written request to do so, then upon the request of either party, the presiding judge of the court (or his or her representative) shall select the referee.
- (2) The referee shall have all the powers provided by law. For example, the referee shall have the power to provide equitable and legal relief, provide all temporary or provisional remedies, enter equitable and legal orders that will be binding on Borrower and Lender, and rule on any motion which would be authorized in court litigation, including motions to dismiss and for summary judgment or summary adjudication.
- (3) The referee shall determine all issues in accordance with California substantive and procedural law.
- (4) Borrower and Lender shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery.



# PROMISSORY NOTE (Continued)

rules and orders applicable to court litigation in the same manner as any trial court judge.

(5) The referee shall award legal fees and the fees and costs related to the reference proceeding or any related litigation pursuant to Code of Civil Procedure Section 645.1(a) and this Note.

(6) The referee's statement of decision shall contain written findings of fact and conclusions of law, and the court shall enter judgment thereon pursuant to Code of Civil Procedure Sections 644(a) and 645.

(7) Borrower and Lender reserve the right to appeal any judgment or order of the referee or the court relating from the reference proceeding to the same extent permitted in a court of law.

The dispute resolution provisions in this section shall not limit the right of any party to: (a) exercise self-help remedies such as but not limited to setoff; (b) initiate any judicial or non-judicial foreclosure against any real or personal property collateral; (c) exercise any judicial or power of sale rights; or (d) act in a court of law to obtain a temporary, provisional or ancillary remedy, such as injunctive relief, appointment of a receiver, writs of attachment and writs of possession before, after or during the pendency of any reference proceeding. The exercise of any of the above remedies does not waive the right of either party to resort to reference.

**Jury Trial Waiver.** Borrower and Lender acknowledge and agree that all disputes, controversies or claims resolved by judicial reference will be decided by a referee and not by a jury. By agreeing to a judicial reference proceeding, each of Borrower and Lender waives any right it may have to a jury trial in a court of any judicial district of the State of California. Each of Borrower and Lender waives any right it may have to a jury trial in any other court (such as a federal court) to the extent permitted by law. Each of Borrower and Lender certifies that its waivers are knowingly, willingly and voluntarily made after consulting its legal counsel or having the opportunity to consult with legal counsel.

**ATTORNEYS' FEES.** In any action or dispute arising from or relating to this Note and subject to any limits under applicable law, the prevailing party shall be entitled to reasonable attorneys' fees and costs in accordance with California Civil Code Section 1717. Whether or not an action is involved, the expenses and fees of either party described in any other section of this Note include, without limitation, attorneys' fees and costs.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Oak Valley Community Bank Oakdale Branch 125 North Third Avenue Oakdale, CA 95361.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

\*\*\*\*\*

By: \_\_\_\_\_  
Authorized Signer for \*\*\*\*\*

By: \_\_\_\_\_  
Authorized Signer for \*\*\*\*\*



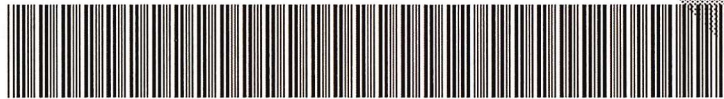
**RECORDATION REQUESTED BY:**

Oak Valley Community Bank  
125 North Third Avenue  
PO Box 98  
Oakdale, CA 95361

**WHEN RECORDED MAIL TO:**

Oak Valley Community Bank  
Attn: Loan Operations  
125 North Third Avenue  
Oakdale, CA 95361

FOR RECORDER'S USE ONLY



\*#####034004032024\*

**DEED OF TRUST**

THIS DEED OF TRUST is dated April 3, 2024, among \*\*\*\*, whose address is \*\*\*\* ("Trustor"); Oak Valley Community Bank, whose address is 125 North Third Avenue, PO Box 98, Oakdale, CA 95361 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in \*\*\*\* County, State of California:

See the exhibit or other description document which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as \*\*\*\*, \*\*\*\*, CA \*\*\*\*. The Assessor's Parcel Number for the Real Property is \*\*\*\*.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property;

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)



## DEED OF TRUST (Continued)

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and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property of any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)



## DEED OF TRUST (Continued)

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sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)



## DEED OF TRUST (Continued)

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proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue or preserve: (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)



## DEED OF TRUST (Continued)

insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the Indebtedness or Trustor's ability to perform Trustor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Trustor, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.



## DEED OF TRUST (Continued)

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**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of \*\*\*\* County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)



## DEED OF TRUST (Continued)

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address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**TRUST AS TRUSTOR ON DEED OF TRUST.** If a person acting as a trustee of a trust is (i) Trustor of this Deed of Trust or (ii) a member, manager or partner of Trustor, Trustor acknowledges and agrees that this Deed of Trust is subject to, and shall be governed by, all the terms and conditions of a trust certificate that such person, as trustee, has signed and given to Lender in connection with this Deed of Trust (the "Trust Certificate"). Among other things, the Trust Certificate supplements the terms of this Deed of Trust with respect to events and conditions that will constitute an Event of Default (as otherwise defined in the Default section of this Deed of Trust).

**DISPUTE RESOLUTION.** To induce Beneficiary to make the financial accommodation secured by this Deed of Trust, Trustor and Beneficiary agree that the resolution of any dispute, controversy or claim between them that arises from or relates to this Deed of Trust or any related transaction or the conduct of any person (whether the dispute, controversy or claim is based on contract, tort or any other theory of liability) shall be determined as follows:

**Judicial Reference.** Where an action is brought before a court of any judicial district of the State of California, Trustor and Beneficiary shall each have the right to require that all questions of fact or law be resolved by a general reference proceeding pursuant to California Code of Civil Procedure Section 638, and any successor statutes relating thereto. In such a reference proceeding:

- (1) Pursuant to Code of Civil Procedure Section 640, the court shall appoint a single referee who is a retired judge or justice to preside over the reference proceeding. If Trustor and Beneficiary do not agree in writing upon the referee within ten (10) days of either party's written request to do so, then upon the request of either party, the presiding judge of the court (or his or her representative) shall select the referee.
- (2) The referee shall have all the powers provided by law. For example, the referee shall have the power to provide equitable and legal relief, provide all temporary or provisional remedies, enter equitable and legal orders that will be binding on Trustor and Beneficiary, and rule on any motion which would be authorized in court litigation, including motions to dismiss and for summary judgment or summary adjudication.
- (3) The referee shall determine all issues in accordance with California substantive and procedural law.
- (4) Trustor and Beneficiary shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery and evidence rules and orders applicable to court litigation in the same manner as any trial court judge.
- (5) The referee shall award legal fees and the fees and costs related to the reference proceeding or any related litigation pursuant to Code of Civil Procedure Section 645.1(a) and this Deed of Trust.
- (6) The referee's statement of decision shall contain written findings of fact and conclusions of law, and the court shall enter judgment thereon pursuant to Code of Civil Procedure Sections 644(a) and 645.
- (7) Trustor and Beneficiary reserve the right to appeal any judgment or order of the referee or the court relating from the reference proceeding to the same extent permitted in a court of law.

The dispute resolution provisions in this section shall not limit the right of any party to: (a) exercise self-help remedies such as but not limited to setoff; (b) initiate any judicial or non-judicial foreclosure against any real or personal property collateral; (c) exercise any judicial or power of sale rights; or (d) act in a court of law to obtain a temporary, provisional or ancillary remedy, such as injunctive relief, appointment of a receiver, writs of attachment and writs of possession before, after or during the pendency of any reference proceeding. The exercise of any of the above remedies does not waive the right of either party to resort to reference.

**Jury Trial Waiver.** Trustor and Beneficiary acknowledge and agree that all disputes, controversies or claims resolved by judicial reference will be decided by a referee and not by a jury. By agreeing to a judicial reference proceeding, each of Trustor and Beneficiary waives any right it may have to a jury trial in a court of any judicial district of the State of California. Each of Trustor and Beneficiary waives any right it may have to a jury trial in any other court (such as a federal court) to the extent permitted by law. Each of Trustor and Beneficiary certifies that its waivers are knowingly, willingly and voluntarily made after consulting its legal counsel or having the opportunity to consult with legal counsel.

**ATTORNEYS' FEES.** In any action or dispute arising from or relating to this Deed of Trust or Related Documents and subject to any limits under applicable law, the prevailing party shall be entitled to reasonable attorneys' fees and costs in accordance with California Civil Code Section 1747. Whether or not an action is involved, the expenses and fees of either party described in any other section of this Deed of Trust include, without limitation, attorneys' fees and costs.

**FIXTURE FILING.** In addition to constituting a security agreement, this Deed of Trust constitutes a financing statement filed as a fixture filing under Section 9502 of the UCC in the Official Records of the county where the Real Property is located and, as such, covers all Personal Property that now is or later may become fixtures attached to the Real Property or the Improvements. Trustor shall be deemed to be the "debtor" and Lender shall be deemed to be the "secured party" for purposes of Section 9502 of the UCC. As used herein, "UCC" means the California Uniform Commercial Code, as amended or recodified from time to time.

**ADDITIONAL EVENT OF DEFAULT.** In addition to the events described in the Event of Default section of this Deed of Trust, there shall be an Event of Default under this Deed of Trust if: (1) Trustor or any other person has or obtains a tenancy-in-common interest in real property that secures this Deed of Trust and (2) Trustor or any such other person files a complaint or institutes a proceeding to have such real property partitioned.

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)



## DEED OF TRUST (Continued)

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Stanislaus County, State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender 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 Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Oak Valley Community Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means \*\*\*\*\* and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also



## DEED OF TRUST (Continued)

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includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Oak Valley Community Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated April 3, 2024, in the original principal amount of **\$1,000,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness, except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustor.** The word "Trustor" means \*\*\*\*\*.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.**

**TRUSTOR:**

\*\*\*\*\*

By: \_\_\_\_\_  
Authorized Signer for \*\*\*\*\*

By: \_\_\_\_\_  
Authorized Signer for \*\*\*\*\*

Attachment: StanCOG Staff Reports (StanCOG Resolution Related to the Incurrence of Indebtedness)

## DEED OF TRUST (Continued)

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## CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

Signature \_\_\_\_\_ (Seal)



**DEED OF TRUST  
(Continued)**

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**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

(DO NOT RECORD)

**REQUEST FOR FULL RECONVEYANCE**

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Attachment 2 – StanCOG Resolutions



**STANISLAUS COUNCIL OF GOVERNMENTS**

**RESOLUTION 23-25**

**APPROVING DOCUMENTS AND ACTIONS RELATING TO THE PURCHASE OF REAL  
PROPERTY TO BE USED AS THE STANCOG ADMINISTRATIVE BUILDING**

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the Regional Transportation Planning Agency (RTPA) and Metropolitan Planning Organization (MPO) for the Stanislaus region, pursuant to State and Federal designation; and

WHEREAS, StanCOG is authorized pursuant to its joint powers agreement to acquire, hold and convey real property, and to incur debts, obligations and liabilities; and

WHEREAS, StanCOG desires to acquire the real property commonly referred to as 833 10<sup>th</sup> Street, Modesto, California (Property) to be used as the StanCOG administrative building; and

WHEREAS, the Property will allow greater access to StanCOG's facilities and public meetings and contribute to more efficient and effective transportation planning and service delivery; and

WHEREAS, a notice of intent to purchase the real property and announcement of a public hearing was published in the newspaper on March 29, April 3, and April 8, 2024; and

WHEREAS, a public hearing was held at the regularly scheduled Policy Board meeting on April 17, 2024 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED by the StanCOG Policy Board as follows:

1. The Policy Board hereby authorizes and approves the acquisition of the fee title interest from Jaime Jimenez and Pauline Jimenez, Husband and Wife as Joint Tenants, of that real property located at 833 10<sup>th</sup> Street, Modesto, California (APN 105-040-001) as more particularly described in Exhibit A (Property) attached hereto and incorporated herein by this reference.

2. The Policy Board hereby authorizes and approves the Commercial Purchase Agreement and Joint Escrow Instructions, as amended, (Purchase Agreement) in substantially the form on file with the Executive Director, together with any changes therein or additions thereto deemed advisable by the Executive Director or the Chairman of the Policy Board (each an "Authorized Officer") upon consultation with legal counsel, whose execution thereof shall be conclusive evidence of the approval of any such changes or additions; provided, however, that no such changes or additions may authorize the purchase price to exceed \$3,350,00 plus miscellaneous closing costs, loan fees, title insurance, prorated property taxes, and other costs and fees customarily incurred. Any Authorized Officer is hereby authorized and directed for and on behalf of StanCOG to execute the final form of such agreements and other documents as may be required to close escrow on the Property. The Policy Board hereby authorizes the performance by StanCOG of its

obligations under the Purchase Agreement.

3. The Authorized Officers are each authorized and directed in the name and on behalf of StanCOG to execute any and all agreements, notices, instruments of conveyance, assignments, escrow instructions, and other documents which they or any of them deem necessary or appropriate in order to consummate the transactions contemplated by the documents approved pursuant to this Resolution; and execute and record any notice or other documents such as deeds conveying title to the Property. All actions previously taken by the Authorized Officers and all other officers of StanCOG in furtherance of this Resolution are hereby ratified and confirmed.

4. This Resolution shall take effect immediately upon its passage and adoption.

BE IT FURTHER RESOLVED that the Executive Director is authorized to make administrative change, as needed, to ensure that this Resolution is implemented in the most efficient and cost-effective manner possible.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 17<sup>th</sup> day of April 2024. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: **April 17, 2024**

  
JAVIER LOPEZ, CHAIR

ATTEST:

  
ROSA DE LEÓN PARK, EXECUTIVE DIRECTOR

Attachment: StanCOG Resolutions (StanCOG Resolution Related to the Incurrence of Indebtedness)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MODESTO, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 55 OF THE "CITY OF MODESTO", ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA, ON DECEMBER 21, 1942 IN VOLUME 15 OF MAPS.

EXCEPTING THEREFROM SAID LOT 6 THE SOUTHEASTERLY 0.94 FEET THEREOF.

APN: 105-040-001



**STANISLAUS COUNCIL OF GOVERNMENTS**

**RESOLUTION 23-26**

**A RESOLUTION OF THE POLICY BOARD OF THE STANISLAUS COUNCIL OF GOVERNMENTS APPROVING DOCUMENTS AND ACTIONS RELATING TO THE LOAN FINANCING TO FUND STANCOG'S ACQUISITION OF REAL PROPERTY TO BE USED AS THE STANCOG ADMINISTRATIVE BUILDING**

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the Regional Transportation Planning Agency (RTPA) and Metropolitan Planning Organization (MPO) for the Stanislaus region, pursuant to State and Federal designation; and

WHEREAS, StanCOG desires to finance public capital improvements consisting of the acquisition and improvement of real property located at 833 10<sup>th</sup> Street in the City of Modesto, California (Project); and

WHEREAS, in order to raise funds necessary to finance a portion of the Project, StanCOG has proposed to enter into a tax-exempt loan financing (Loan) with a bank (Lender); and

WHEREAS, available funds on hand of StanCOG will also be used to provide a portion of the funds necessary for the Project; and

WHEREAS, there has been presented to this Policy Board forms of a Loan Covenant Agreement (Loan Covenant Agreement), a Promissory Note (Promissory Note), and a Deed of Trust (Mortgage), which will secure the payment of the Loan; and

WHEREAS, in consideration of StanCOG's execution and delivery of the Loan Covenant Agreement, Promissory Note, and Mortgage, the Lender will make the Loan to StanCOG to provide financing for the Project; and

WHEREAS, StanCOG proposes to undertake the Project, to incur the Loan for the Project, and to use a portion of the proceeds of such debt to reimburse expenditures made for the Project prior to the closing of the Loan; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, it is in the public interest and for the public benefit that StanCOG declares its official intent to reimburse the expenditures referenced herein;

WHEREAS, in accordance with Government Code Section 5852.1, the Policy Board has obtained and disclosed the information set forth in Appendix A hereto; and

WHEREAS, the Policy Board has duly considered such transactions and wishes at this time to approve certain matters relating to said transactions.

NOW, THEREFORE, BE IT RESOLVED by the StanCOG Policy Board as follows:

1. The foregoing recitals are true and correct.

2. StanCOG intends to incur the Loan for the purpose of paying the costs of the Project, and the Policy Board hereby declares that it reasonably expects (a) to pay certain costs of the Project prior to the date of issuance of the Loan and (b) to use a portion of the proceeds of the Loan for reimbursement of expenditures for the Project that are paid before the date of issuance of the Loan, and that the maximum principal amount of the Loan is \$4,500,000.

3. Based on the information provided to the Policy Board by StanCOG staff and consultants, all as set forth in the proceedings and documents providing for the execution and delivery of the Loan Covenant Agreement, Promissory Note, and Mortgage, and the transactions related thereto, the Policy Board approves the loan financing plan as recited above for the purpose of providing funds to finance the Project.

4. The Policy Board authorizes and approves the Loan Covenant Agreement, Promissory Note, and Mortgage, in substantially the respective forms on file with the Executive Director, together with any changes therein or additions thereto deemed advisable by the Executive Director or the Chairman of the Policy Board (each, an "Authorized Officer") upon consultation with special counsel, whose execution thereof shall be conclusive evidence of the approval of any such changes or additions; provided, however, that no such changes or additions may authorize the principal amount of the Loan to exceed \$4,500,000, the term of the Loan to exceed 15 years, or the interest rate on the Loan to exceed the 10-year Treasury rate plus 2.00 percentage points, subject to an increase to the interest rate after a default as provided in the Promissory Note. The Policy Board hereby approves the granting of a security interest in the Project pursuant to the Mortgage. Any Authorized Officer is hereby authorized and directed for and on behalf of StanCOG to execute the final form of each such agreement. The Policy Board hereby authorizes the performance by StanCOG of its obligations under the Loan Covenant Agreement, the Promissory Note, and the Mortgage.

5. The Authorized Officers and all other officers of StanCOG are each authorized and directed in the name and on behalf of StanCOG to: execute any and all certificates, requisitions, agreements, UCC financing statements, notices, consents, instruments of conveyance, assignments and other documents which they or any of them deem necessary or appropriate in order to consummate the transactions contemplated by the documents approved pursuant to this Resolution; and execute and record any notice or other documents in accordance with the Deed of Trust or other documents approved pursuant to this Resolution. Whenever in this Resolution any officer of StanCOG is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf in the case such officer is absent or unavailable. All actions previously taken by the Authorized Officers and all other officers of StanCOG in furtherance of this Resolution are hereby ratified and confirmed.

6. This Resolution shall take effect immediately upon its passage and adoption.

BE IT FURTHER RESOLVED that the Executive Director is authorized to make administrative changes, as needed, to ensure that this resolution is implemented in the most efficient and cost-effective manner possible.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of

Governments, on the 17<sup>th</sup> day of April 2024. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: April 17, 2024

  
\_\_\_\_\_  
JAVIER LOPEZ, CHAIR

ATTEST:

  
\_\_\_\_\_  
ROSA DE LEÓN PARK, EXECUTIVE  
DIRECTOR

Attachment: StanCOG Resolutions (StanCOG Resolution Related to the Incurrence of Indebtedness)



**APPENDIX A****Government Code Section 5852.1 Disclosure**

The following information consists of estimates that have been provided in good faith by the Lender, and based on market conditions as of the week of April 8, 2024:

- (A) True Interest Cost of the Loan: 5.161%
- (B) Finance Charge of the Loan (Sum of all fees/charges paid to third parties): \$76,723.25
- (C) Net Proceeds to be Received (net of finance charges, reserves and capitalized interest, if any): \$2,435,776.75
- (D) Total Payment Amount Through Maturity: \$3,632,309.96

The foregoing estimates constitute good faith estimates only. The principal amount of the Loan, the true interest cost of the Loan, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the closing of the Loan being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Loan sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Loan being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of closing of the Loan being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in StanCOG's financing plan, or a combination of such factors. The actual date of closing of the Loan and the actual principal amount of Loan will be determined by StanCOG based on the timing of the need for proceeds of the Loan and other factors. The actual interest rate(s) borne by the Loan will depend on market interest rates at the time of sale thereof. The actual amortization of the Loan will also depend, in part, on market interest rates at the time of closing. Market interest rates are affected by economic and other factors beyond the control of StanCOG.

## Attachment 3 – Resolution

Date: April 23, 2024

THE FOLLOWING RESOLUTION WAS ADOPTED:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
APPROVING THE FINANCING BY THE STANISLAUS COUNCIL OF GOVERNMENTS OF THE  
ACQUISITION OF PUBLIC CAPITAL IMPROVEMENTS AND MAKING CERTAIN FINDINGS  
RELATED THERETO; AND AUTHORIZING RELATED ACTIONS**

**WHEREAS**, the Stanislaus Council of Governments (“StanCOG”) is a joint exercise of powers authority, the members of which include the County of Stanislaus (the “County”) and various cities located in the County; and

**WHEREAS**, StanCOG has proposed to acquire a building located at 833 10th Street in the City of Modesto to be used as StanCOG’s primary administrative building (the “Improvements”); and

**WHEREAS**, in order to finance the Improvements, StanCOG has proposed to enter into a loan financing (the “Loan”) in an amount of up to \$4,500,000; and

**WHEREAS**, as a condition precedent to the financing of the Improvements, Section 6586.5 of the California Government Code requires that a local agency, within whose boundaries the Improvements are to be located, approve the proposed financing by StanCOG and that such local agency make certain findings with respect to such financing, as hereinafter set forth, and Section 6586.5 further requires that such approval be given, and findings be made only after noticed public hearing thereon; and

**WHEREAS**, as required by Section 6586.5 of the Government Code, the County has caused publication of a notice of a public hearing on the financing of the Improvements once at least five days prior to the hearing in a newspaper of general circulation in the County, and the Board of Supervisors of the County (the “Board of Supervisors”) held a public hearing at which all interested persons were provided the opportunity to speak on the subject of financing the Improvements; and

**WHEREAS**, following the hearing, the Board of Supervisors found that the incurrence of the Loan for the purpose of financing the Improvements will result in significant public benefits of the type described in Section 6586 of the Government Code.

Attachment: Resolution (StanCOG Resolution Related to the Incurrence of Indebtedness)

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Stanislaus as follows:

Section 1. The Board of Supervisors hereby finds and declares, based solely upon information provided by StanCOG and information received in the aforesaid public hearing, that the incurrence of the Loan by StanCOG will provide significant public benefits as defined in Section 6586 of the Government Code, including without limitation, demonstrable savings in the effective borrowing interest rate.

Section 2. The financing of the Improvements by StanCOG is approved in accordance with Section 6586.5 of the Government Code.

Section 3. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is hereby authorized and directed to transmit a certified copy of this resolution to the Executive Director of StanCOG.

Attachment: Resolution (StanCOG Resolution Related to the Incurrence of Indebtedness)

President:  
ALBERT M. MENDES, JR.  
1100 Ruble Road  
Crows Landing, CA 95313  
Tel: (209) 632-0350

**RECLAMATION DISTRICT 2063**  
**2930 GEER ROAD PMB 145-B**  
**TURLOCK, CA 95382**  
**Tel: (209) 402-0693**

Secretary:  
IRIA NUNES  
2930 Geer Road PMB 139-B  
Turlock, CA 95388  
Tel: (209) 402-0693

Vice President:  
DARIN BYLSMA  
348 E. Monte Vista Ave.  
Turlock, CA 95307  
Tel: (209) 606-4894

Attorney:  
Alan Coon  
400 East Kettleman Lane,  
Suite 20-K  
Lodi, CA 95240  
Tel: (209) 601-9624

April 16, 2024

Clerk of the Board of Supervisors  
Stanislaus County  
Elizabeth King  
1010 10<sup>th</sup> Street Suite 6700  
Modesto, CA 95354

Dear Mrs. King,

Mr. Armelin De Sousa has resigned as a board member of the Reclamation District 2063 effective April 15, 2024. Attached please find a copy of his resignation letter. George Sousa was nominated and volunteered to serve as a board member. A motion was passed and George Sousa is now a new board member and his term expires on December 1, 2025. Please update your records for the Reclamation District 2063.

Should you have any questions, please feel free to call our office at 209-402-0693 or by email at [district2063@gmail.com](mailto:district2063@gmail.com).

Sincerely,



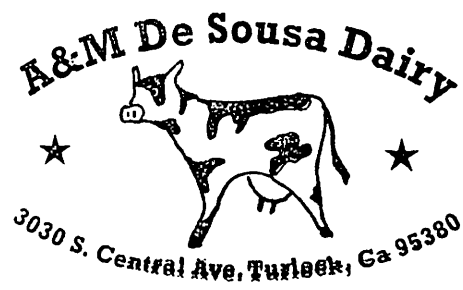
Iria Nunes  
Secretary

Trustee:  
MICHAEL BRASIL  
18246 First Ave  
Stevenson, CA 95374  
Tel: (209) 595-2547

Trustee:  
ART CABRAL  
8099 Central Ave  
Hilmar, CA 95324  
Tel: (209) 678-2358

Trustee:  
ARMELIM DE SOUZA  
3030 South Central Avenue  
Turlock, CA 95380  
Tel: (209) 632-5845

Communication: This Board has received a letter from Reclamation District 2063 regarding the resignation of Armelin De Sousa and the



April 15<sup>th</sup> 2024

To whom it may concern,

I, Armelim de Sousa, am resigning from the Reclamation district 2063 board as of April 15<sup>th</sup>, 2024.

Sincerely,

Armelim de Sousa

x Armelim F. de Sousa





24APR18AM11:03

CHIEF EXECUTIVE OFFICER

April 15, 2024

Stanislaus Surgical Hospital  
1421 Oakdale Rd.  
Modesto, CA 95355

RE: Anticipated Hospital Closure / WARN Act Notice

Jody Hayes, CEO  
Stanislaus County  
1010 10<sup>th</sup> Street  
Modesto, CA 95354

Dear Jody;

Pursuant to applicable Federal and State law we write to inform you that Stanislaus Surgical Hospital located at the address listed above is likely to close temporarily effective April 30, 2024, because CMS has indicated that they will not renew our provider agreement to perform services for Medicare and Medi-cal beneficiaries, which also impacts our many other payor contracts.

We continue to actively and aggressively challenge this decision and would appreciate any support you can provide. **In the event CMS changes their decision, we will continue to operate.** Based on the notification we received from CMS we understand their formal decision to not renew our provider agreement is forthcoming and will be effective April 30, 2024.

As such, we regret to inform you that we anticipate terminating the employment of almost 200 people between April 29 and May 01, 2024. No bumping rights exist. However, we will work with other local healthcare providers to assist with placing as many of our employees as possible.

See attached list; Employee Job Title List

We will do our best to keep you informed as the situation evolves. Please feel free to contact me at (209) 232-2527 if you have any questions or would like further information.

Sincerely,

*Maria Muñoz*

Maria Munoz, PHR, CPP  
Director of Human Resources / Payroll

Job Title Description	Total
Accounts Payable/Financial Assistant	1
<b>Accounts Payable/Financial Assistant Total</b>	1
ADMIN ASSISTANT	1
<b>ADMIN ASSISTANT Total</b>	1
Admissions Representative	1
Admissions Representative	1
Admissions Representative	1
<b>Admissions Representative Total</b>	3
Admitting Lead	1
<b>Admitting Lead Total</b>	1
Authorization Specialist	1
Authorization Specialist	1
<b>Authorization Specialist Total</b>	2
Benefits Specialist	1
<b>Benefits Specialist Total</b>	1
Billing office Mgr	1
<b>Billing office Mgr Total</b>	1
Billing Specialist	1
Billing Specialist	1
<b>Billing Specialist Total</b>	2
Business Office Supervisor	1
<b>Business Office Supervisor Total</b>	1
Certified Dietary Mgr.	1
<b>Certified Dietary Mgr. Total</b>	1
Charge Nurse SNU	1
<b>Charge Nurse SNU Total</b>	1
Chief Executive Officer	1
<b>Chief Executive Officer Total</b>	1
Clerk, Insurance	1
<b>Clerk, Insurance Total</b>	1
Clinical Lab Scientist	1
Clinical Lab Scientist	1
<b>Clinical Lab Scientist Total</b>	2
CNA - Patient Care Tech SNU	1
<b>CNA - Patient Care Tech SNU Total</b>	1
CNO	1
<b>CNO Total</b>	1
Coffee Road RN	1
<b>Coffee Road RN Total</b>	1
Collections Clerk	1
Collections Clerk	1
Collections Clerk	1
Collections Clerk	1
Collections Clerk	1
<b>Collections Clerk Total</b>	5
Dietary Aide-Cook	1

Communication: This Board has received a Worker Adjustment and Retraining Notification (WARN) letter from Stanislaus Surgical Hospital

Dietary Aide-Cook	1
<b>Dietary Aide-Cook Total</b>	<b>2</b>
Dir Of Imaging	1
<b>Dir Of Imaging Total</b>	<b>1</b>
DIRECTOR OF FINANCE	1
<b>DIRECTOR OF FINANCE Total</b>	<b>1</b>
Director of Operations	1
<b>Director of Operations Total</b>	<b>1</b>
Employee Health Nurse	1
<b>Employee Health Nurse Total</b>	<b>1</b>
Endoscopy RN	1
Endoscopy RN	1
Endoscopy RN	1
Endoscopy RN	1
Endoscopy RN	1
<b>Endoscopy RN Total</b>	<b>5</b>
Exc Sec	1
<b>Exc Sec Total</b>	<b>1</b>
Facilities Maint II	1
<b>Facilities Maint II Total</b>	<b>1</b>
Facilities Manager	1
<b>Facilities Manager Total</b>	<b>1</b>
Front Office Clerk - PI	1
Front Office Clerk - PI	1
Front Office Clerk - PI	1
Front Office Clerk - PI	1
Front Office Clerk - PI	1
<b>Front Office Clerk - PI Total</b>	<b>5</b>
GI Tech	1
GI Tech	1
<b>GI Tech Total</b>	<b>2</b>
Health Record Technician	1
<b>Health Record Technician Total</b>	<b>1</b>
Health Records Technician	1
<b>Health Records Technician Total</b>	<b>1</b>
House Keeping	1
House Keeping	1
House Keeping	1
House Keeping	1
House Keeping	1
<b>House Keeping Total</b>	<b>5</b>
Housekeeper, Light Maintenance, Security	1
Housekeeper, Light Maintenance, Security	1
<b>Housekeeper, Light Maintenance, Security To</b>	<b>2</b>
Housekeeper-Light Maintenance - Security	1
Housekeeper-Light Maintenance - Security	1
<b>Housekeeper-Light Maintenance - Security To</b>	<b>2</b>

Housekeeping Supervisor	1
<b>Housekeeping Supervisor Total</b>	<b>1</b>
HR Director/ Med Staff Mgr.	1
<b>HR Director/ Med Staff Mgr. Total</b>	<b>1</b>
Infection Preventionist	1
Infection Preventionist	1
<b>Infection Preventionist Total</b>	<b>2</b>
IT Manager	1
<b>IT Manager Total</b>	<b>1</b>
IT Tech	1
<b>IT Tech Total</b>	<b>1</b>
Lab Manager	1
<b>Lab Manager Total</b>	<b>1</b>
Laboratory Assistant	1
Laboratory Assistant	1
Laboratory Assistant	1
<b>Laboratory Assistant Total</b>	<b>3</b>
Licensed Vocational Nurse	1
<b>Licensed Vocational Nurse Total</b>	<b>1</b>
Materials MGR	1
<b>Materials MGR Total</b>	<b>1</b>
Medical Records Coordinator	1
<b>Medical Records Coordinator Total</b>	<b>1</b>
Medical Staff Coordinator	1
<b>Medical Staff Coordinator Total</b>	<b>1</b>
MRI Technologist PI	1
MRI Technologist PI	1
MRI Technologist PI	1
MRI Technologist PI	1
<b>MRI Technologist PI Total</b>	<b>4</b>
OR RN	1
<b>OR RN Total</b>	<b>1</b>
OR Charge Nurse	1
OR Charge Nurse	1
<b>OR Charge Nurse Total</b>	<b>2</b>
OR RN	1
OR RN	1
OR RN	1
OR RN	1
OR RN	1
OR RN	1
<b>OR RN Total</b>	<b>6</b>
OR Scheduler	1
OR Scheduler	1
<b>OR Scheduler Total</b>	<b>2</b>
PACU Nursing Asst.	1
<b>PACU Nursing Asst. Total</b>	<b>1</b>

PACU RN	1
PACU RN	1
PACU RN	1
PACU RN	1
PACU RN	1
PACU RN	1
PACU RN	1
<b>PACU RN Total</b>	<b>7</b>
Pacu-Pre-Op Registered Nurse	1
<b>Pacu-Pre-Op Registered Nurse Total</b>	<b>1</b>
Patient Care Tech	1
<b>Patient Care Tech Total</b>	<b>1</b>
Payroll Coordinator	1
<b>Payroll Coordinator Total</b>	<b>1</b>
Pharmacist	1
Pharmacist	1
<b>Pharmacist Total</b>	<b>2</b>
Pharmacy Registered Nurse	1
<b>Pharmacy Registered Nurse Total</b>	<b>1</b>
Physical Therapy Aid	1
<b>Physical Therapy Aid Total</b>	<b>1</b>
Physical Therapy Assistant	1
<b>Physical Therapy Assistant Total</b>	<b>1</b>
Physician Assistant	1
Physician Assistant	1
Physician Assistant	1
Physician Assistant	1
<b>Physician Assistant Total</b>	<b>4</b>
Pre Admissions Coordinator	1
<b>Pre Admissions Coordinator Total</b>	<b>1</b>
Pre Admissions RN	1
<b>Pre Admissions RN Total</b>	<b>1</b>
Pre Op Charge RN	1
<b>Pre Op Charge RN Total</b>	<b>1</b>
PreOp RN	1
PreOp RN	1
PreOp RN	1
<b>PreOp RN Total</b>	<b>3</b>
PreAdmission RN	1
PreAdmission RN	1
<b>PreAdmission RN Total</b>	<b>2</b>
PreOp RN	1
PreOp RN	1
PreOp RN	1
PreOp RN	1
PreOp RN	1
PreOp RN	1

PreOp RN	1
PreOp RN	1
<b>PreOp RN Total</b>	<b>8</b>
Pre-op RN	1
<b>Pre-op RN Total</b>	<b>1</b>
PT Manager	1
<b>PT Manager Total</b>	<b>1</b>
Purchase Cord.	1
Purchase Cord.	1
Purchase Cord.	1
<b>Purchase Cord. Total</b>	<b>3</b>
Qty/Infct Mgr. RN	1
<b>Qty/Infct Mgr. RN Total</b>	<b>1</b>
Quality Assurance RN	1
<b>Quality Assurance RN Total</b>	<b>1</b>
Radiology CT Technologist PI	1
<b>Radiology CT Technologist PI Total</b>	<b>1</b>
Radiology Technologist PI	1
<b>Radiology Technologist PI Total</b>	<b>1</b>
Radiology Technologist SSH	1
<b>Radiology Technologist SSH Total</b>	<b>1</b>
Scheduler	1
Scheduler	1
<b>Scheduler Total</b>	<b>2</b>
Scheduler Precision Imaging	1
Scheduler Precision Imaging	1
<b>Scheduler Precision Imaging Total</b>	<b>2</b>
Scheduler/Mammography Clerk	1
<b>Scheduler/Mammography Clerk Total</b>	<b>1</b>
SNU Charge Nurse	1
<b>SNU Charge Nurse Total</b>	<b>1</b>
SNU Nurse Asst.	1
SNU Nurse Asst.	1
SNU Nurse Asst.	1
SNU Nurse Asst.	1
SNU Nurse Asst.	1
<b>SNU Nurse Asst. Total</b>	<b>5</b>
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1



SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
SNU RN	1
<b>SNU RN Total</b>	<b>17</b>
Staff Physical Therapist	1
Staff Physical Therapist	1
<b>Staff Physical Therapist Total</b>	<b>2</b>
Sterile Processing Supervisor	1
<b>Sterile Processing Supervisor Total</b>	<b>1</b>
Sterile Processing Technician	1
Sterile Processing Technician	1
Sterile Processing Technician	1
Sterile Processing Technician	1
<b>Sterile Processing Technician Total</b>	<b>4</b>
Supervisor Clerk PI	1
<b>Supervisor Clerk PI Total</b>	<b>1</b>
Supervisor of Imaging Services	1
<b>Supervisor of Imaging Services Total</b>	<b>1</b>
Surgical Services Assistant	1
Surgical Services Assistant	1
Surgical Services Assistant	1
Surgical Services Assistant	1
<b>Surgical Services Assistant Total</b>	<b>4</b>
Surgical Tech	1
Surgical Tech	1
Surgical Tech	1
Surgical Tech	1
Surgical Tech	1
Surgical Tech	1
<b>Surgical Tech Total</b>	<b>6</b>
Surgical Technologist	1
Surgical Technologist	1
<b>Surgical Technologist Total</b>	<b>2</b>
Ultrasound Tech	1
Ultrasound Tech	1
Ultrasound Tech	1
Ultrasound Tech	1
<b>Ultrasound Tech Total</b>	<b>4</b>
Unit Clerk/Discharge Coordinator	1
<b>Unit Clerk/Discharge Coordinator Total</b>	<b>1</b>
X-Ray and Mammography Tech	1
<b>X-Ray and Mammography Tech Total</b>	<b>1</b>
X-RAY TECH	1

Communication: This Board has received a Worker Adjustment and Retraining Notification (WARN) letter from Stanislaus Surgical Hospital

X-RAY TECH Total	1
X-ray-CT Tech	1
X-ray-CT Tech Total	1
Grand Total	191