BOARD OF SUPERVISORS

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

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

AGENDA

May 21, 2024

Special Meeting
6:00 PM

Regular Meeting
6:30 PM

Chambers - Basement Level
1010 10th Street, Modesto, CA 95354

Teleconference Location: Supervisor Chiesa
The Mayflower Hotel, Delaware Board Room
1127 Connecticut Avenue, NW, Washington, D.C. 20036
www.stancounty.com/board/index.shtm

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

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

The agenda is divided into two sections:

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

DISCUSSION ITEMS: These items will be individually discussed.

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

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

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

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

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

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

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

Special Meeting
6:00 PM

1. 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.

Regular Meeting
6:30 PM

2. Pledge Allegiance to the Flag

3. Invocation

4. Presentations:
    1. Commendations for the 2024 Stanislaus County Outstanding Senior Citizens of the Year in Celebration of Older Americans Month
    2. Recognition of the 2024 Stanislaus County Recycling Poster Contest Winners
    3. Stanislaus County Employees' Retirement Association Update from Tom Stadelmaier, Executive Director

5. Public Comment Period

6. Consent Calendar

    A. Miscellaneous
    1. Approval of the Minutes for May 14, 2024
    2. Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1369 to Amend Existing Fees for the Agricultural Commissioner and Chapter 4.36 of the Stanislaus County Code
    3. Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1371 to Amend Existing Fees for Building Permit Services
    4. Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1370 to Amend Existing Fees for Planning Services
    5. Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1368 to Amend Existing Fees for the Department of Public Works
    6. Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1375 to Amend Existing Fees Collected by the Treasurer-Tax Collector Department
    7. Approval to Proclaim the Week of June 10th, 2024, as Family Services Specialist Recognition Week

    B. Chief Executive Office
    1. Approval of an Amendment to the Agreement with Telecare Corporation for the Provision of Behavioral Health Services in the Amount of $1,648,210 – Behavioral Health & Recovery Services

2. Approval of an Amendment to the Agreement with Aegis Treatment Centers, LLC, for the Provision of Narcotic Replacement Therapy Services in the Amount of $5,000,000 – Behavioral Health & Recovery Services
3. Approval to Set a Public Hearing on June 25, 2024, at the 9:00 a.m. Meeting, to Consider Adjustments to the Stanislaus County Franchise Maximum Rates for Solid Waste Collection Services – Environmental Resources
4. Acceptance of an Update on Stanislaus County's $5 Million Investment to Stanislaus Equity Partners, Inc., a 501(c)(3) Non-Profit Corporation, to Provide Services to Disproportionately Impacted Communities in Stanislaus County – Chief Executive Office
5. Adopt a Resolution for the Multipurpose Senior Services Program, Along With Approval of an Agreement with the California Department of Aging in the Amount of $1,071,200 for the Term of July 1, 2024 Through June 30, 2025 – Aging and Veteran Services
6. Approval to Adopt County Retirement Contribution Rates for Budget Year 2025 as Contained in the Stanislaus County Employees' Retirement Association Actuarial Valuation as of June 30, 2023 – Chief Executive Office
7. Approval of an Agreement with Oracle America, Inc., for the Licensing of the PeopleSoft Application as the County's Human Resources Management System for the Period of July 1, 2024 Through June 30, 2025 – Information Technology Central
8. Approval to Provide Up to $6,072 of Community Development Funds to Valley Home Community Center, Inc., a 501(c)(3) Nonprofit Corporation, for the Purchase of a Water Tank and Well Pump for the Valley Home Community Park – Chief Executive Office

C. Department of Public Works
1. Approval to Summarily Vacate a Portion of Jennie Avenue in the Town of Keyes as Public Roadway
2. Acceptance of an Update on Stanislaus County's Investment of American Rescue Plan Act Funding to Community Infrastructure in County Island Communities
3. Approval of an Update in Accordance with Public Contract Code Section 22050 for the Emergency Repairs to Crows Landing Community Services District's Well No. 4 Replacement Project

D. Department of Planning and Community Development
1. Approval to Set a Public Hearing on June 4, 2024, at the 9:00 a.m. Meeting, to Consider an Appeal of the Planning Commission's Approval of Use Permit PLN2021-0104 - Kooistra Dairy

E. County Counsel

7. Public Hearings

8. Discussion Items

9. Correspondence
    1. This Board has received the following claims: Linda Stotts-Burnett; and, Edward L. Silva.
       (Recommendation: Acknowledge receipt of claims and refer to the Office of County Counsel.)

10. Board of Supervisors' Reports

11. Legislative, Fiscal and Management Report - Chief Executive Officer

12. Adjournment

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

Regular Session   Tuesday   May 14, 2024
All Supervisors Present
Pledge of Allegiance to the Flag

A moment of silence was held for Beverly Finley, Former Director of the Stanislaus County Health Services Agency.

Invocation was given by Reverend Scott Elliott with Big Valley Grace.

Kevin Panyanouvong, Associate Director of Behavioral Health and Recovery Services, gave a presentation on Behavioral Health Awareness Month.

Chiesa/B. Condit unan. Adopted the consent calendar after removing from consent item **6.B.3** Approval to Amend a Lease Purchase Agreement for the Former Animal Services Facility, Located at 2846 Finch Road in Modesto, With Barks and Wags LLC, Retroactive to 01/01/2024 Through 11/23/2025 – GSA

6.A.1 Approved the minutes of 04/30/2024
6.A.2 Appointed Joseph Jackson to the Stanislaus County Parks and Recreation Commission
6.A.3 Accepted the resignation of Ardria Weston from the Workforce Development Board
6.A.4 Accepted the resignation of Don Moyer from the Stanislaus County Parks and Recreation Commission
6.A.5 Approved the request to consolidate the Newman-Crows Landing Unified School District's two bond measures with the Presidential General Election to be held on 11/05/2024
6.A.6 Approved the request to consolidate the Stanislaus Union School District's bond measure with the Presidential General Election to be held on 11/05/2024
6.A.7 Approved the request to consolidate the Salida Union School District's bond measure with the Presidential General Election to be held on 11/05/2024
6.B.1 Retroactively approved Change Order Nos. 2, 3 and 4 to the Construction Contract with ABC Liovin, Inc., in the amount of $61,246, for the Geer Road Landfill Piezometer Installation and Well Abandonment Project; authorized the Director of DER to execute Change Order Nos. 2, 3, and 4 with ABC Liovin, Inc., in the amount of $61,246, resulting in a new not-to-exceed amount of $253,368, and to sign necessary documents; and, authorized the Director of DER to take any appropriate action necessary to carry out the purpose and intent of these recommendations – DER
6.B.2 Approved the award of a construction contract to ABC Liovin Drilling, Inc., of Signal Hill, CA, for the Fink Road Landfill's Monitoring Well Abandonment and New Monitoring Well Installation Project, in the amount of $298,632; authorized the Director of DER to execute the construction contract with ABC Liovin Drilling, Inc., of Signal Hill, CA, for the Fink Road Landfill's Monitoring Well Abandonment and New Monitoring Well Installation Project, and to sign any necessary documents; authorized the Director of DER to execute change orders up to $39,932, representing $25,000 plus 5% of the original contract price, in accordance with Public Contract Code Section 20142; and, upon project completion, authorized the Director of DER to accept the completed improvements and perform all necessary closeout activities for the project – DER

6.B.4 Approved the 2023-2028 Comprehensive Economic Development Strategy as submitted by the Stanislaus County Economic Development Action Committee as part of the U.S. Economic Development Administration requirement for application for Federal EDA grant funding – CEO

6.B.5 Approved a resolution declaring 0.92 acres of County-owned property at 18 South Abbie Street in Empire as Surplus Land pursuant to the California Surplus Lands Act, APN: 133-017-006; and, directed the CEO, or designee, to issue the Notice of Availability for the surplus property that is compliant with the Surplus Land Act, proceed with the Surplus Land Act process, and return to the Board for further direction – GSA

6.B.6 Approved the professional services agreement with Leaders in Community Alternatives, LLC., to support a less restrictive program for Secure Youth Treatment Facility youth being released from the Probation Department's Juvenile Institutions in the amount of $859,890 for the term of 07/01/2024, through 06/30/2026; authorized the Purchasing Agent, or designee, to sign and execute the agreement with Leaders in Community Alternatives, LLC., in the amount of $859,890 for the term of 07/01/2024, through 06/30/2026, to support a less restrictive program for Secure Youth Treatment Facility youth being released from the Probation Department's Juvenile Institutions; and, authorized the Purchasing Agent, or designee, to sign amendments for additional services and payments, budget permitting, throughout the term of the agreement – Probation

6.B.7 Adopted the Property Tax Administration Cost Recovery Plan for use in FY 2023-2024; approved the calculation of the Property Tax Administration Fee from FY 2022-2023 and the proportion of recoverable costs attributable to incorporated cities and other jurisdictions; and, authorized the collection of said costs pursuant to the provisions of the Revenue and Taxation Code Sections 95.3 and 97.75, and Stanislaus County Ordinance Code Section 4.44.010 – Auditor-Controller

6.B.8 Set a Public Hearing on 08/13/2024, at the 9:00 a.m. meeting to consider adoption of the Revised Single Delta-Mendota Groundwater Sustainability Plan – DER

6.B.9 Accepted an update on the investment of American Rescue Plan Act Funds into Stanislaus 2030 Investment Blueprint Strategies – CEO

6.B.10 Approved the commendations for Stanislaus County Outstanding Senior Citizens of the Year – Aging and Veterans

6.B.11 Approved the Community Services Agency California Work Opportunity and Responsibility to Kids California Outcomes and Accountability Review (Cal-OAR) System Improvement Plan; and, authorized the Chairman to sign the Cal-OAR Report signature page – CSA

6.B.12 Approved the Megabyte Property Tax System Maintenance Agreement (MPTS) with Megabyte Systems, Inc. for $369,172; authorized the GSA Director/Purchasing Agent or designee, upon the recommendation of the Assessor, Auditor-Controller, and Treasurer-Tax Collector to execute the agreement with Megabyte Property Tax System, Inc. for the MPTS; and, authorized the GSA Director/Purchasing Agent or designee, to sign amendments for additional services and payments, consistent with the Stanislaus County Purchasing and Salvage Policy, up to $200,000, budget permitting throughout the term of the agreement – Assessor

6.B.13 Accepted the March 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

6.B.14 Accepted the CEO's Third Quarter Financial Report for FY 2024; authorized the CEO and the Auditor-Controller to make the necessary adjustments as recommended in the 2024 Third Quarter Financial Report; authorized the use of $7,854,807 in appropriations for contingencies as recommended in the 2024 Third Quarter Financial Report; authorized the Auditor-Controller to make necessary fiscal year-end accounting entries to accurately report expenses and revenue in the appropriate FY and adjust appropriations as necessary as approved by the CEO; amended the Salary and Position Allocation Resolution to reflect the recommendations included as part of the 2024 Third Quarter Financial Report, as outlined in the Staffing Impacts section of the agenda item, and detailed in Attachment 2, to be effective the first full pay period on or after 05/18/2024, unless otherwise noted; set a public hearing for the consideration and adoption of the 2025 Proposed Budget for the 9:00 a.m. meeting on 06/04/2024; directed the Clerk to advertise the public hearing; and authorize the Clerk to make appropriate changes to the public notice if fee increases are proposed as part of the budget process – CEO

6.C.1 Approved Amendment No. 1 to the Professional Design Services Master Agreement with Interwest Consulting Group for On-Call Project Management, increasing the amount by $2,970,000, for a new not-to-exceed total of $5,970,000; authorized the Director of Public Works to execute Amendment No. 1 with Interwest Consulting Group, in the amount of $2,970,000, and sign the necessary documents; and, authorized the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations – PW

6.C.2 Approved a Professional Construction Management Services Agreement with NV5, Inc., for Constructability Review Services for the North County Corridor Project; authorized the Director of Public Works to execute a Professional Construction Management Services Agreement with NV5, Inc., for Constructability Review Services for the North County Corridor Project with a not-to-exceed amount of $437,381; approved the use of Public Facility Fee (PFF) Program - Regional Transportation Impact Fees for the North County Corridor Phase 1 Project in the amount of $500,000 to cover a consultant fee of $437,381 and $62,619 for County construction management staff time; directed the Auditor-Controller to increase estimated revenue and appropriations by $500,000 in the Public Works North County Corridor Phase 1 Project budget unit; and, authorized the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations – PW

6.C.3 Approved the Agreement for Acquisition of Property located at the Former Riverbank Army Ammunition Plant, Riverbank, CA, for the North County Corridor Project, Grantor: United States of America, APN: 062-031-005; 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

6.C.4 Adopted a resolution certifying the mileage in Stanislaus County's maintained mileage road system to be 1,509.35 miles as of 12/31/2023 – PW

6.C.5 Proclaimed 05/19/2024 through 05/25/2024, as Stanislaus County Public Works Week, in conjunction with National Public Works Week – PW

6.C.6 Approved Amendment No. 2 to the Professional Design Services Agreement with Wood Rodgers, Inc., in the amount of $1,351,284 for additional design support services for the Crows Landing Industrial Business Park Phase 1A Infrastructure Project, bringing the new not-to-exceed total to $5,405,948; authorized the Director of Public Works to execute Amendment No. 2 to the Professional Design Services Agreement with Wood Rodgers, Inc., in the amount of $1,351,284, for additional design support services for the Crows Landing Industrial Business Park Phase 1A Infrastructure Project, bringing the new not-to-exceed total to $5,405,948, and to sign necessary documents; and, authorized the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations – PW

6.C.7 Approved an emergency update in accordance with California Public Contract Code Section 22050 for emergency repairs to Crows Landing Community Services District's Well No. 4 Replacement Project; and, affirmed the emergency declaration remains necessary and authorized staff to proceed with needed repairs to Crows Landing Community Services District's Well No. 4 Replacement – PW

6.C.8 Approved the Second Amendment to the Legal Services Agreement with Nossaman, LLP., in the amount of $950,000, for additional services for the North County Corridor Phase 1 Project and increasing the not-to-exceed amount to $2,696,250; authorized the Director of Public Works to execute the Second Amendment with Nossaman, LLP, in the amount of $950,000, and to sign necessary documents; and, authorized the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations – PW

6.D.1 Finds that the condition and contingencies of the Tentative Certificate of Cancellation of a 2.47-acre portion of Williamson Act Contract No. 1971-64, located at 6290 and 6230 Stoddard Road and 3780 Ladd Road, between the Modesto Irrigation District Main Canal and the Stanislaus River in the community of Salida, have been satisfied; and, directed the Clerk to execute and record the Certificate of Cancellation within 30 days of passage – Planning

Withrow/C. Condit (4-0)(Chiesa recused) **6.B.3** Approved the Amendment to a Lease Purchase Agreement for the former Animal Services Facility located at 2846 Finch Road in Modesto, with Barks and Wags LLC., retroactively for the term of 01/01/2024 through 11/23/2025; and, authorized the GSA Director/Purchasing Agent, or designee, to execute the amendment retroactively to 01/01/2024 – GSA

Chiesa/C. Condit (4-1)(Withrow opposed) **7.1** Conducted a public hearing to consider the Planning Commission's recommendation of Development Agreement Application Number (No.) PLN2023-0161, Irish City Farms, a request to adopt a new Development Agreement for Use Permit No. PLN2018-0162 – Phenos Cooperative, Inc. (now doing business as Irish City Farms), a previously permitted commercial cannabis operation located at 304 Motor City Court, between Detroit Lane and McHenry Avenue, in the Modesto area, APN: 046-008-018; finds the project is exempt from 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; approved the Development Agreement for PLN2023-0161 – Irish City Farms; 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. 1377 rescinding Ordinance C.S. 1238; and, ordered the filing of a Notice of Termination for the adopted Development Agreement for UP No. PLN2018-0162 – Phenos Cooperative Inc., with the Stanislaus County Clerk Recorder's Office
– Planning

B. Condit/Withrow unan. **8.1** Pursuant to California Government Code Section 8630, ratified the proclamation of a local emergency in Stanislaus County due to the migration of the beet leafhopper in Stanislaus County; and, authorized the Sheriff-Coroner/Director of Emergency Services to take the necessary actions in accordance with Stanislaus County Code Section 2.52.110 to respond to the emergency – Sheriff - OES/Fire Warden

Corr 1 Referred to the Clerk-Recorder and Registrar of Voters, a letter from the Monterey Park Tract Community Services District regarding the resignation of Shirley Martinez from their Board of Directors.

Corr 2 Acknowledged receipt of a copy of the Crows Landing Industrial Business Park Enhanced Infrastructure Financing District Annual Report which will be considered at their 06/04/2024 meeting.

Corr 3 Referred to the Fish and Wildlife Committee, a letter from the California Fish and Game Commission regarding proposed regulations relating to mitigating risks for cervid importation and movement.

Corr 4 Referred to the Department of Planning and Community Development, a letter from the Hart-Ransom Union School District regarding the increase of their school facilities fees for residential and commercial/industrial development.

Corr 5 Referred to the Fish and Wildlife Committee, a letter from the U.S. Department of the Interior regarding their preparation of a Draft Environmental Assessment to evaluate the potential physical, environmental, cultural, and socioeconomic effects associated with the management of aquatic invasive plants in various wildlife management areas.

Corr 6 Acknowledged receipt of claims and referred to the Office of County Counsel the following claims: Ruben S. Juarez; Marta C. Villafuerte (amended); Hailey Funk, individually and on behalf of the estate of Craig Funk (2 claims); Bobbie Bowling; Daisy Bowling; K.B., a minor; M.M.R, M.C.H.P., K.M.H., M.M.H., and A.O.M.H., minors and through their GAL, Marissa Claribel Hernandez Perez; Brittany Cruse; Luis Chavolla; Oakdale Irrigation District; and, Tammy Burton.

Supervisor Chiesa reported that he will participate remotely at next week's Board meeting since he will be in Washington D.C. for a StanCOG meeting.

Supervisor B. Condit reminded everyone to wear a life jacket on the waterways. He shared that most fire departments have a life jacket loaner program.

Supervisor Chiesa also shared that Modesto and Woodward Reservoirs have a life jacket loaner program.

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

CEO Hayes provided an update regarding the Governor's May Revised Budget that was released last week. County Departments will monitor the release of additional information and report back next week. The CEO noted that the State Budget shortfall estimates have grown and the Governor is proposing the elimination of 10,000 State Government positions. The County anticipates impacts to several County departments including the Health Services Agency, Community Services Agency, Probation, Behavioral Health and Recovery Services Agency, Homeless Programming, Workforce Development, Transportation and Economic Development. The Governor did specifically share there will be a special announcement regarding the State's homelessness and mental health reforms. In addition, the Board sent a letter of support for infrastructure in our underserved communities to supplement the $55.8 million this Board has allocated for infrastructure improvements for our American Rescue Plan Act (ARPA) funds, and a letter of support for the City of Patterson's Del Puerto Creek Recharge and Recovery Project Grant Proposal.

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

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

Adjourned to closed session at 10:02 a.m.

13. Conferenced with Legal Counsel – Existing litigation: Pursuant to Government Code Section 54956.9 (d)(1). Two cases: Thomas Adams Jr., v. County of Stanislaus, et al. U.S. District Court Eastern District, Case No. 1:23-cv-00045- ADA-BAM; and County of Stanislaus v. Yehia Ahmed Qassem Shaibi as Trustee, et al., Stanislaus County Superior Court, Case No. CV-22-005039. No reportable action taken.

Adjourned at 11:54 a.m.

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

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

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors

BOARD AGENDA:6.A.2
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1369 to Amend Existing Fees for the Agricultural Commissioner and Chapter 4.36 of the Stanislaus County Code

STAFF RECOMMENDATION:

1. Adopt and waive the second reading of Ordinance C.S. 1369 to amend existing fees for the Agricultural Commissioner and Chapter 4.36 of the Stanislaus County Code.

ATTACHMENT(S):

1. Ordinance C.S. 1369

ORDINANCE NO. C.S. 1369

AN ORDINANCE TO AMEND CHAPTER 4.36 OF THE STANISLAUS COUNTY CODE AND ASSOCIATED DEPARTMENT OF AGRICULTURE AND WEIGHTS AND MEASURES FEE SCHEDULE

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. Stanislaus County Code, Title 4, Chapter 4.36, Section 4.36.060 is hereby amended to read as follows:

"4.36.060 Annual registration fee.

An annual registration fee shall be charged for the calendar year, or any part thereof, for all weighing and measuring instruments used for commercial purposes. The annual registration fee shall be the maximum set forth in Section 12240(a) of the Business and Professions Code, not to exceed the total cost of the county's inspection or testing program. The fee for each scale operated from a non-fixed location (Farmer's Market) if delivered to the department for inspection prior to paying the annual device registration fee shall consist of the device fee set forth in Section 12240(b) of the Business and Professions Code. All other fees shall consist of both the device and location fees as set forth in Section 12240(f) of the Business and Professions Code. Companies, who operate residential utility meters and are not specifically mentioned in Section 12240 of the Business and Professions Code, shall pay the same fee as the water, vapor, or electric device fees charged to operations specifically mentioned in Section 12240(g)(1) of the Business and Professions Code."

Section 2. Stanislaus County Code, Title 4, Chapter 4.36, Section 4.36.090 is hereby amended to read as follows:

"4.36.090 Delinquent Certificate

Any person failing to pay their new or renewal annual device registration fee (device fee plus location fee) on or before 60 days following the expiration date of the registration permit or initial billing shall be required to pay an additional sum equal to fifty (50%) percent of the registration fee as a penalty for any such delinquency. Fees not paid after 90 days of the initial billing will be forwarded to revenue and reimbursement."

Section.3 This ordinance shall take effect 30 days from and after the date of its passage and before the expiration of 15 days after its passage, it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor _______________, seconded by Supervisor _______________, the foregoing ordinance was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this ________day of _________, 2024, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAIN: Supervisors:

Mani Grewal
Chairman of the Board of Supervisors
of the County of Stanislaus, State of California

ATTEST:

Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By ________________________________
Deputy Clerk

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By ________________________________
Shaun Wahid
Chief Deputy County Counsel

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors | BOARD AGENDA:6.A.3
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES | 4/5 Vote Required: No

SUBJECT:

Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1371 to Amend Existing Fees for Building Permit Services

STAFF RECOMMENDATION:

1. Adopt and waive the second reading of Ordinance C.S. 1371 to amend existing fees for building permit services.

ATTACHMENT(S):

1. Ordinance C.S. 1371

ORDINANCE NO. C.S. 1371

AN ORDINANCE TO ADOPT A REVISED FEE SCHEDULE FOR BUILDING PERMIT SERVICES BY THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. The Board of Supervisors hereby adopts the Department of Planning and Community Development 2024 Building Permit Services Fee Schedule for building permit services, attached as Exhibit A and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. This ordinance shall be published once before the expiration of 15 days after passage of this ordinance, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California, and the ordinance shall take effect either (a) pursuant to Section 25123 of the Government Code, 30 days after the date of publication, or (b) pursuant to Section 66017 of the Government Code, 60 days following the final action on the adoption of the fees or charges, whichever date occurs last.

Upon motion of Supervisor ________________, seconded by Supervisor ______________________, the foregoing resolution was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, the _____ day of ________________ 2024, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAINING: Supervisors:

____
Mani Grewal,
Chairman of the Board of Supervisors,
of the County of Stanislaus,
State of California

//

Ordinance No. C.S. 1371
Adopted May 21, 2024
Page 2

ATTEST:

Elizabth A. King,
Clerk of the Board of Supervisors,
of the County of Stanislaus,
State of California

By: ______________________________
Deputy Clerk of the Board

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

By: ______________________________
Robert J. Taro,
Assistant County Counsel

Stanislaus County Building Permit Services Fee Schedule - Effective July 20, 2024

The fees captured in this schedule are for building permit services delivered by the Stanislaus County Planning and Community Development Department's Building Permit Division only. Additional fees from other County Departments, Fire Districts, School District, and/or County Public Facilities Fees may be applicable.

GENERAL APPLICATION PROCESSING FEE AND PER HOUR RATE - APPLICABLE TO ALL PERMIT TYPES

	EXISTING	PROPOSED
Application Processing Fee - Per Application	$ 49.00	$ 50.50
Field Inspection Hourly Rate	$ 107.50	$ 111.00
Plan Review (PC) Hourly Rate	$ 107.50	$ 111.00

MANUFACTURED HOMES[1]

The fee for a Manufactured Home set up permit on private property shall be stipulated in the Mobile Home Parks Act, Title 25 of the California Administrative Code section 1020.1. (excluding the re-inspection fee). The re-inspection fee is based on the County's approved re-inspection fee included herein. The fee's indicated in section 1020.1 include inspection of utilities, sewage, and setup.

	EXISTING	PROPOSED
Mobile Home Plan Review Fee - Actual cost with deposit fee based on a 3/4 of a hour minimum.	$ 80.50	$ 83.50
Additional Plan Review Fee - Actual cost with deposit fee based on a 1/2 of a hour minimum	$ 54.00	$ 56.00
Electrical Service	$ 88.50	$ 91.50
Mobile Home Inspection Fee	$ 360.00	NO CHANGE
Mobile Home Permanent Foundation System Fee	$ 121.50	$ 125.50

[1] Califonia Department of Housing and Community Development Fee will be collected by the County at the rate set by the State.

GENERAL INSPECTIONS

General Inspections included, but are not limited to, fire damage evaluation inspections, minor repairs, and inspection of smoke and carbon monoxide detectors. Each inspection includes a written staff report to the applicant. **A general inspection fee for cannabis related enforcement shall be applicable when a property is actively the subject of any law or code enforcement action resulting from any non-permitted on-site cannabis activity.**

	EXISTING	PROPOSED
Site or Structure - Non-Cannabis Related Enforcement	$ 136.50	$ 141.00
Each Additional Unit[2] - Non-Cannabis Related Enforcement	$ 58.00	$ 60.00
Site or Structure - Cannabis Related Enforcement	$ -	**$ 245.00**
Each Additional Unit[2] - Cannabis Related Enforcement	$ -	**$ 75.00**

[2] A duplex shall be considered a single unit for purposes of this fee.

MOVE IN DWELLING OR STRUCTURE (PRE-MOVE INSPECTION AND REPORT)[3]

A fee for each inspection and permit shall be paid in accordance to the following:

	EXISTING	PROPOSED
Structure or House to be Moved Currently Exists Within the County	$ 136.50	$ 141.00
Structure or House to be Moved Into the County	$ 207.50	$ 214.50

[3] A completion guarantee deposit shall be posted with the County's Chief Building Official when the building permit application purposes to relocate an existing structure for human occupancy. The amount of the guarantee shall not be less than $5.00 per square-foot for the structure, nor less than $5,000.00. The guarantee deposit shall be in the form of a "TIME CERTIFICATE OF DEPOSIT" or an "ASSIGNED PASSBOOK" account. The construction for which the guarantee deposit is posted shall be completed within one year. On a showing of good cause the construction time may be extended by the Chief Building Official for an additional period not to exceed one year. In the case on non-compliance of work within the one year, the Chief Building Official may use the guarantee deposit to either complete the work or demolish the unfinished structure. The guarantee deposit, or unused portion thereof, will be returned to the depositor upon final inspection and acceptance of the work performed.

Attachment: Ordinance C.S. 1371 (Ord 1371 Adopt and Waive Second Reading)

EXHIBIT A

Stanislaus County Building Permit Services Fee Schedule - Effective July 20, 2024

AFTER HOURS (5:00 P.M. TO 7:00 A.M.) AND WEEKEND INSPECTIONS, EXCLUDING HOLIDAYS

After hours and emergency inspections subject to staff availability. This fee is to be paid prior to the inspection being made and the inspection request shall be submitted during normal business hours 24 hours prior to inspection date. The fee for after hours inspections shall be as follows:

	EXISTING	PROPOSED
Hourly Rate	$ 160.50	$ 166.00
Minimum Charge - Based on a three hour minimum.	$ 481.00	$ 497.50

CALCULATED VALUATION BASED PERMITS

The County's Building Official shall make the determination of value or valuation under any of the provisions of this code. The value to be used in computing the building permit and building plan review fees shall be the total value of all the construction work for which the permit is issued as well as: all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment authorized by Government Code Section 66016 and Health and Safety Code Section 19130-19138. The Chief Building Official shall use the August 2020 building valuation data found in the "Building Safety Journal" published by the International Code Council (ICC).

TOTAL VALUATION	EXISTING	PROPOSED
$1 to $500	$ 25.60	$ 26.50
$501 to $2,000	$25.60 for the first $500 plus $3.32 for each additional $100 or fraction thereof, to and including $2,000	$26.50 for the first $500 plus $3.43 for each additional $100 or fraction thereof, to and including $2,000
$2,001 to $25,000	$75.50 for the first $2,000 plus $15.30 for each additional $1,000 or fraction thereof, to and including $25,000	$78.00 for the first $2,000 plus $15.82 for each additional $1,000 or fraction thereof, to and including $25,000
$25,001 to $50,000	$426.80 for the first $25,000 plus $11.02 for each additional $1,000 or fraction thereof, to and including $50,000	$441.30 for the first $25,000 plus $11.39 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$702.25 for the first $50,000 plus $7.65 for each additional $1,000 or fraction thereof, to and including $100,000	$726.15 for the first $50,000 plus $7.91 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$1,084.00 for the first $100,000 plus $6.12 for each additional $1,000 or fraction thereof, to and including $500,000	$1,120.85 for the first $100,000 plus $6.33 for each additional $1,000 or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$3,527.60 for the first $500,000 plus $5.18 for each additional $1,000 or fraction thereof, to and including $1,000,000	$3,647.50 for the first $500,000 plus $5.36 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,0001 and Up	$6,118.40 for the first $1,000,001 plus $3.43 for each additional $1,000 or fraction thereof	$6,326.40 for the first $1,000,001 plus $3.55 for each additional $1,000 or fraction thereof

Attachment: Ordinance C.S. 1371 (Ord 1371 Adopt and Waive Second Reading)

Stanislaus County Building Permit Services Fee Schedule - Effective July 20, 2024

BUILDING INSPECTION FEES - *MECHANICAL*

The minimum mechanical fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	$ 107.50	$ 111.00
Field Inspections Minimum Charge	$ 80.50	$ 83.50
Per Piece of Mechanical Equipment to be Inspected	$ 15.50	$ 16.00

BUILDING INSPECTION FEES - *ELECTRICAL*

The minimum electrical fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	$ 107.50	$ 111.00
Field Inspections Minimum Charge	$ 80.50	$ 83.50
Per Electrical Motor, Generator, Transformer, Machine Fixture or Device Requiring an Inspection	$ 15.50	$ 16.00
Electrical Service Greater Than 1,000 amps	$ 147.00	$ 152.00
New Electrical Service or the Replacement of, Temporary Power, and Electrical Pumps	$ 88.50	$ 91.50

BUILDING INSPECTION FEES - *PLUMBING*

The minimum plumbing fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	$ 107.50	$ 111.00
Field Inspections Minimum Charge	$ 80.50	$ 83.50
Per Fixture or Trap or Device Requiring an Inspection	$ 7.00	$ 7.50

MISCELLANEOUS PERMIT FEES

Miscellaneous permit fees cover all permit types not otherwise identified within this fee schedule. The minimum miscellaneous permit fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	$ 107.50	$ 111.00
Field Inspections Minimum Charge	$ 80.50	$ 83.50

GRADING PERMIT FEES

The minimum grading permit fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	$ 107.50	$ 111.00
Field Inspections Minimum Charge	$ 80.50	$ 83.50

RESEARCH FEES

The minimum research fee shall not be less then the actual cost of conducting and delivering the research at the hourly rate as set forth in this fee schedule. A non-refundable deposit shall be collected before any research work can begin. Any remaining balance due shall be collected upon completion of the research.

	EXISTING	PROPOSED
Research Hourly Rate	$ 66.50	$ 69.00
Research Minimum Charge	$ 34.00	$ 35.00

Stanislaus County Building Permit Services Fee Schedule - Effective July 20, 2024

INVESTIGATION FEES

Whenever any work has commenced for which a permit is required by the County's adopted code without first obtaining said permit, an investigation fee shall be imposed. The minimum investigation fee shall be equal to the amount of the permit fee required and shall be collected at the time of building permit application submittal. The payment of any investigation fee shall not exempt any person from compliance with all other provisions of the adopted code, nor from any penalty prescribed by law.

RE-INSPECTION FEES

A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. The fee will be at the following rate:

	EXISTING	PROPOSED
First Re-Inspection Fee	$ 107.00	$ 110.50
Second Re-Inspection Fee for Same Item	$ 212.50	$ 220.00
Third Re-Inspection Fee for Same Item	$ 322.00	$ 333.00

MICRO FILM FEES

A microfilm fee shall be collected for all building permits at the following rate:

	EXISTING	PROPOSED
Counter Permit (No Plans)	$ 4.00	$ 4.25
Residential	$ 7.00	$ 7.25
Commercial	$ 7.00	$ 7.25
Plus a Per Sheet Cost on Plans	$ 1.75	$ 2.00

PLAN REVIEW FEES

When plans or their data are required to be submitted by Section 107 of the adopted California Building Code, a plan review fee shall be paid at the time of submitting plans and specifications for review. The Plan Review Fee is in addition to the Building Permit Fees and at no time shall the plan review fee be less than the County's actual cost of plan review computed at the hourly plan review rate.

	EXISTING	PROPOSED
Plan Review Fees - Based on Building Permit Fee	65%	NO CHANGE
Incomplete Plans or Changed Plans Requiring Additional Plan Review Shall Be Charged an Additional Plan Review Fee (With a Minimum 1/2 Hour Charge)	$ 107.50	$ 111.00

MASTER PLAN REVIEW

A Master plan review shall only apply to an individual recorded subdivision. The fee for a Master plan review shall be:

1) 65% of the building permit fee for the original plan review, and

2) all subsequent permits pulled using a pre-approved plan will be assessed a plan review fee equal to 50% of the full plan review fee.

EXPIRATION OF PLAN REVIEW

In accordance with By Section 105.3.2 California Building Code, applications for which no permits have been issued within 180 days following the date of application, shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Chief Building Official. The Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. In order to renew action on an application after expiration, the applicant shall be required to submit new plans and pay the new plan review fee in effect at the time of re-submittal.

WIND AND GEOTHERMAL ALTERNATIVE ENERGY SYSTEMS PERMIT FEES

The minimum alternative energy system fee for each permit shall not be less than the County's actual cost of inspection and plan review computed at the following weighted hourly rates as set forth in this fee schedule:

	EXISTING	PROPOSED
Plan Review Fee (if required) - Minimum 1/2 Hour Charge	$ 107.50	$ 111.00
Field Inspections Minimum Charge	$ 80.50	$ 83.50

Stanislaus County Building Permit Services Fee Schedule - Effective July 20, 2024

PHOTOVOLTAIC

Residential Roof Mount System[4]

Total Kilowatts	BASE COST	Additional Cost Per Kilowatt EXISTING	PROPOSED
0 to 15	$ 500.00	$0.00	NO CHANGE
16 and Up	$ 500.00	$16.35 for each KW over 15 KW	$16.90 for each KW over 15 KW

Residential Ground Mount System[4]

Total Kilowatts	BASE COST	Additional Cost Per Kilowatt EXISTING	PROPOSED
0 to 15	$ 798.00	$0.00	NO CHANGE
16 and Up	$ 798.00	$16.35 for each KW over 15 KW	$16.90 for each KW over 15 KW

Commercial Ground Mount System[4]

Total Kilowatts	BASE COST	Additional Cost Per Kilowatt EXISTING	PROPOSED
0 to 50	$ 1,447.00	$0.00	NO CHANGE
51 to 250	$ 1,447.00	$7.65 Per Kilowatt over 50	$7.90 Per Kilowatt over 50
251 to 1,000	$ 2,847.00	$4.35 Per Kilowatt over 250	$4.50 Per Kilowatt over 250
1,001 to 5,000	$ 5,847.00	$1.65 Per Kilowatt over 1,000	$1.70 Per Kilowatt over 1,000
5,001 to 25,000	$ 11,847.00	$0.50 Per Kilowatt over 5,000	NO CHANGE
25,001 to 75,000	$ 21,847.00	$0.25 Per Kilowatt over 25,000	NO CHANGE
75,001 to 150,000	$ 34,347.00	$0.25 Per Kilowatt over 75,000	NO CHANGE
150,001 and Up	$ 53,097.00	$0.25 Per Kilowatt over 150,000	NO CHANGE

Commercial Roof Mount System

Total Kilowatts	BASE COST	Additional Cost Per Kilowatt EXISTING	PROPOSED
0 to 50	$ 1,000.00	$0.00	NO CHANGE
51 to 250	$ 1,000.00	$7.65 for Each KW over 50 KW	$7.90 for Each KW over 50 KW
251 to Up	$ 2,400.00	$5.45 for Each KW over 250 KW	$5.65 for Each KW over 250 KW

[4] *Fees above do not include accessory structures associated with project.*

FEE REFUNDS

The Building Official may authorize the refund of any fee paid hereunder, which was erroneously paid or collected. The Building Official may authorize the refund of not more than 80% of the permit fee paid when work has not commenced. The Building Official may authorize the refund of not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid, is withdrawn, or cancelled before any plan review has begun. The Building Official shall not authorize the refund of any fee paid except upon written application filed by the original permit holder no later than 180 days after the date of fee payment. All actual staff and processing fee costs shall be paid in full prior to issuance of any refund and the required microfilm charge shall be retained.

CREDIT CARD TRANSACTION FEE

An additional 3.5% charge shall be added to any fees collected by credit card.

ONE-STOP-SHOP PAYMENT COLLECTION

An additional charge of ~~$5.00~~ **$7.50** per permit application shall be charged when fees are collected by Building Permit Services for any other County Departments, Fire Districts, and/or the State of California Department of Housing and Community Development.

Stanislaus County Building Permit Services Fee Schedule - Effective July 20, 2024

ADDRESSING FEES

	EXISTING	PROPOSED
Addressing Hourly Rate	$ 107.50	$ 111.00
New Address Request - Deposit based on 1/2 hour minimum charge.	$ 53.75	$ 56.00
Address Reassignment - Deposit based on 1/2 hour minimum charge.	$ 53.75	$ 56.00
Address Research - Deposit based on 1/2 hour minimum charge.	$ 53.75	$ 56.00

PHOTOCOPY CHARGES [5]

	EXISTING	PROPOSED
8 1/2" X 11" - First Page	$ 1.00	NO CHANGE
8 1/2" X 11" - Additional Pages (per page cost)	$ 0.25	NO CHANGE
11" x 17" - First Page	$ 1.00	NO CHANGE
11" x 17" - Additional Pages (per page cost)	$ 0.50	NO CHANGE

[5] *Large format plans required to be copied off-site will only be provided electronically via email at no charge.*

STATE FEES REQUIRED TO BE COLLECTED BY THE COUNTY

Strong Motion Instrumentation Program

A fee collected on behalf of the California Department of Conservation in accordance with California Public Resources Code Sections 2705-2709.1 for seismic education and preparation for damage assessments after seismic events. Public Resources Code 2705-2709.1: A fee from each building permit shall be equal to the amount of the proposed building construction (Valuation) for which the building permit is issued. The fee amount shall be assessed in the following way:

Group R occupancies, one to three stories in height, except hotels and motels, shall be assessed at a rate of $13.00 per $100,000.00, but not less than fifty cents.

All other buildings shall be assessed at the rate of $28.00 per $100,000.00 with appropriate fractions thereof, but not less than fifty cents.

For the purpose of this fee, any "Building" is any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

Building Standards Administration Special Revolving Fund

A fee collected on behalf of the California Building Standards Commission in accordance with California Health and Safety Code Sections 18931.6-18931.1, The Green Fee or SB 1473 (Calderon, Chapter 719, Statutes of 2008), for the development, adoption, publication, and updating of green building standards, guidelines, educational efforts, including, but not limited to, training for local building officials associated with green building standards.

A fee of four dollars per $100,000.00 with appropriate fractions thereof, but not less than one dollar shall be assessed on every permit.

California Housing and Community Development (HCD) Manufactured Home Foundation Fee

Per California Health and Safety Code section 18551, this fee is payable to HCD for each transportable section of a manufactured home, mobile home, or commercial modular being placed on a foundation system.

HCD State Fee Per Unit $11.00

Attachment: Ordinance C.S. 1371 (Ord 1371 Adopt and Waive Second Reading)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors

BOARD AGENDA:6.A.4
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1370 to Amend Existing Fees for Planning Services

STAFF RECOMMENDATION:

1. Adopt and waive the second reading of Ordinance C.S. 1370 to amend existing fees for planning services.

ATTACHMENT(S):

1. Ordinance C.S. 1370

ORDINANCE NO. C.S. 1370

AN ORDINANCE TO ADOPT A REVISED FEE SCHEDULE FOR PLANNING SERVICES BY THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. The Board of Supervisors hereby adopts the Department of Planning and Community Development 2024 Fee Schedule for planning services, attached as Exhibit A and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. This ordinance shall be published once before the expiration of 15 days after passage of this ordinance, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California, and the ordinance shall take effect either (a) pursuant to Section 25123 of the Government Code, 30 days after the date of publication, or (b) pursuant to Section 66017 of the Government Code, 60 days following the final action on the adoption of the fees or charges, whichever date occurs last.

Upon motion of Supervisor ________________, seconded by Supervisor ______________________, the foregoing resolution was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, the _____ day of ________________ 2024, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAINING: Supervisors:

____
Mani Grewal
Chairman of the Board of Supervisors,
of the County of Stanislaus,
State of California

//

ORD-58-K-1

ATTEST:

Elizabeth A. King,
Clerk of the Board of Supervisors,
of the County of Stanislaus,
State of California

By: ______________________________
Deputy Clerk of the Board

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

By: ______________________________
Robert J. Taro,
Assistant County Counsel

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES (3)(7)				*Collected by Planning Dept*
FEES	ACTUAL COST/ DEPOSIT (1)	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE (8)(9)(10)(11)		CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	TOTAL APPLICATION FEE (8)(9)(10)(11)
Adult Business Permit	x	$3,000		$50	$21	$3,071			$685	~~$147~~ **$152**	$50	~~$3,953~~ **$3,958**
Agricultural Grievances	x	$3,000	$234	$200	$78	$3,512		$200	$685	$240	$200	$4,837
Alcohol Beverage Control (ABC) License		~~$122~~ **$126**			$1	~~$123~~ **$127**						~~$123~~ **$127**
Airport Land Use Commission (ALUC) - Minor Project Review (5)						**See Note 5 Below**						**See Note 5 Below**
Airport Land Use Commission (ALUC) - Major Project Review (5)						**See Note 5 Below**						**See Note 5 Below**
Airport Land Use Commission (ALUC) - Plan Adoption or Amendment (5)						**See Note 5 Below**						**See Note 5 Below**
Airport Land Use Commission (ALUC) - Appeal of Staff Determination (5)						**See Note 5 Below**						**See Note 5 Below**
Appeal of Planning Commission Decision to Board of Supervisors		~~$1,385~~ **$1,433**			$12	~~$1,397~~ **$1,445**		$200				~~$1,597~~ **$1,645**
Appeal of Staff Determination to Planning Commission		~~$2,153~~ **$2,226**	$234		$12	~~$2,399~~ **$2,472**						~~$2,399~~ **$2,472**
Building/Grading Permit Review (4)		~~$89~~ **$92**		$1.28 /$1,000		~~$89~~ **$92**	plus $1.28/ $1,000					~~$89~~ **$92**
Business License Application (6)		~~$32.55~~ **$34**				~~$32.55~~ **$34**						Collected by Tax Collector
Combination Application (2)						See Note 2 Below						See Note 2 Below
Community Plan Amendment	x	$5,000	$234	$200	$81	$5,515		$200	$685	~~$390~~ **$404**	$200	~~$6,990~~ **$7,004**

EXHIBIT A

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

	PLANNING DEPARTMENT FEE SCHEDULE						NON-PLANNING DEPARTMENT FEES (3)(7)				*Collected by Planning Dept*
FEES	ACTUAL COST/ DEPOSIT (1)	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE (8)(9)(10)(11)	CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	TOTAL APPLICATION FEE (8)(9)(10)(11)
Condition of Approval or Development Standard Modification		~~$2,056~~ **$2,126**	$162		$37	~~$2,255~~ **$2,325**		$274	~~$520~~ **$532**		~~$3,049~~ **$3,131**
Continuance Request for PC		~~$377~~ **$390**	$162			~~$539~~ **$552**					~~$539~~ **$552**
Continuance Request for BOS		~~$374~~ **$387**	$154			~~$528~~ **$541**	$200				~~$728~~ **$741**
Development Agreement (Including Amendments and Renewals)	x	$5,000	$234	$200	$78	$5,512	$400	$685	~~$240~~ **$248**	$200	~~$7,037~~ **$7,045**
Development Plan	x	$5,000	$234	$200	$63	$5,497	$200				$5,697
Environmental Impact Report Separate Fee Charged In Addition To Regular Application Fee	x	Deposit - To be determined based on cost estimate									Deposit - To be determined
Environmental Studies & Peer Reviews **Separate Fee Charged in Addition to Regular Application Fee**	x	Deposit - To be determined based on cost estimate									Deposit - To be determined
Field Inspections & and Site Visits (8) To Verify Conditions Of Approval/Mitigation Measures	x	~~$151~~ **$186**				~~$151~~ **$186**					~~$151~~ **$186**
General Plan Amendment	x	$5,000	$234	$200	$78	$5,512	$200	$685	~~$240~~ **$248**	$200	~~$6,837~~ **$6,845**
Historical Site Review (Staff Approval)		~~$457~~ **$473**		$50	$21	~~$528~~ **$544**		$685	~~$800~~ **$828**	$50	~~$2,063~~ **$2,107**
Historical Site Permit		~~$4,284~~ **$4,429**	$234	$100	$46	~~$4,664~~ **$4,809**		$685	~~$800~~ **$828**	$100	~~$6,249~~ **$6,422**
Landscape Plan Review		~~$89~~ **$92**				~~$89~~ **$92**					~~$89~~ **$92**
Landscape Site Inspection		~~$180~~ **$187**				~~$180~~ **$187**					~~$180~~ **$187**
Minor Lot Line Adjustment In R, C, M, PD, PI, IBP, LI Zones (2)		~~$399~~ **$412**		$50	$14	~~$463~~ **$476**		$274	~~$240~~ **$248**	$50	~~$1,027~~ **$1,048**

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES (3)(7)				*Collected by Planning Dept*
FEES	ACTUAL COST/ DEPOSIT (1)	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE (8)(9)(10)(11)		CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	TOTAL APPLICATION FEE (8)(9)(10)(11)
Minor Lot Line Adjustment In A-2 Zone Without Williamson Act (2)		~~$555~~ **$574**		$50	$27	~~$632~~ **$651**			$274	~~$800~~ **$828**	$50	~~$1,756~~ **$1,803**
Lot Line Adjustment In A-2 Zone With Williamson Act (2)		~~$858~~ **$888**		$50	$33	~~$941~~ **$971**		$50	$274	~~$886~~ **$917**	$50	~~$2,201~~ **$2,262**
Merger		~~$306~~ **$317**			$2	~~$308~~ **$319**						~~$308~~ **$319**
Mine Use Permit/ Reclamation Plan (RP)/ RP Amendment	x	$15,000	$234	$200	$70	$15,504			$274	~~$205~~ **$305**	$200	~~$16,273~~ **$16,283**
Mine Inspections	x	Deposit - To be determined based on cost estimate										Deposit - To be determined
Mine Reinspection	x	Deposit - To be determined based on cost estimate										Deposit - To be determined
Mobile Home Application		~~$306~~ **$317**			$7	~~$313~~ **$324**						~~$313~~ **$324**
Mobile Home Renewal		~~$71~~ **$73**			$1	~~$72~~ **$74**						~~$72~~ **$74**
Mobile Home Renewal - Late Fee		~~$141~~ **$146**			$1	~~$142~~ **$147**						~~$142~~ **$147**
Parcel Maps (R, C, M, LI, IBP, PD, PI Zones)		~~$3,143~~ **$3,249**	$234	$100	$41	~~$3,518~~ **$3,624**	~~plus $30/lot~~		$685	~~$520~~ **$532**	$100	~~$4,823~~ **$4,941**
Parcel Maps (A-2 Zone, Non-Williamson Act And < 4 Parcels + Remainder)		~~$3,753~~ **$3,881**	$234	$100	$43	~~$4,130~~ **$4,258**	~~plus $30/lot~~		$685	~~$520~~ **$532**	$100	~~$5,435~~ **$5,575**
Parcel Maps (A-2 Zone, With Williamson Act Or > 4 Parcels + Remainder)		~~$3,753~~ **$3,881**	$234	$100	$57	~~$4,144~~ **$4,272**	~~plus $30/lot~~		$685	~~$520~~ **$532**	$100	~~$5,449~~ **$5,589**
Parcel Map (Ministerial Review)	x	$1,000				$1,000						$1,000
Permit and Zoning Research (8)	x	~~$151~~ **$186**				~~$151~~ **$186**						~~$151~~ **$186**

Attachment: Ordinance C.S. 1370 (Ord 1370 Adopt and Waive Second Reading)

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES [3][7]				*Collected by Planning Dept*
FEES	ACTUAL COST/ DEPOSIT [1]	PLANNING	PLAN. COMM. CLERK	GEN PLAN MAINT	GIS MAINT	TOTAL PLANNING FEE [8][9][10][11]		CLERK OF THE BOARD	DER	PUBLIC WORKS (PW)	PW FLOOD PLAIN ADMIN	TOTAL APPLICATION FEE [8][9][10][11]
Recirculation of Mitigated Negative Declaration	x	$3,000	$234			$3,234			$274	~~$240~~ **$248**		~~$3,748~~ **$3,756**
Rezone	x	$10,000	$234	$200	$78	$10,512		$525	$685	~~$240~~ **$248**	$200	~~$12,162~~ **$12,170**
SMARA Determination	x	$1,000		$50	$16	$1,066					$50	$1,116
Specific Plans	x	$20,000	$234	$200	$81	$20,515		$200	$685	~~$390~~ **$404**	$200	~~$21,990~~ **$22,004**
Staff Approval Permit - With Referral		~~$592~~ **$612**		$50	$16	~~$658~~ **$678**			$274	~~$180~~ **$186**	$50	~~$1,162~~ **$1,188**
Staff Approval Permit - Without Referral & Single-Family Residence In Ag Zone		~~$322~~ **$333**		$20	$7	~~$349~~ **$360**					$20	~~$369~~ **$380**
Street Name Change	x	$500	$162		$11	$673				~~$75~~ **$78**		~~$748~~ **$751**
Subdivision Ordinance Exception		~~$3,539~~ **$3,660**	$234	$100	$55	~~$3,928~~ **$4,049**			$685	~~$221~~ **$229**	$100	~~$4,934~~ **$5,063**
Tentative Subdivision Map	x	$6,500	$234	$200	$89	$7,023	~~plus $30/lot~~		$1,096[3]	~~$635~~ **$657**	$200	~~$8,954~~ **$8,976**
Time Extensions		~~$2,056~~ **$2,126**	$162		$10	~~$2,228~~ **$2,298**						~~$2,228~~ **$2,298**
Use Permit - Agricultural - All Tiers		~~$3,865~~ **$3,997**	$234	$100	$55	~~$4,254~~ **$4,386**			$685	~~$520~~ **$532**	$100	~~$5,559~~ **$5,703**
Use Permit - Non-Agriculture Zones		~~$3,865~~ **$3,997**	$234	$100	$45	~~$4,244~~ **$4,376**			$685	~~$520~~ **$532**	$100	~~$5,549~~ **$5,693**
Use Permit - Requiring Board Of Supervisors Approval		~~$4,529~~ **$4,683**	$234	$200	$63	~~$5,026~~ **$5,180**		$200	$685	~~$520~~ **$532**	$200	~~$6,631~~ **$6,797**
Verification Letter - Single SFD		~~$138~~ **$143**			$1	~~$139~~ **$144**						~~$139~~ **$144**

Attachment: Ordinance C.S. 1370 (Ord 1370 Adopt and Waive Second Reading)

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

	PLANNING DEPARTMENT FEE SCHEDULE							NON-PLANNING DEPARTMENT FEES (3)(7)				*Collected by Planning Dept*
FEES	**ACTUAL COST/ DEPOSIT (1)**	**PLANNING**	**PLAN. COMM. CLERK**	**GEN PLAN MAINT**	**GIS MAINT**	**TOTAL PLANNING FEE (8)(9)(10)(11)**		**CLERK OF THE BOARD**	**DER**	**PUBLIC WORKS (PW)**	**PW FLOOD PLAIN ADMIN**	**TOTAL APPLICATION FEE (8)(9)(10)(11)**
Verification Letter - All Other Uses		~~$227~~ **$235**			$3	~~$230~~ **$238**						~~$230~~ **$238**
Waiver - Noise Control	x	$3,000	$234		$12	$3,246						$3,246
Williamson Act Contract		~~$502~~ **$519**			$4	~~$506~~ **$523**		$60		~~$147~~ **$152**		~~$713~~ **$735**
Williamson Act Notice of Non-Renewal		~~$162~~ **$167**			$2	~~$164~~ **$169**						~~$164~~ **$169**
Williamson Act Cancellation (2)		~~$1,078~~ **$1,115**		$200	$28	~~$1,306~~ **$1,343**		$525			$200	~~$2,031~~ **$2,068**
Zoning Ordinance Text Amendment	x	$5,000	$234	$200	$68	$5,502		$525	$685	~~$240~~ **$248**	$200	~~$7,152~~ **$7,160**
Zoning Ordinance Variance		~~$3,539~~ **$3,660**	$234	$100	$55	~~$3,928~~ **$4,049**			$685	~~$200~~ **$207**	$100	~~$4,913~~ **$5,041**

(1) Planning Department Fees described above that require a deposit and are charged at "actual cost" have a minimum charge associated with them. The deposit required is the minimum charge and, **with some limited exception**, is non-refundable*. ~~This DOES NOT include any necessary consultant costs for environmental review, specialized studies, financial consulting or any other expert consulting services potentially needed by the County for processing these applications.~~ Monthly draws against the deposit will be made based on staff time and materials needed to process the applications. Staff costs and expenses will be billed at fully burdened weighted labor rates at the time of services rendered. All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at actual cost, including labor charged at the weighted labor rate.

Invoices will be calculated on a quarterly basis and forwarded to the applicant for balance of payment. If the deposit reaches 20% of the initial deposit or less, the Applicant will be asked to make a subsequent deposit in an amount dependent upon the amount of work left to complete on processing. Applicants will be expected to pay the subsequent deposit within 30 days of invoice date. In the event that the account is not paid within 30 days of the invoice date, processing will be suspended until such time that payment is made. Any remainder will be used to reconcile the final bill. If there is a balance remaining after reconciling the final bill, a refund check will be mailed to applicant. Public hearings will not be scheduled until payment in full is received.

* Fees may be refunded if the Planning Director~~, or his appointed designee,~~ determines extraordinary circumstance warranting a refund exists.

Stanislaus County Planning Services Fee Schedule - Effective July 20, 2024

(2) Applications for two or more actions (e.g., Tentative Map and Exception) will be charged the highest application fee, except applications for a Lot Line Adjustment or Williamson Act Cancelation**. ~~See Exceptions note below.~~ For those applications for two or more actions that include an action that is charged at "actual cost" (e.g., General Plan Amendment, Rezone, & Parcel Map) they will be charged the highest deposit amount as a minimum charge and deposit; this deposit is non-refundable.* All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at actual cost, including staff costs to be billed at weighted labor rate per note (1).

Exceptions: If a Lot Line Adjustment is included in a Combination Application, an additional ~~$695 will be required beyond the set~~ fee or deposit amount ~~in order to obtain a fee~~ for a "Certificate of Compliance", as adopted ~~in County from~~ **for Public Works ~~fee schedule~~, shall be collected. Applications for a Williamson Act Cancelation shall pay a separate fee for the cancelation except when combined with an "actual cost" action.

(3) Department of Environmental Resources (DER) and Public Works **fees** ~~charges for Tentative Map review reflect a minimum charge of eight hours at a weighted labor rate of $137.00 per hour. Additional time required for Tentative Map review will be charged at the same hourly rate~~ are set by **separate** fee schedules adopted for each of the departments and, **as reflected on this fee schedule** may be minimum charges ~~subject to additional charges~~. Fees for DER and Public Works shall only apply when processing of the applications(s) requires referral to and/or action by the respective departments.

(4) A General Plan Maintenance Fee will be charged for every Building Permit of $1.28 per $1,000 of improvement valuation. This fee will be collected with other Building Permit fees and will be calculated based on the total valuation of the improvement as determined through the normal Building Permit process.

(5) If your project falls within an Airport Planning Boundary, a separate application and fee will be required for the Airport Land Use Commission (ALUC). ~~You~~ **Applicants** will be required to contact the ALUC and submit an application for review. ~~For information purposes only:~~ Projects are identified by the ALUC as either "Major" or "Minor" and the ALUC has adopted the following project review fees as of November 2005: Major: $1,200, Minor: $225. An amendment to the ALUC Plan will be charged as "actual cost" with a deposit and minimum charge the same as a General Plan Amendment **as reflected on the current Planning Fee Schedule** and **appeal of a staff decision will be charged as the same as** appeal of a staff determination as reflected on the current Planning Fee Schedule. Applicants should check with the ALUC to verify application costs.

(6) ~~Department of Public Works charges for Condition of Approval or Development Standards Modifications, Parcel Maps, and Use Permits reflect a minimum charge of $520 $532. Additional time required for these request will be charged at $145 $152 per hour for construction engineering services or $145 $152 per hour for plan checking/engineering services.~~ **Business License application fees on this fee schedule reflect only the Planning Department's portion of the fees charged for licenses by the County's Treasurer Tax Collector. Applicants should check with the Treasurer Tax Collector to verify application costs.**

~~(7) Fees for the Department of Public Works and the Department of Environmental Resources shall only apply when processing of the application(s) require referral to and/or action by the respective departments.~~

(7) ~~(8)~~ A 1% Administrative Cost Recovery Fee will be charged to Public Works, Department of Environmental Resources, and Clerk of the Board for fees collected during the Land Use Application process.

(8)~~(9)~~ Deposit reflects a two hour minimum charge calculated annually based on the July 1st, **2024** average weighted labor rate of planner staff (assistant/associate/senior/deputy director) assigned to performing the work. Actual cost for field inspections/site visits shall include mileage.

(9) ~~(10)~~ Any application which has been inactive for one year or more will be recharged current applicable fees, unless it is determined by the Director that the work performed under the original fee will not need to be revised and/or updated.

(10) ~~(11)~~ Any application submitted to legalize or correct for a violation of Stanislaus County Code shall be charged actual cost with a deposit amount equal to the adopted application fee.

(11) ~~(12)~~ An additional 3.5% charge will be added to any fee collected by credit card.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors

BOARD AGENDA:6.A.5
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1368 to Amend Existing Fees for the Department of Public Works

STAFF RECOMMENDATION:

1. Adopt and waive the second reading of Ordinance C.S. 1368 to amend existing fees for the Department of Public Works.

ATTACHMENT(S):

1. Ordinance C.S. 1368

ORDINANCE NO. C.S. 1368

AN ORDINANCE AMENDING EXISTING FEES COLLECTED BY THE, DEPARTMENT OF PUBLIC WORKS

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS ORDAINS AS FOLLOWS:

Section 1. Fees to be collected by the Department of Public Works are amended as set forth in the Department of Public Works Fee Schedule attached hereto as Attachment 1 and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. This ordinance shall take effect 30 days from and after the date of its passage and before the expiration of (15) days after its passage, it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor____________________, seconded by Supervisor ____________________, the forgoing ordinance as passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this_______day of ________, 2024, by the following called vote.

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAIN: Supervisors:

____

Mani Grewal
Chairman of the Board of Supervisors
of the County of Stanislaus, State of California

ORD-58-J-1

ATTEST:
Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By__________________________________
Deputy

APPROVED AS TO FORM:
Thomas E. Boze
COUNTY COUNSEL

By Thomas E. Boze for
Donya Nunes
Deputy County Counsel

ATTACHMENT 1

STANISLAUS COUNTY
2024 DEPARTMENT OF PUBLIC WORKS FEE SCHEDULE
(EFFECTIVE JULY 1, 2024)

1716 Morgan Road, Modesto, CA 95358
Phone: (209) 525-4130 / Fax: (209) 541-2505 / Email: pwpermits@stancounty.com
www.stancounty.com/publicworks

The Board of Supervisors has revised the fee schedule for various functions provided by the Department of Public Works. Effective July 1, 2024 the new fee schedule is as follows:

Fee Description		Existing Fee	Proposed Fee	Unit
Excavation Permits *California Street & Highways 1464; CCR, Division 2, Chapter 5.5, Article 2*				
Permit (includes $5 ea. FPA & GIS, $21 stormwater)		$ 126	$ **130**	Each
Inspection per 500 ft of trench in unpaved area		$ 110	$ **114**	Per 500/lf
Inspection per 250 ft of trench in paved area		$ 130	$ **135**	Per 250/lf
Encroachment Permits-Driveway construction		$ 130	$ **135**	Each
Utility (trench) cut fee per sq-ft area	(1)	$ 10	$ **10.35**	Per sq-ft
Pipeline Maintenance Agreement		$ 385	$ **398**	Each

Construction Permits - Street Improvements *California Street & Highways 1464*		Existing Fee	Proposed Fee	Unit
Permit (includes $5 ea. FPA & GIS, $21 stormwater)		$ 100	$ **104**	Each
Curb & Gutter per 250 lineal feet		$ 110	$ **114**	Per 250/lf
Sidewalks per 250 lineal feet		$ 110	$ **114**	Per 250/lf
Matching Pavement per 250 lineal feet		$ 110	$ **114**	Per 250/lf
Drywell Inspection		$ 218	$ **226**	Each
Reinspections (hourly rate)		$ 172	$ **178**	Per hour
General Construction Inspection at hourly rate	(2)	$ 110	$ **114**	Per hour
Improvement Plan Checking	(2)	$ 146	$ **151**	Per hour
Erosion and Sediment Control Plan (ESCP) - Plan Review		$ 110	$ **114**	Per hour
Erosion and Sediment Control (ESCP) - Field Inspection		$ 110	$ **114**	Per hour

Road Use Permit *California Street & Highways 982; CCR, Division 2, Chapter 2*		Existing Fee	Proposed Fee	Unit
Road Closure Fee		$ 500	$ **518**	Per 1,000 ADT per day
Parade Permit		$ 55	$ 55	Each
Traffic Delay Notification		$ 100	$ **104**	Each
Transportation Permit				
Annual		$ 90	$ 90	Each
Daily		$ 16	$ 16	Each

Land Survey *Subdivision Map Act 66451.2, Chapter 3, Article 1*		Existing Fee	Proposed Fee	Unit
Subdivision Map Processing (per map)	(3)	$ 1,605	$ **1,661**	Each
Plus additional per lot and block		$ 12	$ 12	Per Lot & Block
Parcel Map Processing (per map)	(3)	$ 1,605	$ **1,661**	Each
Plus additional per parcel		$ 12	$ 12	Per Parcel
Record of Survey Map Processing (per request-up to 4 sheets)	(3)(4)	$ 810	$ 810	Each
Plus additional per sheet > 4 sheets		$ 108	$ 108	Per sheet
Certificate of Compliance Processing (per request)	(7)	$ 800	$ **828**	**Min. Deposit - Actual Cost**
~~Plus additional per parcel~~		$ 22	$ -	~~Per Parcel~~
Road Abandonment Processing (per request)	(7)	$ 1,870	$ **1,936**	**Min. Deposit - Actual Cost**
Corner Records	(5)	$ 20	$ 20	Each

Notes:

(1) Excavation Permit Exceptions: pavements not maintained by County; excavations performed at request of County; excavations in pavements scheduled for resurfacing within 2 years.

(2) Construction Permits & Street Improvements: Actual inspection time to be charged against a deposit of 10% of Engineer's estimate of total project cost.

(3) All projects (Parcel, Subdivision and Survey Maps) sitting dormant for 3 years or more will be recharged current applicable fees for re-evaluation of plans.

(4) For Record of Survey Maps, add $108 per each additional sheet if more than 4 sheets.

(5) Fees for Corner Records are limited to the Clerk-Recorder's cost to record a 2-page document.

(6) All Lot Line Adjustment Fees to be collected by Stanislaus County Planning Department.

(7) Fees described above that require a deposit and are charged at "actual cost" have a minimum charge associated with them. The deposit required is the minimum charge and is non-refundable.* This DOES NOT include any necessary consultant costs for environmental review, specialized studies, financial consulting or any other expert consulting services potentially needed by the County for processing these applications. Monthly draws against the deposit will be made based on staff time and materials needed to process the applications. Staff costs and expenses will be billed at fully burdened weighted labor rates at the time of services rendered. All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at actual cost, including labor charged at the weighted labor rate. Invoices will be calculated on a quarterly basis and forwarded to the applicant for balance of payment. If the deposit reaches 25% of the initial deposit or less, the Applicant will be asked to make a subsequent deposit in an amount dependent upon the amount of work left to complete on processing. Applicants will be expected to pay the subsequent deposit within 30 days of invoice date. In the event that the account is not paid within 30 days of the invoice date, processing will be suspended until such time that payment is made. Any remainder will be used to reconcile the final bill. If there is a balance remaining after reconciling the final bill, a refund check will be mailed to applicant. Public hearings will not be scheduled until payment in full is received.

ATTACHMENT 1 (Continued)

Fees Collected by Planning (10)

Fee Description		Public Works Existing Fee	Public Works Proposed Fee	Flood Plain Administration Existing Fee	Flood Plain Administration Proposed Fee	Unit
Development Permits						
Adult Business Permit		$ 147	**$ 152**	$ 50	$ 50	Each
Ag Grievances	(8)	$ 240	$ 240	$ 200	$ 200	**Min. Deposit - Actual Cost**
Community Plan Amendment	(8)	$ 390	**$ 404**	$ 200	$ 200	**Min. Deposit - Actual Cost**
Condition of Approval or Development Standard Modification	(8)	$ 520	**$ 532**	$ -	$ -	**Min. Deposit - Actual Cost**
Development Agreement	(8)	$ 240	**$ 248**	$ 200	$ 200	**Min. Deposit - Actual Cost**
General Plan Amendment	(8)	$ 240	**$ 248**	$ 200	$ 200	**Min. Deposit - Actual Cost**
Historical Site Review (Staff Approval)		$ 800	**$ 828**	$ 50	$ 50	Each
Historical Site Permit (@site /Planning Commission)		$ 800	**$ 828**	$ 100	$ 100	Each
Lot Line Adjustment in A-2 Zone With Williamson Act		$ 886	**$ 917**	$ 50	$ 50	Each
Minor Lot Line Adjustment in R, C, M, PD, PI , IBP LI Zones		$ 240	**$ 248**	$ 50	$ 50	Each
Minor Lot Line Adjustment in A-2 Zone Without Williamson Act		$ 800	**$ 828**	$ 50	$ 50	Each
Mine Use Permit/Reclamation Plan (RP)/RP Amendment	(8)	$ 295	**$ 305**	$ 200	$ 200	**Min. Deposit - Actual Cost**
Parcel Maps (R, C, M, LI, IBP, PD, PI Zones)	(8)	$ 520	**$ 532**	$ 100	$ 100	**Min. Deposit - Actual Cost**
Parcel Maps (A-2 Zone non-Williamson Act and < 4 parcels + remainder)	(8)	$ 520	**$ 532**	$ 100	$ 100	**Min. Deposit - Actual Cost**
Parcel Maps (A-2 Zone with Williamson Act or > 4 parcels + remainder	(8)	$ 520	**$ 532**	$ 100	$ 100	**Min. Deposit - Actual Cost**
Recirculation of Mitigated Negative Declaration	(8)	$ 240	**$ 248**	$ -	$ -	**Min. Deposit - Actual Cost**
Rezone	(8)	$ 240	**$ 248**	$ 200	$ 200	**Min. Deposit - Actual Cost**
SMARA Determination		$ -	$ -	$ 50	$ 50	**Min. Deposit - Actual Cost**
Specific Plans	(8)	$ 390	**$ 404**	$ 200	$ 200	**Min. Deposit - Actual Cost**
Staff Approval Permit-with referral		$ 180	**$ 186**	$ 50	$ 50	Each
Staff Approval Permit-without referral & Single-Family Residence in Ag Zone		$ -	$ -	$ 20	$ 20	**Each**
Street Name Change		$ 75	**$ 78**	$ -	$ -	Each
Subdivision Ordinance Exception		$ 221	**$ 229**	$ 100	$ 100	Each
Tentative Subdivision Map	(8)	$ 635	**$ 657**	$ 200	$ 200	**Min. Deposit - Actual Cost**
Use Permit - Agricultural-All Tiers	(8)	$ 520	**$ 532**	$ 100	$ 100	**Min. Deposit - Actual Cost**
Use Permit - Non-agricultural zones	(8)	$ 520	**$ 532**	$ 100	$ 100	**Min. Deposit - Actual Cost**
Use Permit - Required Board of Supervisors Approval		$ 520	**$ 532**	$ 200	$ 200	**Min. Deposit - Actual Cost**
Williamson Act Contract		$ 147	**$ 152**	$ -	$ -	Each
Williamson Act Contract Cancellation		$ -	$ -	$ 200	$ 200	**Each**
Zoning Ordinance Amendment		$ 240	**$ 248**	$ 200	$ 200	Each
Zoning Ordinance Variance		$ 200	**$ 207**	$ 100	$ 100	Each

Fee Description		Public Works Existing Fee	Public Works Proposed Fee	Flood Plain Administration Existing Fee	Flood Plain Administration Proposed Fee	Unit
Construction Permits						
Building Permit - Application Processing Fee		$ 147	**$ 76**		**$ 29**	Each
Building Permit - Erosion and Sediment Control Plan (ESCP) - Plan Review		$ 110	**$ 114**		**$ 114**	Per Hour
Building Permit - ESCP - Field Inspection		$ 110	**$ 114**		**$ 114**	Per Hour
Grading Permit - Application Processing Fee		$ 75	**$ 76**			Each
Building/Grading Permit - Plan Check		$ 147	**$ 152**		**$ 114**	Per Hour
Building/Grading Permit - Field Inspection		$ 110	**$ 114**		**$ 114**	Per Hour
Grading Permit - NPDES Risk Level 1	(9)	$ 520	**$ 538**			**Min. Deposit - Actual Cost**
Grading Permit - NPDES Risk Level 2	(9)	$ 780	**$ 807**			**Min. Deposit - Actual Cost**
Grading Permit - NPDES Risk Level 3	(9)	$ 985	**$ 1,020**			**Min. Deposit - Actual Cost**

Notes:

(8) Fees described above that require a deposit and are charged at "actual cost" have a minimum charge associated with them. The deposit required is the minimum charge and is non-refundable.

*Fees may be refunded if the Director, or their appointed designee, determines extraordinary circumstance warranting a refund exists.

This DOES NOT include any necessary consultant costs for environmental review, specialized studies, financial consulting or any other expert consulting services potentially needed by the County for processing these applications. Staff costs and expenses will be billed at fully burdened weighted labor rates at the time of services rendered. All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at actual cost, including labor charged at the weighted labor rate.

Refer to the Planning Department Fee Schedule for additional details regarding billing administration.

(9) Fees described above that require a deposit and are charged at "actual cost". Staff costs and expenses will be billed at fully burdened weighted labor rates at the time of services rendered. Any deposit balance remaining at the completion of the project will be reimbursed to the applicant. If the deposit reaches 25% of the original deposit or less, the Applicant may be asked to make an additional deposit if staff believes that funds will not cover the remaining staff time to complete work.

(10) Fees shall only apply when process of the application(s) require referral to and/or action by the Department of Public Works

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors

BOARD AGENDA:6.A.6
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1375 to Amend Existing Fees Collected by the Treasurer-Tax Collector Department

STAFF RECOMMENDATION:

1. Adopt and waive the second reading of Ordinance C.S. 1375 to amend existing fees collected by the Treasurer-Tax Collector Department.

ATTACHMENT(S):

1. Ordinance C.S. 1375

ORDINANCE NO. C.S. 1375

AN ORDINANCE REPEALING AND REPLACING STANISLAUS COUNTY CODE, TITLE 6 CHAPTER 6.16, CHAPTER 6.36, CHAPTER 6.44, CHAPTER 6.56, AND CHAPTER 6.74 RELATING TO BUSINESS LICENSES AND REGULATIONS

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. Stanislaus County Code, Title 6 Chapter 6.16, Chapter 6.36, Chapter 6.44, Chapter 6.56, and Chapter 6.74 relating to Business Licenses and Regulations are repealed in their entirety and replaced with Attachment 1, incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. Fees to be collected by the Department of Treasurer-Tax Collector are adopted and amended or eliminated as set forth in the Department of Treasurer-Tax Collector Fee Schedule attached hereto as Attachment 2, and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 3. This ordinance shall take effect sixty (60) days from and after the date of its passage and before the expiration of fifteen (15) days after its passage it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor ________________, seconded by Supervisor _______________,the foregoing resolution was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this__________ day of __________, 2024, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAIN: Supervisors:

Mani Grewal
Chairman of the Board of Supervisors of
the County of Stanislaus, State of California

ATTEST:

Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By ______________________________
Deputy Clerk

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By ______________________________
Shaun Wahid
Chief Deputy County Counsel

ATTACHMENT 1 TO "AN ORDINANCE REPEALING AND REPLACING STANISLAUS COUNTY CODE, TITLE 6 CHAPTER 6.16, CHAPTER 6.36, CHAPTER 6.44, CHAPTER 6.56, AND CHAPTER 6.74 RELATING TO BUSINESS LICENSES AND REGULATIONS"

CHAPTER 6.16 – CIRCUSES AND CARNIVALS

§ 6.16.010 Definitions.

For purposes of this chapter, the words "circus" and "carnival" are defined as follows:

A. Carnival. A "carnival" is a traveling or itinerant commercial amusement enterprise consisting of sideshows, vaudeville, games, merry-go-rounds or other mechanical amusement devices temporarily located within the county. However, a carnival shall not be construed to include or mean a festival or amusement enterprise set up and conducted by any permanent religious, charitable or nonprofit organization of the county upon real property owned by such organization and conducted within an area of twenty thousand square feet, or less.

B. Circus. A "circus" is a traveling or itinerant commercial amusement enterprise utilizing an enclosure of any kind, but usually circular or rectangular, partially surrounded by seats, used for exhibitions of horsemanship, acrobatic performances, acts of clowns, feats of animal training or the like, temporarily located within the county.

(Prior code §7-60)

§ 6.16.020 License—Required.

It is unlawful for any person, firm or corporation, either as principal, agent or employee, to open, carry on or operate in the unincorporated area of the county, any circus or carnival without first obtaining from the county a license so to do.

(Prior code §7-61)

§ 6.16.030 License—Application—Contents.

A. Before the license is issued, the applicant shall make a written application upon a form provided by the treasurer-tax collector. The application, together with all license fees required under this chapter, shall be submitted to the treasurer-tax collector at least ten days (except as hereinafter provided) prior to the opening date of the circus or carnival and shall contain the following:

1. The name under which it shall be operated;
2. The name and permanent address of the owner;
3. A certificate of adequate public liability and property damage insurance in an amount as set by the board of supervisors by resolution;
4. A certificate of adequate workers' compensation insurance;
5. The address of the proposed operation, including a legal description of the property on which the proposed operation will be located, together with a drawing showing the geographical limits of all uses, including entrances, exits and public parking spaces which will be made available for customers and viewers;
6. A description of rest room facilities available; and

7. The dates of operation, including daily opening and closing times.

B. If, within the discretion of the chief executive officer, a hardship will be imposed by requiring the applicant to submit the application ten days or more prior to the opening date, such an application may be received and processed under this chapter during a shorter period of time; provided, however, a penalty of fifty percent of the first day's license fee shall be charged in addition to all other fees provided in this chapter.

(Prior code §7-62)

§ 6.16.040 License—Application—Investigation.

The treasurer-tax collector shall refer the application to the chief executive officer who shall be responsible for authorizing or refusing the issuance of a license by the treasurer-tax collector. The chief executive officer shall first refer the application to the sheriff, fire warden, health officer, director of planning, director of public works and such other agencies as he may deem appropriate. Such agencies shall advise the chief executive officer as to whether or not the business for which the application is submitted complies with and conforms to all applicable laws, ordinances, health and fire regulations.

(Prior code §7-63)

§ 6.16.050 License—Denial appeal.

In the event that the chief executive officer refuses authorization for a license, the applicant may file a written notice of appeal within ten days after notice of refusal, to the board of supervisors, which shall conduct a hearing thereon at its next regular meeting and at which time it may grant or deny the license for which application is made.

(Prior code §7-64)

§ 6.16.060 License—Revocation.

The license provided for in this chapter shall be granted and accepted with the express understanding and agreement that the chief executive officer may revoke the license at any time if he determines that it was obtained by false or fraudulent representations, or if he determines that the circus or carnival is conducted in an unlawful manner, or that it is detrimental to the social peace or public morals of the community. The revocation shall be in letter form and delivered either in person or by certified mail. Provided further, that the holder of any license which is revoked may appeal within ten days after notice of revocation, to the board of supervisors which shall conduct a hearing on the revocation within thirty days. In this connection, it is the express intention of this chapter that the sole responsibility for the operation of any circus or carnival for which a license is issued under this chapter shall be upon the licensee, and regardless of whether or not such operations are carried out by his agents, servants, employees or others, with or without his knowledge. The board of supervisors shall be the judge of the sufficiency of the causes for revocation, and the decision of the board thereon shall be final and conclusive. In the event of a revocation for a violation of this chapter and notification by the chief executive officer, it shall be the duty of the sheriff, and he is authorized and empowered, to immediately close the carnival or circus and to eject all participants therein from the premises.

(Prior code §7-65)

§ 6.16.070 Zoning district location.

It is unlawful to conduct a circus or carnival in any area other than one which has been zoned as M (industrial district), C-2 (commercial) or A-2 (agricultural) in accordance with Title 21 of this code.
(Prior code §7-66)

§ 6.16.080 License—Fee.

Managers or owners of every circus or carnival shall pay a license fee, set by the board of supervisors, per calendar day, for each day, or portion of a day, the circus or carnival is to operate in the county, which sum shall be paid to the treasurer-tax collector of the county at the time of making application for the issuance of a license. The license fee shall be refunded in full to the applicant if the license is denied. Provided, however, should an application be withdrawn prior to action thereon, a processing fee of fifty dollars shall be charged.
(Prior code §7-67)

§ 6.16.090 Deposit.

In addition to the fees provided in Section 6.16.080, each circus or carnival shall post a cash deposit of two hundred dollars at the time of the application for the purpose of insuring that the premises on which the operations are to be conducted are left in a clean and sanitary condition upon conclusion thereof. The deposit shall be returned to the person depositing it after the health officer has duly inspected the vacated site and certified to the treasurer-tax collector as to its cleanliness. If, in the opinion of the health officer, the premises are not in a clean and sanitary condition, he shall take such steps as he deems necessary to clean the premises, including the employment of persons and equipment for such purposes. The cost of the cleaning shall be paid out of the moneys deposited at the time of the application. Any surplus of funds deposited shall be returned to the person depositing them.
(Prior code §7-68)

CHAPTER 6.36 – MASSAGE ESTABLISHMENTS AND SCHOOLS

§ 6.36.010 Purpose.

The purpose and intent of the board of supervisors in enacting this chapter is to protect the health, welfare, safety, and interest of the public and of patrons of establishments regulated in this chapter by requiring the licensing and regulation of the establishments, services, and persons defined in this chapter, by providing minimum building, health, and sanitation standards for such establishments, and by requiring minimum qualifications for persons performing such services.
(Prior code §7-170)

§ 6.36.020 Definitions.

For the purpose of this chapter the following words and phrases shall have the meanings respectively ascribed to them by this section:

A. "Applicant" means a person who is required to file an application for a permit under this chapter, including a masseur, masseuse, instructor, trainee, individual owner, managing partner, managing officer of a corporation, or any other operator, manager or employee of a massage establishment or school of massage.

B. "Baths" means the giving or furnishing of Russian, Finnish, Swedish, hot air, vapor, electric cabinet, steam, mineral, sweat, salt, Japanese, sauna, fomentation or electric baths or baths of any kind whatever, excluding ordinary tub baths or showers where an attendant is not required.

C. "Bona fide nonprofit organization" means any fraternal, charitable, religious, benevolent, or any other nonprofit organization having a regular membership association primarily for mutual, social, mental, political, and civic welfare to which admission is limited to the members and guests and revenue accruing therefrom is to be used exclusively for the purposes of said organization, and which organization or agency is exempt from taxation, under the Internal Revenue Laws of the United States, as a bona fide fraternal, charitable, religious, benevolent, or other nonprofit organization and in which any massage or bath services provided are incidental to its primary operation.

D. "Health officer" means the health officer of the county or his duly authorized agent.

E. "Instructor" means a person employed by a school of massage for the purpose of teaching and/or demonstrating courses in said school.

F. "Massage" means any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of a human body with the use of the hands, arms, or other portion of another human body, with or without the aid of any mechanical or electrical apparatus or appliances and with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations commonly used on the human body. Massage shall also include the giving of any baths as listed under subsection B of this section.

G. "Massage establishment" means any establishment having a fixed place of business where any person, firm, association, or corporation engages in, or carries on, or permits to be engaged in or carried on any of the activities mentioned in subsections B or F of this section. Any establishment engaged in or carrying on, or permitting any combination of massage and bath shall also be deemed a massage establishment.

H. "Masseur or masseuse" means any person who, for any consideration whatsoever, engages in the practice of massage as defined in this section unless otherwise excepted.

I. "Out call massage" means the engaging in or carrying on massage for a fee not at a massage establishment or school of massage, but at a location designated by the customer or client, by any permittee or by any other party.

J. "Person" means any individual, partnership, copartnership, firm, association, joint stock company, corporation, or combination of the above in whatever form or character.

K. "School of massage" means any school or institution of learning which has for its purpose the teaching of the theory, method, profession, or work of massage, which school requires a resident course of study not less than one hundred eighty class hours to be given in not less than three calendar months before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning, and which school has been approved pursuant to Section 94311 of the Education Code of the state.

L. "Trainee" means a person accepted for enrollment in a course of study leading to a degree or certificate of graduation from a school of massage in the county.

(Prior code §7-171)

§ 6.36.030 Permit—Required.

A. It is unlawful for any person to engage in, conduct, or carry on, or to permit to be engaged in, conducted, or carried on, in or upon any premises in the county, the operation of a massage establishment or a school of massage without first having obtained a permit from the county as required in this chapter.

B. It is unlawful for any person to act as a masseur, masseuse, instructor, trainee, or to take any other position of employment with a massage establishment or school of massage in the county without first having obtained a permit from the county as required in this chapter.

C. It is unlawful for any person engaged in, conducting or carrying on the operation of massage establishment to operate or use the same premises, location, or facilities as a school of massage.

D. It is unlawful for any person engaged in, conducting, or carrying on the operation of a school of massage to operate or use the premises, location, or facilities as a massage establishment.

(Prior code §7-172)

§ 6.36.040 Permit—Fees.

A. Every person who proposes to maintain, operate, or conduct a massage establishment or a school of massage in the county shall file an application with the treasurer-tax collector upon a form provided by the county, and shall pay a filing fee, set by the board of supervisors, which shall not be refundable.

B. Every person who proposes to be employed by a massage establishment or a school of massage, every person who proposes to engage in the practice of massage, and every person who proposes to be an instructor or trainee in a school of massage shall file an application with the treasurer-tax collector upon a form provided by the county and shall pay a filing fee, set by the board of supervisors, which shall not be refundable.

C. A permit when issued shall state whether it is for a massage establishment, for a school of massage, for a masseur or masseuse, for a massage establishment or school of massage employee who is not authorized to perform a massage, or for an instructor or trainee in a school of massage.

(Prior code §7-173)

§ 6.36.050 Permit—Application—Contents.

Every application submitted to the treasurer-tax collector shall include the following information:

A. The type of permit applied for;

B. The name, including all aliases, by which the applicant is or has ever been known;
C. The applicant's present residence address and the residence addresses and dates thereof for the three years immediately preceding the date of the application;
D. Written proof that the applicant is at least eighteen years of age;
E. The applicant's height, weight, color of eyes and hair;
F. Two portrait photographs of the applicant at least two inches by two inches;
G. The business, occupation, or employment of the applicant for the three years immediately preceding the date of application;
H. The applicant's social security number and driver's license number, if any;
I. The massage or similar business license or permit history of the applicant including:
   1. Whether the person has previously operated in this or other city, county or state under license or permit,
   2. Whether the person has had such license or permit revoked or suspended and the reason therefor,
   3. The business activity or occupation of the person subsequent to such action of suspension or revocation;
J. Whether the applicant has ever been convicted of:
   1. An offense involving conduct which requires registration pursuant to Section 290 of the Penal Code,
   2. An offense involving the use of force and violence upon the person of another that amounts to a felony,
   3. An offense involving sexual misconduct with children,
   4. An offense involving theft of property,
   5. An offense as defined in California Penal Code Sections 311, 315, 316, 318, 266, 266a, 266b, 266d, 266e, 266f, 266g, 266h, 266i, 647 subdivision (a), 647 subdivision (b), 647 subdivision (d), or 647a,
   6. Conspiracy to commit or an attempt to commit any of the aforesaid offenses,
   7. The equivalent of any of the aforesaid offenses in a jurisdiction outside the state;
K. Whether the person is or has ever been licensed or registered as a prostitute, or otherwise authorized by the laws of any other jurisdiction to engage in prostitution in such other jurisdiction. If any person mentioned in this subsection has ever been licensed or registered as a prostitute, or otherwise authorized by the laws of any other state to engage in prostitution, a statement must be made giving the place of such registration, licensing or legal authorization, and the inclusive dates during which such person was so licensed, registered, or authorized to engage in prostitution;
L. Whether the applicant, including a corporation or partnership, or a former employer of the applicant while so employed, or a building in which the applicant was so employed or a business conducted, was ever subjected to an abatement proceeding under California Penal Code Sections 11225 through 11235 or any similar provisions of law in a jurisdiction outside the state;
M. The location at which the permittee is to be employed;

N. Such other identification and information necessary to disclose the truth of matters hereinbefore specified as required to be set forth in the application.

(Prior code §7-174(a))

§ 6.36.060 Permit—Application—Health certificate.

Every application for a permit to be a masseur, masseuse, instructor or trainee shall also be accompanied by a certificate from a physician licensed to practice medicine in the state showing that the applicant has been tested within the previous thirty days in a manner approved by the health officer and has been found to be free of all contagious, infectious, and communicable disease.

(Prior code §7-174(b))

§ 6.36.070 Permit—Application—Instruction certificate.

Every applicant for a permit to be a masseur, masseuse, or instructor shall also furnish a diploma or certificate of graduation from a school of massage, wherein the method, profession, and work of massage is taught and shall show satisfactory completion of courses in anatomy and hygiene.

A. The treasurer-tax collector shall accept as meeting the above requirements satisfactory evidence that the applicant has completed courses of instruction substantially equivalent to the above.

B. The treasurer-tax collector shall accept two years' bona fide experience as a masseur or masseuse in a massage establishment, attested to in writing under oath by a person other than the applicant, as satisfying the requirement for training in the theory, method, profession or work of massage. Any such applicant who has not completed courses in anatomy and hygiene may provide evidence satisfactory to the health officer of knowledge equivalent to that taught in such courses, or, if required by the health officer, shall within a reasonable time complete courses of instruction in such subjects.

(Prior code §7-174(c))

§ 6.36.080 Permit—Application—Administration method.

Every application for a permit to operate a massage establishment or school of massage shall also set forth the exact nature of the massage and/or baths to be administered and the proposed place of business and facilities therefor.

(Prior code §7-174(d))

§ 6.36.090 Permit—Application—Premises owner.

Every application for a permit to operate a massage establishment or a school of massage shall give the name and address of the owners and lessors of the real property upon or in which the business is to be conducted.

(Prior code §7-174(e))

§ 6.36.100 Permit—Application—School.

Every application for a school of massage shall be accompanied by:

A. Proof of approval pursuant to Section 94311 of the Education Code of the state;
B. A statement of the educational and experience qualifications and the names and residence addresses of all administrators and instructors, and the subject matter to be taught or demonstrated by each;
C. A copy of the course outline, schedule of tuition, fees and other charges, regulations pertaining to tardiness and absence, grading policy, and rules of operation and conduct.

(Prior code §7-174(f))

§ 6.36.110 Permit—Application—Corporation information.

A. If an applicant is a corporation, the application shall also set forth the name of the corporation exactly as shown in its articles of incorporation together with the names and residence addresses of each of the officers, directors, and each stockholder holding five percent or more of the stock of the corporation.
B. The corporation shall designate one of its officers to act as the responsible managing officer of the massage establishment or school of massage. Such officer shall complete the application form as an individual applicant under this chapter.

(Prior code §7-174(g))

§ 6.36.120 Permit—Application—Partnership information.

A. If the applicant is a partnership, the application shall also set forth the name and residence address of each of the partners, including limited partners.
B. The partnership shall designate one of the partners to act as the managing partner of the massage establishment or school of massage. Such partner shall complete the application form as an individual applicant under this chapter. If one or more of the partners is a corporation, the provisions of this chapter pertaining to a corporate applicant shall apply.

(Prior code §7-174(h))

§ 6.36.130 Permit—Application—Verification.

Every application for a permit shall be verified by affidavit, or by declaration or certification under penalty of perjury as provided in the Code of Civil Procedure.

(Prior code §7-174(i))

§ 6.36.140 Permit—Application—Investigation.

A. All applications for permits for massage establishments or schools of massage shall be referred to the building official, the fire warden, the health officer, the director of planning and community development, and the sheriff who shall make written recommendations to the treasurer-tax collector concerning compliance with the laws and ordinances that they administer and enforce.
B. All other applications shall be referred to the health officer and sheriff for their written recommendations to the treasurer-tax collector concerning compliance with the laws and ordinances that they administer and enforce.

C. The sheriff shall require an applicant to have his or her fingerprints taken and may require such additional information as may be necessary to establish the identification of the applicant.

(Prior code §7-175)

§ 6.36.150 Trainee permit.

A. The treasurer-tax collector shall issue a trainee permit after an application therefor has been reviewed and approved. The treasurer-tax collector may refuse, revoke, or suspend a trainee permit for the reasons set forth in Section 6.36.160. No such trainee shall perform any of the massage services enumerated in Section 6.36.020 except that such trainee may engage in massage services within the school premises under the direction of a qualified instructor and in his immediate presence.

B. The trainee permit shall be valid for a period of six months and shall not be renewed or extended except for a delay in completing required training due to accident, illness, or other showing of good cause. Such renewal or extension must be in writing by the treasurer-tax collector. The applicant for a trainee permit must submit a letter signed by the individual owner, managing partner, or managing officer of the school of massage showing that the applicant is currently accepted for enrollment in a course of study leading to a degree or certificate of graduation.

(Prior code §7-176)

§ 6.36.160 Permit—Issuance—Denial grounds.

A. The treasurer-tax collector shall issue all other permits after the application therefor has been reviewed and approved. For good cause the treasurer-tax collector may refuse, revoke, or suspend a permit for a massage establishment, a school of massage, or for any other applicant or permittee for any of the following reasons, which reasons shall be set forth fully in writing and delivered to the applicant or permittee:

1. That the operation as proposed by the applicant, if permitted, will not or does not comply with all applicable laws, including but not limited to ordinances relating to building, health, planning, housing, zoning, and fire protection, and other applicable laws and regulations which the departments named in this chapter have a responsibility to administer;
2. That the applicant or any other person who will be directly engaged in the management and operation of a massage establishment or school of massage has been convicted of any of the offenses enumerated in subsection J of Section 6.36.050, or convicted of an offense outside the state that would have constituted any of the described offenses if committed within the state.

   A permit may be issued to any person convicted of any of the crimes described if the conviction occurred more than five years prior to the date of the application and the applicant has had no subsequent felony convictions of any nature and no subsequent misdemeanor convictions for crimes mentioned in subsection J of Section 6.36.050;
3. That the applicant has been licensed or registered in any state as a prostitute;

4. That the treasurer-tax collector is not satisfied the moral character of the applicant is such that the applicant's employment by or maintenance and operation of a massage establishment or school of massage will not adversely affect the public interest, morals or welfare, or that he is not satisfied the moral character of any person who is an owner, partner, director of a corporation, stockholder holding five percent or more of the stock of the corporation, or lessor or owner of the real property is such that the maintenance and operation of a massage establishment or school of massage will not adversely affect the public interest, morals, or welfare. The sheriff shall, on request, indicate to the treasurer-tax collector his approval or disapproval of an application on moral grounds;
5. That any of the provisions of this chapter have been violated or that the permittee or any employee, including a masseur, masseuse, instructor, or trainee, is engaged in any conduct at a massage establishment or school of massage which violates any state or local law or ordinance, or that the permittee of a massage establishment or school of massage has actual or constructive knowledge of such violations, or where such permittee by the exercise of due diligence should have had actual or constructive knowledge of any violation, or that such permittee or any other person acting on the permittee's behalf has refused to allow any duly authorized building inspector, peace officer, or health officer of the county to inspect the premises or the operations therein pursuant to the provisions of this chapter;
6. That the health officer has determined that such business is being managed, conducted, or maintained without regard for the public health, or for the health of patrons or customers, or without due regard to proper sanitation and hygiene.

B. Any person aggrieved by any decision or action of the treasurer-tax collector under the provisions of this section may appeal to the board of supervisors by written notice of appeal filed with the clerk of the board within fifteen days following receipt by such person of written notice of such decision or action. The notice of appeal shall be brought before the board not later than the second regular board meeting following the filing of the appeal with the clerk. At the meeting, the board will detèrmine and announce the time and place of the hearing on the appeal.

(Prior code §7-177)

§ 6.36.170 Permit—Term.

Permits issued under the provisions of Section 6.36.160 shall be valid for a period of one year from the date of issuance and shall be renewable annually.

A. An application for the renewal of a masseur or masseuse permit shall be accompanied by a filing fee set by the board of supervisors which shall not be refundable, and shall contain the same information as in Section 6.36.050, excluding therefrom subsection D, G, H and I.

B. All applications for renewal shall be referred to the sheriff who may require an applicant to have his or her fingerprints taken and to furnish such additional information as may be necessary to establish the identification of the applicant.

C. All applications for renewal shall be accompanied by a certificate from a physician licensed to practice medicine in the state showing that the applicant has been tested within the previous thirty days in a manner approved by the health officer and has been found to be free of all contagious, infectious and communicable disease.

(Prior code §7-178)

§ 6.36.180 Sale, transfer or change of location.

Upon the sale, transfer or relocation of a massage establishment or school of massage the permit therefor shall be null and void; provided, however, that upon the death or incapacity of the permittee, a massage establishment or school of massage may continue in business for a reasonable period of time, not to exceed three months, to allow for an orderly transfer of the business. No permittee shall operate under any name or conduct his business under any designation or at any location not specified in the permit. Any masseur, masseuse, instructor, trainee, or other employee may have a valid and unexpired permit transferred for use at any other massage establishment or school of massage upon written application to the treasurer-tax collector accompanied by a non-refundable five dollar transfer fee.

(Prior code §7-179)

§ 6.36.190 Required facilities.

A. Every massage establishment and school of massage shall have the following facilities to provide for and protect the health and safety of the patrons thereof:

1. Rooms and facilities used for toilets, tubs, steam baths, and showers shall be constructed and installed in accordance with the applicable building regulations of the state and county.
2. Toilet facilities shall be provided in convenient locations. Separate toilet facilities shall be provided for males and females and shall be designated as to the sex accommodated therein.
3. Lavatories or wash basins, provided with both hot and cold running water, shall be installed in every toilet room or the vestibule thereto. All lavatories and wash basins shall be provided with soap in a dispenser and with sanitary towels.
4. Every cubicle, room, booth or other area provided or used for patrons' use shall be provided with adequate light, heat, and ventilation, as approved by the health officer. When windows or skylights are used for ventilation, at least one-half of the total required window area shall be openable.
5. To allow for adequate ventilation, any cubicle, room, booth, or other area provided or used for patrons' use and not served directly by an openable window, skylight, or mechanical system of ventilation shall be constructed so that the height of partitions does not exceed seventy-five percent of the floor-to-ceiling height of the area in which it is located.
6. No cubicle, room or booth, or other area which is provided or used for patrons' use, other than toilet facilities, shall be fitted with a door capable of being locked.

7. All electrical equipment and plumbing fixtures shall be installed in accordance with the applicable building regulations of the state and the county.
8. Individual security deposit facilities capable of being locked by the patron shall be provided at no extra charge for the protection of the valuables of patrons.

B. No permit to conduct a massage establishment or school of massage shall be issued until an inspection has been made of the proposed facilities by representatives of the building official, health officer, and sheriff, and said officials have determined that the proposed facility meets or can be made to meet the requirements of this chapter.

(Prior code §7-180)

§ 6.36.200 Operating requirements.

A. Every portion of massage establishment or school of massage, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.

B. All masseurs, masseuses, instructors, and trainees shall be clean and wear clean outer garments, the use of which is restricted to the massage establishment or school of massage. A separate dressing room for each sex must be maintained on the premises with individual lockers for each employee or trainee. Doors to such dressing rooms shall open inward and shall be self-closing.

C. Each massage establishment and school of massage shall be provided with an adequate quantity of clean, laundered sheets and towels. Said sheets and towels shall be laundered after each use thereof and shall be stored in an approved and sanitary manner. Each massage table shall be provided with clean sheets and towels prior to each use. Approved receptacles shall be provided for the storage of soiled linens and towels.

D. Cubicles, rooms, booths, toilet rooms, plumbing fixtures, and other patron facilities shall be thoroughly cleaned at least once each day the massage establishment or school of massage is in operation. Bathtubs and shower compartments shall be thoroughly cleaned with a disinfectant after each use.

E. No massage establishment or school of massage, or any portion of a building in which the massage establishment or school of massage is located, shall be used for residential or sleeping purposes.

F. If male and female patrons are to be served simultaneously, separate rooms, baths, and other patron facilities shall be provided for such male and female patrons.

G. Massage establishments and schools of massage may be open for operation only between the hours of seven a.m. and twelve p.m., inclusive, of each day.

H. No out call massage services shall be performed unless authorized in writing by a physician and surgeon or osteopath duly licensed to practice in the state.

I. No alcoholic beverage shall be sold, served, furnished, kept or possessed on the premises of any massage establishment or school of massage.

(Prior code §7-181)

Attachment: Ordinance C.S. 1375 (Ord 1375 Adopt and Waive Second Reading)

§ 6.36.210 Register and permit number of employees.

A. Every permittee of a massage establishment must maintain a register of all persons employed on the premises and their permit numbers. Such register shall be available for inspection during regular business hours by any representative of the sheriff or health officer of the county.

B. Every permittee of a school of massage must maintain a register of all persons employed on the premises and of all trainees or students. Such register shall be available for inspection during regular business hours by any representative of the sheriff or health officer of the county.

(Prior code §7-182)

§ 6.36.220 Display of permit and identification cards.

A. Every massage establishment or school of massage shall display at all times during business hours the permit issued pursuant to the provisions of this chapter for such massage establishment or school of massage in a conspicuous place so that the same may be readily seen by all persons entering the massage establishment or school of massage.

B. The treasurer-tax collector shall provide each masseur, masseuse, instructor, or trainee, or other employee granted a permit with an identification card which shall contain a photograph of and the first name and permit number of said masseur, masseuse, instructor, or trainee which must be worn on the front of the outermost garment at all times during the hours of employment or training.

(Prior code §7-183)

§ 6.36.230 Employee age limit.

It is unlawful for any individual owner, managing partner, managing officer, or other person in charge of any massage establishment or school of massage to employ any person who is not at least eighteen years of age.

(Prior code §7-184)

§ 6.36.240 Records of treatment.

A. Every permittee of a massage establishment or school of massage shall keep a record of the date and hour of each treatment, and the name and address of the patron, and the name of the employee administering the treatment and the type of treatment administered. Such records shall be maintained for a period of six months.

B. Such records shall be open to inspection by the health officer. The information furnished or secured as a result of any such inspection shall be confidential. No public officer or deputy officer or employee of the county shall in any manner reveal any such confidential information except in a legal action to enforce the provisions of this chapter or pursuant to a court order.

C. Any unauthorized disclosure or use of such information by an owner, operator, manager, permittee or employee of a massage establishment or school of massage shall constitute a misdemeanor, and such person shall be subject to the penalty provisions of this code in addition to any other penalties provided by law.

(Prior code §7-185)

§ 6.36.250 Services and rate sign.
Every permittee of a massage establishment or school of massage shall post a sign in a conspicuous place so that the same may be readily seen by all persons entering the massage establishment or school of massage, printed in bold letters not less than one inch in height, listing the services available and the rates to be charged therefor. No services shall be performed and no sums shall be charged for such services other than those shown on the sign posted.
(Prior code §7-186)

§ 6.36.260 Inspection sign.
Every permittee of a massage establishment or school of massage shall post a sign in a conspicuous place so that the same may be readily seen by all persons entering the massage establishment or school of massage, printed in bold letters not less than one inch in height, with the following thereon: "These premises are subject to inspection without notice by authorized officials of the County of Stanislaus."
(Prior code §7-187)

§ 6.36.270 Inspection.
The health officer shall from time to time, but not less than twice a year, cause an inspection to be made of the premises of each massage establishment and school of massage in the county for the purpose of determining whether the provisions of this chapter are being complied with. The health officer may designate any county officer or employee as his representative to conduct this inspection or to assist therein.
(Prior code §7-188)

§ 6.36.280 Employment of persons without permits unlawful.
It is unlawful for any owner, operator, manager, or permittee in charge of or in control of a massage establishment or school of massage to employ any person who is not in possession of a valid, unrevoked permit or to allow such a person to practice massage within a massage establishment or school of massage.
(Prior code §7-189)

§ 6.36.290 Time limit for filing application for permit.
All persons who possess an outstanding business license heretofore issued for the operation of a massage establishment or school of massage, and all persons who are operating a massage establishment or school of massage on the effective date of this chapter, and all employees thereof must apply for and obtain a permit within ninety days of the effective date of this chapter. Failure to do so and continued operation of a massage establishment or school of massage or continued employment as a masseur, masseuse, instructor, trainee, or other employee of a massage establishment or school of massage without a permit shall constitute a violation of this chapter.
(Prior code §7-190)

§ 6.36.300 Exceptions.
This chapter shall not apply to:

A. Hospitals, nursing homes or sanitaria;
B. Physicians and surgeons, osteopaths, chiropractors, or physical therapists who are duly licensed to practice their respective professions in the state, or persons working under the direction of any such persons in hospitals, nursing homes or sanitaria;
C. Nurses who are registered under the laws of the state;
D. Barbers or cosmetologists when lawfully carrying out their particular profession or business and holding a valid, unrevoked license or certificate of registration issued by the state;
E. Bona fide trainers or coaches of any amateur, semiprofessional, or professional athlete or athletic team and the facilities therefor;
F. A bona fide nonprofit organization, as defined in this chapter, its employees, and the facilities thereof.

(Prior code §7-191)

CHAPTER 6.44 – PUBLIC DANCES AND DANCE HALLS

§ 6.44.010 Definitions.
For the purpose of this chapter, the following words and phrases shall have the meaning as in this section set forth:

A. "Known," when used in connection with the words "prostitute" or "male or female procurer" or "vagrant," shall for the purpose of this chapter be held to mean and include known to the manager, owner or lessee of the dance hall, or to the person conducting a dance, or to the police, or other authorities having to do with the regulation or supervision of public dance halls or public dances to be one of the persons named, or who has such reputation or character, or one who has pleaded guilty to or has been convicted of being a prostitute, male or female procurer or vagrant.
B. "Person" shall, for the purpose of this chapter, be held to mean and include natural persons, copartnerships, corporations and associations and includes both sexes.
C. "Public dance" shall, for the purpose of this chapter, be held to mean and include any dance to which the general public may gain admission with or without the payment of a fee.
D. "Public dance hall" shall, for the purpose of this chapter, be held to mean and include any room, place or space in which a public dance as defined in subsection C is conducted.

(Prior code §7-40)

§ 6.44.020 Permit—Required.
It is unlawful to maintain, operate or conduct a public dance hall, as defined in Section 6.44.010, within the limits of the unincorporated territory of the county until the person owning or conducting the dance shall, or other place in which the same may be held, first has obtained a written permit therefor as provided in this chapter. It shall further be unlawful to hold or conduct a public dance unless the person holding or conducting the dance applies for a written permit as provided in this chapter.
(Prior code §7-41)

§ 6.44.030 Permit—Dance hall—Application form.

Applications for a permit to keep and conduct a public dance hall shall be on forms supplied by the treasurer-tax collector and shall be substantially as follows:

APPLICATION FOR PERMIT TO CONDUCT A PUBLIC DANCE HALL

_______________, 20_____

The undersigned hereby makes application for a permit to keep and conduct a public dance hall at ____________________, in the County of Stanislaus, State of California, from date of issuance of permit, to and including ____________________, 20_____,

It is hereby expressly agreed that in the event that this permit shall be issued, that said dance hall shall be conducted in strict accord with the provisions of law regulating public dance halls, and the undersigned agrees that the permit is given and accepted subject to the provisions of this application, and that he shall be held responsible for violation of any provision of law or ordinance regulating public dance halls.

There are _____ square feet of dancing space in said hall.

The undersigned is the proprietor of the hall located at the above address, in which hall an application for keeping and conducting a public dance hall is hereby made.

____

Signature of the Applicant

____

Post Office Address of the Applicant

The foregoing application is approved and the number of attendants required to be present when said dance hall is open to the public is ____________________.

____

Sheriff of the County of Stanislaus

The foregoing application is approved and permit issued this _____ day of __________, 20_____.

____

Treasurer-Tax Collector of the County of Stanislaus

(Prior code §7-42)

§ 6.44.040 Permit—Dance—Application form.

Application for a permit to conduct a public dance as defined in Section 6.44.010 shall be upon forms supplied by the treasurer-tax collector and shall be substantially as follows:

APPLICATION FOR PERMIT TO CONDUCT A PUBLIC DANCE

____________________, 20_____

The undersigned hereby makes application for a permit to give a public dance at ____________________, in the County of Stanislaus, State of California, from date of issuance of this permit, to be held on the _____ day of _______________, 20_____. It is hereby expressly agreed that said dance shall be conducted in strict accord with the provisions of law regulating public dances, and the undersigned agrees that the permit is given and accepted subject to the provisions of this application and that he shall be held responsible for violation of any provision of law or ordinance regulating any public dance.

The owner or lessee of the premises in which such dances are to be held is ____________________ (name) ____________________ (occupation).

____

Signature of Applicant

____

Post Office Address of the Applicant

The foregoing application is approved and the number of attendants required to be present when said dance hall is open to the public is ______________________________.

____

Sheriff of the County of Stanislaus

The foregoing application is approved and permit issued this _____ day of __________, 20_____.

____

Treasurer-Tax Collector of the County of Stanislaus

(Prior code §7-43)

§ 6.44.050 Permit—Application—Investigation.

Upon receiving such application, the treasurer-tax collector shall refer it to the sheriff for investigation, who may refer the application to the building inspector, fire warden or such other agencies as may be appropriate, as to whether or not the place for which it is asked a permit be given complies with and conforms to all laws, ordinances, health and fire regulations applicable thereto, and is properly ventilated and supplied with separate and sufficient toilet conveniences for each sex within the building in which the dance is to be conducted, and is a safe and proper place for the purpose for which it shall be used, and as to the moral character of the applicant. The sheriff shall report thereon immediately to the treasurer-tax collector. The treasurer-tax collector shall thereupon grant or refuse the permit.

(Prior code §7-44)

§ 6.44.060 Permit—Suspension or revocation.

The sheriff shall have the right to revoke or suspend any permit issued under this chapter and to take possession of the permit upon any grounds for refusal to issue a permit under this chapter. In addition, the failure of a holder of a permit to comply with the provisions in this chapter shall also constitute grounds for revocation or suspension of the permit. The action of the sheriff in this respect shall be subject to an appeal to the board of supervisors of the county. Notice of the appeal shall be filed with the clerk of the board of supervisors within ten days after the revocation or suspension. Upon failure to file such notice within the ten-day period, the action of the sheriff in revoking or suspending the permit shall be final and conclusive.

(Prior code §7-45)

§ 6.44.070 Compliance required.

All permits as provided in this chapter shall be granted and accepted upon the further understanding and agreement that all the terms, provisions and regulations contained in this chapter, as the same now is or

may hereafter be amended, shall be fully complied with.
(Prior code §7-46)

§ 6.44.080 Permit—Denial appeal.
In the event that the treasurer-tax collector refuses to issue any such permit for a public dance hall or the holding of a public dance, the applicant may appeal to the board of supervisors, who shall after hearing grant or deny the issuance of the permit applied for.
(Prior code §7-47)

§ 6.44.090 Permit—Term—Nonassignable—Reissuance of revoked permit.
All permits granted under this chapter shall be good for the date, or until the time in the permit specified, not exceeding one year. The same shall not be assignable. If the permit as provided in this chapter is revoked by the board of supervisors, no new permit shall be granted to such person, or to any person who was an agent or employee of such person at the time of any violation of this chapter, or at the time of the application for a new permit.
(Prior code §7-48)

§ 6.44.100 Disorderly conduct prohibited.

A. It is unlawful for any person to whom a public dance hall permit is issued, or for any person conducting a public dance hall under permit from the treasurer-tax collector, or any person who is conducting any dance or dance hall within the county, to allow or permit in any dance hall any indecent act to be committed, or any vulgar dancing to be indulged in, or any disorder, or conduct of a gross, vulgar or violent character, or to permit in any such dance hall any known prostitute, pimp or procurer.

B. Any member of the sheriff's department, or other properly constituted authority, shall be admitted free of charge to any public dance hall in the county, and they shall have the power, and it shall be the duty of each of them, to cause any dance hall to be vacated whenever any provisions of this chapter, or of any ordinance, regulation or law concerning dance halls, has been or is being violated; or whenever any indecent act is committed, or any vulgar dance indulged in or when any disorder or conduct of a gross, violent or vulgar character takes place therein, or any known prostitute, pimp or procurer is found to be present in such place.

(Prior code §7-49)

§ 6.44.110 Hours.
All dances shall be stopped and discontinued and all public dance halls shall be closed between the hours of two a.m. and six a.m.
(Prior code §7-50)

§ 6.44.120 Attendants.
Every person who conducts a public dance hall or place where dancing is permitted shall at all times

maintain and keep one or more attendants who shall be present at all times when the dance hall or place is opened to the public and when a public dance is being conducted therein. It shall be such attendant's duty to see that the provisions of this chapter relating to the conduct of the persons attending the dance hall are enforced. The attendants shall be approved from time to time by the sheriff, and no public dance shall be conducted without the presence of the attendant. The compensation of the attendant shall be paid by the person conducting, owning or managing the dance hall.
(Prior code §7-52)

§ 6.44.130 Fees—Designated.
Except as otherwise provided in this chapter, it shall be unlawful to maintain or conduct any public dance without paying to the treasurer-tax collector therefor the fee set by the board of supervisors.
(Prior code §7-53; Ord. CS 204 §1, 1986)

§ 6.44.140 Fees—Exemption.
No license fee shall be required if no charge, fee, token or valuable consideration is given or received for admission to a public dance or dance hall, or if so given or received, all of the proceeds thereof are used, given or appropriated to charitable uses, after deduction and reimbursement of reasonable and necessary expenses of the dance. In such case, a verified statement of the applicant showing the conditions set forth in the foregoing sentence shall be endorsed upon the permit. The exemption from license fees provided in this chapter shall not, however, apply to public dances or the conduct of a public dance hall incident to or maintained in conjunction with any restaurant, tavern or similar establishment.
(Prior code §7-54)

§ 6.44.150 Permit—Waiting period after revocation.
If at any time the permit for a public dance hall is revoked for a violation of the provisions of this chapter, then in that event at least three months shall elapse before another permit shall be granted to the manager, owner or lessee of the premises.
(Prior code §7-55)

CHAPTER 6.56 – TAXICABS
§ 6.56.010 Permit—Required—Taxicab defined.
It is unlawful to engage in a business of operating a taxicab within the unincorporated area of the county without having first procured a permit to do so for each taxicab so operated. "Taxicab" means a vehicle used in the transportation of passengers for hire, on call or demand over the public highways of the unincorporated areas of the county and not over a defined route or upon a fixed schedule.
(Prior code §7-140)

§ 6.56.020 Permit—Information required.
Taxicab permits shall be issued by the treasurer-tax collector upon payment of an annual fee, set by the board of supervisors, for each taxicab, upon proof of good moral character of the applicant, upon proof

that the taxicab is in good mechanical condition and equipped with reasonable safety devices and upon submission of such other information as the treasurer-tax collector may require. Proof to the satisfaction of the treasurer-tax collector that the applicant has a current license or permit to operate the taxicab for which a permit is requested issued by any municipality located in the county may be accepted by the treasurer-tax collector, in his discretion, as sufficient evidence of the good moral character of the applicant and that the taxicab is in good condition and adequately equipped. An applicant shall maintain with the treasurer-tax collector a current address and telephone number.
(Prior code §7-141)

§ 6.56.030 Rates.
The board of supervisors may establish by resolution a schedule of rates for taxicabs and such schedule, when adopted, shall become and thereafter be a part of this chapter. The board shall, before adopting a resolution establishing a schedule of rates for taxicabs, conduct a public hearing thereon. Notice of the public hearing shall be provided in writing to each permittee and shall be published in the manner provided by Government Code Section 6062(a). A copy of any schedule of rates for taxicabs established by resolution of the board of supervisors shall be kept on file in the office of the clerk of the board of supervisors and shall be conspicuously posted in each taxicab.
(Prior code §7-142)

§ 6.56.040 Taximeter.
Whenever the board of supervisors has established a schedule or rates which requires the use of a taximeter to determine the rate of fare, each taxicab shall be equipped with a taximeter of the type approved by the sealer of weights and measures and it shall be the duty of every owner and operator of such vehicle to operate the taximeter in a manner so as to correctly compute the rate of fare and to keep the taximeter in perfect condition so that the taximeter will, at all times, accurately compute the correct charge. The taximeter shall be, at all times, subject to inspection by the sealer of weights and measures and a vehicle shall not be operated with a taximeter known to be defective or inaccurate. Upon complaint of any person that more than the legal fare was charged for taxicab service, the sheriff shall investigate and if the complaint relates to a taximeter, shall cause the taximeter to be at once inspected.
(Prior code §7-143)

§ 6.56.050 Permit—Suspension or revocation.

A. Any permit issued pursuant to this chapter may be suspended or revoked for good cause by the treasurer-tax collector upon recommendation of the sheriff. "Good cause," for the purpose of this section, means a violation of any of the provisions of this chapter, the regulations adopted thereunder, or any condition of the business permit.

B. The treasurer-tax collector shall serve upon the permittee, by mailing to the address maintained with the treasurer-tax collector or any other reasonable means, a notice of suspension or revocation setting forth the acts of omissions with which he is charged and informing him of his right to appeal to the board of supervisors.

(Prior code §7-144)

§ 6.56.060 Appeal.

Any person aggrieved by any decision or action of any county officer or employee relating to this chapter may appeal to the board of supervisors by written notice of appeal filed with the clerk of the board within fifteen days following receipt by such person of written notice of the decision or action. The appeal shall be placed upon the agenda of the board for hearing upon the earliest available date, but in no event, later than the second regular board meeting following the filing of the appeal with the clerk.

(Prior code §7-145)

CHAPTER 6.74 – JUNK DEALERS AND SCRAP METAL RECYCLERS

§ 6.74.010 Authority.

This chapter is adopted pursuant to the police power of the county under Article XI, Section 7 of the California Constitution and in supplementation of Business and Professions Code Sections 21600 through 21609. This chapter is not intended to supersede the provisions of these statutes. Any conflict that may exist between this chapter and state law shall be resolved in favor of the latter. Nothing contained herein shall relieve any person or legal entity of obligations contained in the Business and Professions Code or other provisions of state or local law.

(Ord. CS 994 §2, 2007)

§ 6.74.020 Definitions.

A. "Junk" means any and all secondhand and used machinery and all ferrous and nonferrous scrap metals and alloys, but does not include secondhand and used furniture, pallets.

B. "Scrap metals and alloys" includes, but is not limited to, materials and equipment commonly used in construction, agricultural operations and electrical power generation, railroad equipment, oil well rigs, nonferrous materials, stainless steel, and nickel which are offered for sale to any junk dealer or recycler, but does not include scrap iron, household generated waste, or aluminum beverage containers, as defined in Chapter 2 (commencing with Section 14502) of Division 12.1 of the Public Resources Code.

C. "Junk dealer" includes any person engaged in the business of buying, selling and dealing in junk, any person purchasing, gathering, collecting, soliciting or traveling about from place to place procuring junk, and any person operating, carrying on, conducting or maintaining a junk yard or place where junk is gathered together and stored or kept for shipment, sale or transfer.

D. "Junk yard" includes any yard, plot, space, enclosure, building or any other place where junk is collected, stored, gathered together and kept.

E. "Recycler" means any processor, recycling center, or noncertified recycler, as those terms are defined in Chapter 2 (commencing with Section 14502) of Division 12.1 of the Public Resources Code, who buys or sells scrap metal that constitutes junk as defined herein.

(Ord. CS 994 §2, 2007; Ord. CS 1007 §§1, 2, 2007)

§ 6.74.030 Exemptions.

A. This chapter shall not apply to any of the following:

   1. Secondhand furniture merchants.
   2. Pawnbrokers.
   3. Secondhand car dealers or merchants in connection with automobile and motor vehicle sales agencies but not carried on and conducted in conjunction with a junk yard.
   4. Persons engaged in the business of selling new automobile tires or batteries or other equipment taking in part payment used articles of the same kind and thereafter selling or disposing of the same.

5. Secondhand oil well supply and equipment dealers not conducting or carrying on their business in connection with a junk yard.
6. Secondhand clothing merchants and ragpickers.

(Ord. CS 994 §2, 2007)

§ 6.74.040 Reporting.

A. Junk dealers or recyclers shall report to the sheriff of Stanislaus County at the office of the sheriff, every day before twelve o'clock noon, on a form provided by the sheriff, a record of all sales and purchases of the previous twenty-four hours. The report shall contain the information required by this chapter and any additional information required by the sheriff as shown on the forms.

B. The report shall at a minimum contain the following information:
   1. The name, business name, business address, telephone number, facsimile number, and electronic mail address;
   2. The place and date of each sale or purchase of junk made in the conduct of his or her business as a junk dealer or recycler.
   3. The name, valid driver's license number and state of issue or California-issued identification card number, and vehicle license number including the state of issue of any motor vehicle used in transporting the junk to the junk dealer's or recycler's place of business.
   4. The name and address of each person to whom junk is sold or disposed of, and the license number of any motor vehicle used in transporting the junk from the junk dealer's or recycler's place of business.
   5. A full and complete description of the item or items of junk purchased or sold, including the item type, quantity, length, diameter, size, brand, model, manufacturer, and identification number.
   6. A statement indicating either that the seller of the junk is the owner of it, or the name of the person he or she obtained it from, as shown on a signed transfer document.
   7. The fingerprint of the right hand index finger, unless such finger is missing, in which event the print of the next finger in existence on the right hand shall be obtained with a notation as to the exact finger printed of the person from whom junk is received.

(Ord. CS 994 §2, 2007)

§ 6.74.050 Seller's age limit.

It is unlawful for any junk dealer or recycler to purchase, or otherwise acquire, any junk from any person known, or reasonably should be known by the junk dealer or recycler, to be under the age of eighteen years.

(Ord. CS 994 §2, 2007)

§ 6.74.060 Hours.

It is unlawful for any junk dealer or recycler to conduct his or her business as a junk dealer within this county between the hours of seven p.m. of one day and seven a.m. of the next day.

(Ord. CS 994 §2, 2007)

§ 6.74.070 Payment.

It is unlawful for any junk dealer or recycler to make payment for the purchase of junk in excess of ten dollars to any person except by paper draft or check.

(Ord. CS 994 §2, 2007)

§ 6.74.080 Immediate notice of certain transactions.

A. Every junk dealer or recycler shall immediately notify the sheriff's department by telephone, or other means likely to reach the sheriff's department without delay, of the following:

1. The sale or purchase, or attempted sale or purchase, of any junk which reasonably appear to be used only by governments, utilities, railroads, or for specific purposes, such as guardrails, manhole covers, high voltage transmission lines, historical markers, cemetery plaques, light poles and bleachers.

(Ord. CS 994 §2, 2007)

§ 6.74.090 License.

License—Required.

A. It is unlawful for any person to act as a junk dealer or recycler without first making an application for and receiving from the treasurer-tax collector a license to act as such junk dealer or recycler in the unincorporated areas of the county.

License—Application—Contents.

B. Any person desiring a license, or to renew a license, hereunder shall make application to the treasurer-tax collector upon blanks furnished therefor. If the application is made by an individual, he or she shall affirm under penalty of perjury that the contents of the application are true, and the contents of the application shall include the name and age of applicant, his or her present address or addresses, and the name under which, and the place where, the applicant has conducted a similar business within twelve months immediately preceding the date of the application. If the business is to be engaged in by a partnership, association or corporation, the application for a license shall be made by the general manager thereof, or by one having the authority of a general manager. In such case, the application shall state the true name of the organization, the date of its organization, its type, the location of its principal place of business, the names and addresses of its officers, or, in the case of a copartnership, the names and addresses of all the partners.

C. In accordance with California Business and Professions Code Sections 12703 and 12733, the applicant shall attach to the application documentation to the satisfaction of the tax collector that the applicant holds a current and active California weighmaster license. A copy of the applicant's current weighmaster license shall be displayed in a prominent location at each location where the applicant conducts business.

D. The applicant shall acknowledge having read Penal Code Section 496a, which shall be prominently set forth within the application in bold type.

License—Application—Employee Identification.

E. The applicant, at the request of the sheriff, shall accompany the application with photographs and fingerprints of all the individuals who are to be actually engaged in the management of the business or in buying or otherwise acquiring junk for the business for which the license is requested. In the event any other person, after the license has been granted, is engaged in the management of the business or in buying or otherwise acquiring such junk, the licensee shall furnish to the sheriff on request the photograph and fingerprints of such person. No license shall be issued until any such demand has been complied with, and any license that has been issued shall be suspended or revoked if the licensee does not, within a reasonable time, comply with the provisions of this section.

License—Application—Investigation.

F. Upon submission of a complete application for license under this chapter, the application shall be immediately referred to the department of planning and community development, the department of environmental resources, and to the sheriff for investigation concerning the applicant's business and character of the applicant. These departments shall, after investigation, file a report upon the application designating whether or not the applicant is a proper person to be granted the license applied for. No applicant shall be reported as a proper person to be granted a license under this chapter unless and until it appears that the applicant's conduct or proposed conduct of the business does and will comply with all applicable laws and ordinances, including but not limited to those relating to the public health and to zoning. The departments shall be allowed sixty days from the date of receiving a completed application within which to file the report.

License—Fees.

G. The application, renewal, and appeal denial fee for a junk dealer or recycler's business license shall be set by the board of supervisors.

License—Term.

H. The licenses provided for in this section shall be issued for a period of one year from the date of issuance.

License—Denial Appeal.

I. In the event of the denial of an application for license under this chapter, the applicant may, within ten days after the date written notice of such adverse report is mailed, file with the board of supervisors a notice of intention to appear before the board to appeal the denial of the application. Upon failure to file such notice within the ten-day period, the denial of the application shall be final and conclusive. The notice of appeal shall be accompanied by the fee amount stated in subsection G of this section.

License—Suspension, Revocation or Conditioning of License.

J. The board of supervisors may, upon its own motion or upon the verified complaint in writing of any person, investigate the actions of any licensee and may, after ten days written notice to the licensee and after a hearing before the board, suspend, revoke, or condition the license of any licensee who commits any one or more of the acts or omissions constituting grounds for disciplinary action under this section. The grounds for such action shall be summarized in the notice. The notice provided for herein shall be given by registered or certified mail, postage prepaid, or in the manner required for the service of summons in civil actions. Pending the board's final decision regarding the license, a licensee may continue to engage in the business for the period of his or her license.

License—Disciplinary Action Grounds.

K. It is a ground for disciplinary action if any licensee, his or her agent or employee or any person connected or associated with the licensee as partner, director, officer, stockholder, general manager, or person who is exercising managerial authority of or on behalf of the licensee has:

1. Knowingly made any false, misleading or fraudulent statement of a material fact in an application for a license, or in any report or record required to be filed; or
2. Violated any provision or this chapter or of any statute relating to his licensed activity; or
3. Been convicted of a felony or any crime involving theft, embezzlement or moral turpitude; or
4. Committed any act constituting dishonesty or fraud; or
5. Committed any unlawful, false, fraudulent, deceptive or dangerous act while conducting a licensed business; or
6. Published, uttered or disseminated any false, deceptive or misleading statements or advertisements in connection with the operation of a licensed business; or
7. Violated any rule or regulation adopted by the board relating to the licensee's business; or
8. Conducted the licensed business in a manner contrary to the peace, health, safety, and general welfare or the public; or
9. Demonstrated that he or she is unfit to be trusted with the privileges granted by such license; or
10. Failed to comply with the regulations of Stanislaus County.

License—Revocation Without Hearing Upon Conviction.

L. If any person holding a license under this chapter is convicted in any court of the violation of any law relative to his or her operation of a licensed business, the board may revoke the license forthwith without any further action thereon other than giving written notice of revocation to the licensee.

(Ord. CS 994 §2, 2007)

§ 6.74.100 Penalty.

Any person violating any provision of this chapter shall be guilty of a misdemeanor and subject to a fine of not more than five hundred dollars or imprisonment in the county jail for not more than six months, or both such fine and imprisonment.
(Ord. CS 994 §2, 2007)

ATTACHMENT 2
DEPARTMENT OF TREASURER-TAX COLLECTOR FEE SCHEDULE

Stanislaus County Treasurer-Tax Collector
Fee, Permit, and Licensing Fee Schedule
Effective June 29, 2024

Code Section #	Type	Proposed		
		County	State	Total
6.04.060	Business License	$142	$4	$146
6.04.070	Business License - Renewal	$142	$4	$146
6.08.070	Bingo Permit - New Permit	$40	$4	$44
6.08.280	Bingo Permit - Renewal of Permit	$20	$4	$24
6.16.040	Carnival Permit Fire Dept Inspection Fee	$195		$195
6.16.080	Carnival Permit - per day of operation	$220	$4	$224
6.16.090	Carnival Permit Clean-up Deposit	$200		$200
6.36.040	Massage Establishment Permit not licensed through the state program - New Permit	$205	$4	$209
6.36.170	Massage Establishment Permit not licensed through the state program - Renewal of Permit	$20	$4	$24
6.44.130	Dance Hall Permit - per Quarter	$135	$4	$139
6.44.130	Dance Hall Permit - Single Dance	$45	$4	$49
6.44.130	Dance Hall Permit Fire Dept Inspection Fee	$195		$195
6.56.020	Taxicab Permit (each vehicle)	$8	$4	$12
6.68.040	Peddler's Permit - 1 year	$60	$4	$64
6.68.040	Peddler's Permit - 30 days	$30	$4	$34
6.68.040	Peddler's Permit - 10 days	$15	$4	$19
6.74.090	Scrap Metal Dealer License/Permit - New	$290	$4	$294
6.74.090	Scrap Metal Dealer License/Permit - Renewal	$175	$4	$179

ATTACHMENT 2
DEPARTMENT OF TREASURER-TAX COLLECTOR FEE SCHEDULE

Not Ordinance Related

Code Section #	Type	Proposed		
		County	State	Total
NA	Parcel Map Clearance Application Fee – Fast Track	$125		$125
NA	Parcel Map Clearance Application Fee – Standard	$95		$95
NA	Parties of Interest	$205		$205
NA	Property Tax File Secured/Unsecured	$55		$55
NA	Property Tax Research Fee Per Hour	$55		$55
NA	Returned Check/Electronic Payment Fee	$28		$28

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Community Services Agency | BOARD AGENDA:6.A.7
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES | 4/5 Vote Required: No

SUBJECT:

Approval to Proclaim the Week of June 10th, 2024, as Family Services Specialist Recognition Week

STAFF RECOMMENDATION:

1. Proclaim the week of June 10^{th}, 2024, as Family Services Specialist Recognition Week.

DISCUSSION:

Historically, the Governor and the California Legislature have proclaimed the second week of June as Family Services Specialist (FSS) Week, highlighting the special role these employees provide to individuals and families. FSSs in Stanislaus County are essential for administering programs and services, acting as a safety net for individuals and families lacking basic necessities like food, shelter, clothing, and healthcare. They uphold performance standards set by the California Department of Health Care Services and the California Department of Social Services and support programs at the Community Services Agency (CSA), Workforce Development, and Behavioral Health and Recovery Services (BHRS).

CSA FSSs determine eligibility for various public assistance programs including, but not limited to, Medi-Cal, California's Medicaid program, CalFresh, the food stamp program in California, also known as the Federal Supplemental Nutrition Assistance Program (SNAP), California Work Opportunity and Responsibility to Kids (CalWORKs), which provides cash aid for California families in need, and Welfare-to-Work (WTW), helping residents find and keep a job. FSSs also coordinate resources for Foster Care, Extended Foster Care, Adoption Assistance, and Kinship Guardianship Assistance Payment programs. Despite often complicated circumstances, they guide customers through complex processes with empathy, compassion, and efficiency.

At CSA, FSSs in WTW assist CalWORKs recipients with employment services and provide intensive case management to enhance long-term employment opportunities and self-sufficiency. In the Foster Care Unit, FSSs support the well-being of youth in foster care, bridging programs for a seamless transition to self-sufficiency after aging out. Within the Agency's Program Integrity Section, FSSs are key in preventing welfare fraud, resolving disputes, and maintaining program administration accuracy.

FSSs in Workforce Development offer career counseling, training opportunities, and job placement services, contributing to economic growth and stability in the community. At BHRS, FSSs help disabled clients apply for Supplemental Security Income/State

Supplementary Payment (SSI/SSP), which provides income support to eligible individuals, helps clients advocate for themselves throughout the SSI/SSP application process, and helps clients apply for and/or maintain Medi-Cal coverage.

Overall, FSSs are crucial in supporting healthcare, employment, social services, and fostering services for the benefit of Stanislaus County residents.

POLICY ISSUE:

The Governor and the California Legislature have historically proclaimed the second week of June as Family Services Specialist Week. Board of Supervisors' approval is required to proclaim a day, week, or month in celebration of a specific topic or County function.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board of Supervisors' priorities of *Supporting a Healthy Community, Developing a High-Performing Economy,* and *Delivering Efficient Public Services* by recognizing the special role that FSSs provide to individuals and families, acting as a safety net for those who are lacking basic necessities like food, shelter, clothing, and healthcare.

STAFFING IMPACT:

Existing County staff are available to support the recommendation in this agenda item.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Proclamation

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

Date: May 21, 2024

THE FOLLOWING RESOLUTION WAS ADOPTED:

Proclaim The Week of June 10 - 14, 2024, as
Family Services Specialist Week in Stanislaus County

WHEREAS, the County of Stanislaus takes great pride in recognizing Family Services Specialists who work with community in administering public assistance programs and who strive for excellence in their work; and

WHEREAS, Family Services Specialists administer programs and services to customers in accessing services in order to meet the customers' basic needs, which include food, shelter, health care and clothing. Family Services Specialists determine eligibility to public assistance programs, including Medi-Cal, CalFresh, Foster Care, Adoption Assistance Program, Kinship Guardian Assistance Program, extended Foster Care, CalWORKs, Welfare-to-Work, Refugee Assistance, Child Care, Cash Assistance Program for Immigrants and General Assistance; and

WHEREAS, Family Services Specialists support Stanislaus County Board of Supervisors' Strategic Priorities and the mission of the County of Stanislaus by successfully implementing Federal, State, and local mandated programs, practicing program integrity and promoting innovative, effective business strategies while providing excellent customer service; and

WHEREAS, Family Services Specialists are located throughout the departments in the County, such as Workforce Development, Behavioral Health and Recovery Services, and the Community Services Agency; and

WHEREAS, Family Services Specialists maintain the performance standards set forth by the California Department of Health Care Services, the California Department of Social Services, and Department of Labor.

NOW THEREFORE, in recognition of all of the Family Services Specialists who help make Stanislaus County a better place to live and work, BE IT RESOLVED that the Board of Supervisors of the County of Stanislaus, State of California, does hereby declare the week of June 10 - 14, 2024, as Family Services Specialist Week in Stanislaus County.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Behavioral Health & Recovery Services | BOARD AGENDA:6.B.1
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES | 4/5 Vote Required: Yes

SUBJECT:

Approval of an Amendment to the Agreement with Telecare Corporation for the Provision of Behavioral Health Services in the Amount of $1,648,210

STAFF RECOMMENDATION:

1. Approve an amendment with Telecare Corporation for the provision of behavioral health services in the amount of $1,648,210 for the existing contract term of July 1, 2023, through June 30, 2024.
2. Authorize the Behavioral Health Director, or designee, to sign and execute the amendment for the provision of behavioral health services in the amount of $1,648,210 for the existing contract term of July 1, 2023, through June 30, 2024.
3. Authorize the Behavioral Health Director, or designee, to sign amendments for additional services and payments for services consistent with the County Purchasing Policy and up to $200,000, budget permitting, throughout the term of the agreement.
4. Authorize the Auditor-Controller to increase appropriations and estimated revenue by $1,648,210 to account for the Telecare amendment in the Mental Health Services Act budget unit, as detailed in the attached budget journal.

DISCUSSION:

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

BHRS provides, or arranges and pays for, an array of medically necessary Medi-Cal Specialty Mental Health Services (SMHS) for individuals diagnosed with an SMI or SED. Services include the following:

- Outpatient Clinical Mental Health Services (including assessment, crisis prevention/intervention, individual and group therapy, psychosocial rehabilitation, care coordination, and case management)
- Medication Services and Support

- Family, Peer, and Community Support
- Intensive Care Coordination
- Intensive Home-Based Services
- Therapeutic Behavioral Services
- Crisis Intervention
- Crisis Residential
- Psychiatric Health Facility
- Psychiatric Inpatient Hospitalization

As the MHP, BHRS is required to provide, or arrange and pay for, all covered services for Medi-Cal beneficiaries as needed and ensure that all medically necessary SMHS are sufficient in amount, duration, and scope to reasonably achieve the purpose for which the services are provided. BHRS contracts with a variety of community-based organizations (CBOs) for the provision of SMHS.

Telecare Corporation, founded in 1965, has had a longstanding provider relationship with BHRS and has successfully provided a variety of services to Stanislaus County residents over the years. Telecare operates 163 programs in California and four other states. Its mission is to provide excellent services and systems of care for people with serious mental illness and support individuals and families in their recovery.

Over the past several months, BHRS has seen an increase in the number of adults diagnosed with SMI who need outpatient SMHS. Telecare currently provides three Behavioral Health Services Teams (BHSTs), which provide full-service partnership level services. The clinical framework of each team is based on BHRS' Core Treatment Model (CTM), which specifies staffing structures, treatment practices, transition processes, supportive services, caseload sizes, and wellness supports.

An SMI is a behavioral health condition or disorder that is serious, persistent, and debilitating, resulting in serious functional impairment, which substantially interferes with the individual's day-to-day activities and life events. Telecare BHSTs typically serve SMI clients who are high risk, high need, experiencing homelessness, criminal-justice involved, and/or with co-occurring disorders. BHST programs support the client's ability to achieve or maintain housing in the least restrictive level of care and maximize each client's potential for independent living, employment and self-sufficiency. When clients achieve stability in these areas, they are transitioned to a lower level of care through an alternate behavioral health provider or Primary Care Physician (PCP).

Telecare is uniquely qualified to partner with BHRS on service expansion based upon their current status as a SMHS, outreach and engagement, PHF, and 24/7 mobile crisis services provider, existing presence in Stanislaus County, existing relationships with community partners, experience coordinating care with other delivery systems, and capacity to expand workforce. Due to the increased need for behavioral health services, BHRS is recommending that two new BHSTs be added to the agreement with Telecare, bringing the total number of BHSTs provided by Telecare to five. Therefore, BHRS is requesting approval to execute an amendment to the agreement with Telecare Corporation in the amount of $1,648,210 to expand treatment team capacity to ensure the availability of critically needed outpatient SMHS.

BHRS may experience increased utilization of behavioral health services throughout the year while balancing fiscal resources for the various and competing demands for inpatient and outpatient treatment services. The department requests authorization for the Behavioral Health Director, or designee, to negotiate and execute amendments up to $200,000, when necessary, budget permitting, throughout the term of the agreement from July 1, 2023, through June 30, 2024, without further action by the Board of Supervisors. Any amendments to the agreements will be identified in subsequent quarterly financial reports to the Board of Supervisors.

POLICY ISSUE:

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

FISCAL IMPACT:

SMHS are funded by a combination of Medi-Cal Federal Financial Participation and Mental Health Services Act (MHSA) revenue. The BHRS 2024 Adopted Budget did not include appropriations and estimated revenue to support the amendment to the agreement with Telecare Corporation. The attached budget journal will increase appropriations and estimated Medi-Cal Federal Financial Participation revenue by $1,648,210 in the Mental Health Services Act budget unit. There is no impact to County General Fund.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priorities of *Supporting a Healthy Community* and *Delivering Efficient Public Services* by contracting with community providers to deliver the needed services at appropriate levels in a cost-effective manner.

STAFFING IMPACT:

Existing staff from Behavioral Health and Recovery Services are available to support this agreement including any necessary monitoring, amending, and reporting.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Amendment
2. Levine Act
3. Budget Journal

FIRST AMENDMENT
TO PROVIDER AGREEMENT

This Amendment for Provider Services (the "Agreement") is made and entered into by and between the County of Stanislaus, through Behavioral Health and Recovery Services ("County"), and Telecare Corporation, a California Corporation ("Contractor") effective as of the date of the last signature.

Recitals

WHEREAS, County, through Behavioral Health and Recovery Services, wishes to add two (2) additional Behavioral Health Services Teams (BHST); and

WHEREAS, County wishes to provide services to persons with a serious mental illness in Stanislaus County through the Full Service Partnership (FSP) program; and

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

WHEREAS, County wishes to increase the contract maximum to support the addition of the two (2) new Behavioral Health Services Teams.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement is amended to increase the contract maximum by $1,648,210 from $8,450,240 to $10,098,450 for the addition of two (2) Behavioral Health Services Teams, with $147,210 to be allocated towards start up costs.

This Amendment is incorporated into the Agreement as follows:

I. Exhibit A, Scope of Work, Section A. Program Description and Target Population is deleted and replaced with the following:

Contractor shall provide Full Service Partnership (FSP) level services based on the Stanislaus County Core Treatment Model (CTM). Contractor shall have Behavioral Health Services Teams (BHSTs) which will consist of 13-15 staff in each team. All Behavioral Service Teams shall provide services to a monthly average range of 720 – 785 total clients. Assertive Community Treatment level caseloads shall be at a ratio of a 1:12 staff per client ratio. Ideal ICS level caseloads shall be at a 1:20 staff per client ratio and can be extended to a max of 1:25 staff to client ratio to address client capacity needs. Wellness level caseloads shall be at a ratio of a 1:50 staff per client ratio. The clinical framework of each team will be based on the CTM. Services shall be provided to adult beneficiaries who meet criteria for a serious mental illness (SMI). A SMI is a behavioral health condition or disorder that is serious, persistent, and debilitating resulting in serious functional impairment, which substantially interferes with the individual's day-to-day activities and life events. The population served will also include clients who are considered high risk, high need, homeless, with criminal justice involvement, and/or with co-occurring disorders (SMI, SUD, Physical health Etc.). The population served by the programs could be experiencing homelessness, residing in a home, or actively residing in a placement facility such as a residential care facilities, transitional residential facilities, board and care facilities, or supported independent living. Emphasis shall be placed on achieving or maintaining placement stability at the least restrictive level of care and maximizing each client's potential for independent living and employment. When the client has achieved stability in these areas, it is anticipated that they will be transitioned to a lower level of care though an alternate Adult Mental health provider or Primary Care Physician (PCP). Contractor shall also employ a full time Mental Health Clinician assessor to support the BHRS adult system of care. The primary role of this clinician shall be to complete initial adult mental health comprehensive assessments.

II. Exhibit A, Scope of Work, Section B. Services, Item 1. is deleted and replaced with the following:

Contractor shall provide services based on the Stanislaus County CTM at all three levels of care, ACT, ICS, and Wellness. Services shall also incorporate community collaboration, cultural competence, client/family driven services, a focus on wellness, and integrated services under this Agreement.

Core Treatment Model

Population	**Adults/Children with SMI/SED with functional impairment**	
Performance Measure *"Better Off"*	**Increase functioning / Decreased impairment** *As measured by the LOCUS/CANS/DCR/Perception Surveys*	
	Treatment Services	**Providers**
Core Treatment Model *Strategies to Increase Functioning & Decrease Impairment*	**Medication Services** Medication prescription, administration, and monitoring.	Psychiatrist Registered Nurse Other prescribers
	MH Clinical Services • Assessment* • Crisis Prevention/Intervention • 1:1 & Group Clinical Intervention • Psychosocial Rehabilitation • Care & Services Coordination	Mental Health Clinicians* Behavioral Health Specialist Clinical Service Technicians
	Family, Peer and Community Support	Behavioral Health Specialist Behavioral Health Advocate Clinical Service Technician Community Clerical Aid
Performance Measures *"How well we provide services"*	Client & Provider Engagement / Access to Services / Medi-Cal Key Indicators / Provider Clinical Skill / Appropriate Level of Care Placement & Interventions	

III. Exhibit A, Scope of Work, Section B. Services, Item 6. is deleted and replaced with the following:

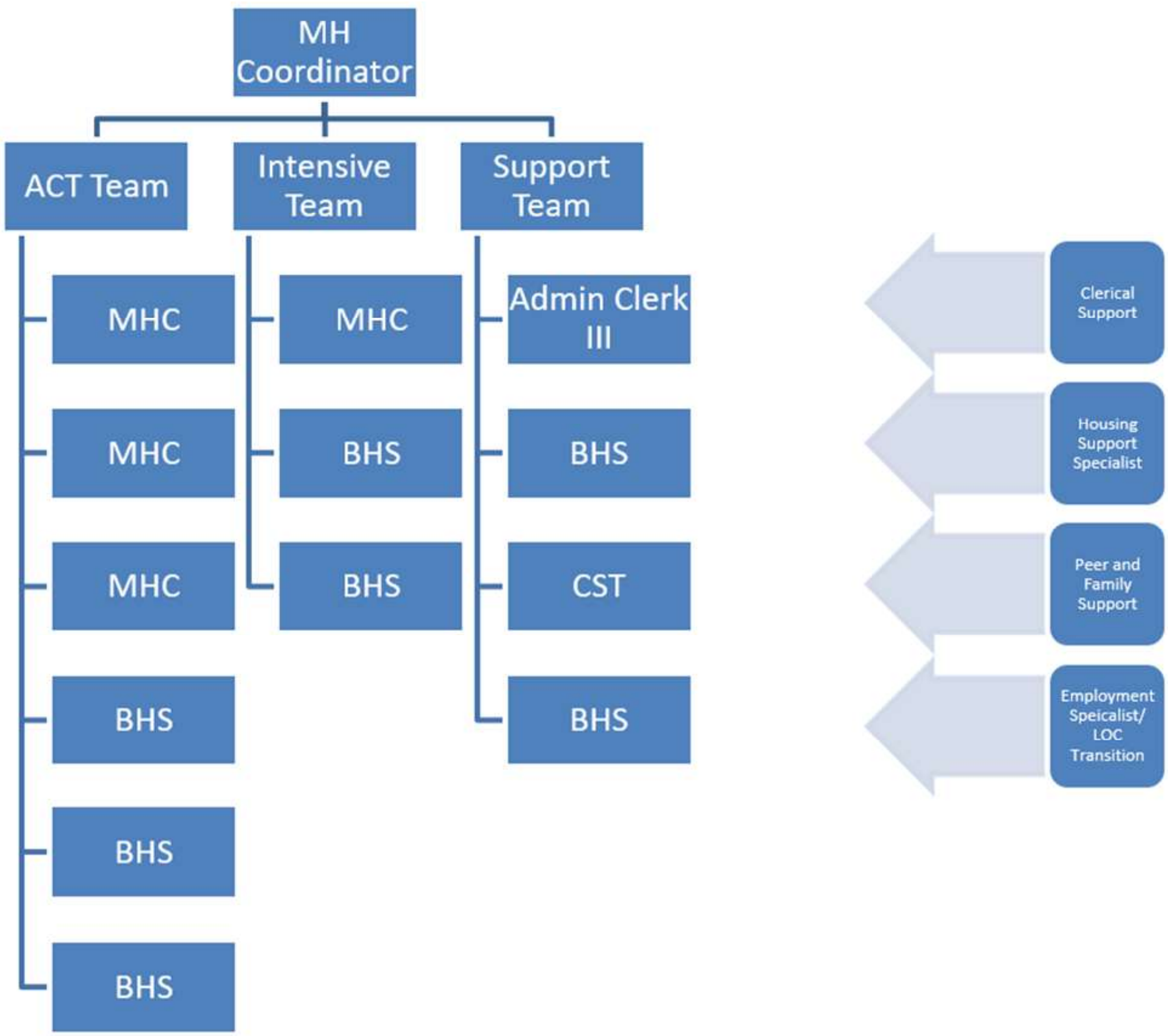
Fluctuation in the number of open clients may occur throughout the term of the Agreement. However, Contractor shall not serve less than 700 total clients per month and shall average a minimum of 720 total per month, during the term of the Agreement.

IV. Exhibit A, Scope of Work, Section F. Personnel, Item 2. Proposed Staff is deleted and replaced with the following:

The Behavioral Health Service Teams shall be staffed to provide ACT, ICS, and Wellness level services. An administrative assistant and an account clerk will provide support services such as reception, data entry and documentation, as well as verification and transmission of invoices and other documents.

V. Exhibit A, Scope of Work, Table Titled: Telecare Behavioral Health Services Teams 3-5 is deleted and replaced with the following:

Telecare Behavioral Health Services Teams 3-5



VI. Exhibit A, Scope of Work, Section G. Restrictions and Limitations, Item 1.3 is deleted and replaced with the following:

1.3 The maximum financial obligation of the County under this Agreement shall not exceed $10,098,450 per fiscal year, which is not a guaranteed sum but shall be paid only for actual services rendered.

1.3.1 Costs associated with operating treatment services shall not exceed **$9,019,534** for salaries, benefits, and other operating costs.

1.3.2 Costs associated with operating medication services shall not exceed **$691,706** for salaries, benefits, and other operating costs.
1.3.3 **$147,210** shall be allocated to cover start-up costs during the term of the agreement.
1.3.4 Costs associated with client support shall not exceed **$240,000.**

VII. Exhibit A, Scope of Work, Section G. Restrictions and Limitations, Item 4.5 is added and reads as follows:

4.5 Contractor must submit Support Services Funds request to County Adult System of Care management for approval of use of funds along with accompanying receipts and documentation for reimbursement.

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

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) shown below.

COUNTY OF STANISLAUS BEHAVIORAL HEALTH AND RECOVERY SERVICES

TELECARE CORPORATION

Dawan Utecht
Dawan Utecht (May 10, 2024 15:22 PDT)

Tony Vartan — Date
Director

Dawan Utecht — Date
Senior Vice President,
Chief Development Officer

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

Marc Hartley
Marc Hartley (Nov 27, 2023 08:27 PST)

Marc Hartley
Deputy County Counsel

BOS ITEM #:______________________________ Date:________________________________

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). 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.

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

Signature: Dawan Utecht Dawan Utecht (Jan 29, 2024 08:32 HST)	Date Signed: 01/29/24
Print Name: Dawan Utecht	
Title: SVP/Chief Development Officer	
Company: Telecare Corporation	

ORACLE

Enter Budget Amounts

Budget Usage	Budgetary Control validation and General Ledger reporting
Budget Entry Classification	Budget revision
Enter Budget Amounts As	Addition to or subtraction from current budget
Control Budget	SC Detail Budget
Budget Entry Name	2023 Budget Adjustments
Budget Scenario	SC Legal Budget
Worksheet Status	

*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	Comment
1507	6811170	63000	0000000	000000	700564	0000	00000	1,648,210		Increase appropriations for Telecare BHST Expansion
1507	6811170	33500	0000000	000000	700564	0000	00000		1,648,210	Increase revenue for Telecare BHST Expansion
Totals:								**1648210**	**1648210**	

Explanation: Increase appropriations and revenue for Telecare BHST Expansion to add additional treatment teams to address capacity needs

Requesting Department	CEO	Auditor-Controller's Office
Garrett Hill - BHRS	Kelly Covello	Jian Ou-Yang
Prepared by	Approved By	Approved By
5/7/2024	5/10/2024	5/13/2024
Date	Date	Date

Note: For use in requesting budget adjustments prior to the implementation of Budget Approval Application.

Attachment: Budget Journal (BHRS Telecare BHST Expansion)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Behavioral Health & Recovery Services BOARD AGENDA:6.B.2
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: Yes

SUBJECT:

Approval of an Amendment to the Agreement with Aegis Treatment Centers, LLC, for the Provision of Narcotic Replacement Therapy Services in the Amount of $5,000,000

STAFF RECOMMENDATION:

1. Approve an amendment with Aegis Treatment Centers, LLC, for the provision of Narcotic Replacement Therapy services in the amount of $5,000,000 for the existing contract term of July 1, 2023, through June 30, 2024.
2. Authorize the Behavioral Health Director, or designee, to sign and execute the amendment for the provision of Narcotic Replacement Therapy services in the amount of $5,000,000.
3. Authorize the Behavioral Health Director, or designee, to sign amendments for additional services and payments for services up to $200,000, budget permitting and consistent with the County Purchasing Policy throughout the term of the agreement.
4. Authorize the Auditor-Controller to increase appropriations and estimated revenue by $5,000,000 for the Aegis Treatment Centers, LLC amendment in the Substance Use Disorder budget unit, as detailed in the attached budget journal.

DISCUSSION:

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

<u>California Advancing and Innovating Medi-Cal (CalAIM)</u>

CalAIM is a set of multiple multi-year Department of Health Care Services (DHCS) initiatives to improve Medi-Cal members' quality of life and health outcomes by implementing a broad delivery system, program, and payment reform across the Medi-Cal program.

As the administrator of the Behavioral Health Plans for Specialty Mental Health Services (SMH) and Drug Medi-Cal services, BHRS is responsible for the implementation of the

CalAIM Behavioral Health Initiative. This initiative, designed to support whole-person, integrated care, aims to move the administration of Medi-Cal behavioral health to a more consistent and seamless system. It also seeks to reduce complexity and increase flexibility, improve quality outcomes, reduce health disparities, and drive delivery system transformation and innovation through improvements to behavioral health policies and the launch of behavioral health payment reform. The majority of these policy changes were launched in 2022, and the implementation process is set to continue through 2027.

The Behavioral Health Payment Reform is a component of the CalAIM initiative. Through realignment efforts in 1991 and 2011, funding for the majority of the non-federal share of costs associated with the SMH and SUD services became the responsibility of the counties. Prior to the implementation of payment reform, counties were reimbursed for these programs via Medicaid Certified Public Expenditure (CPE) methodologies. Under the CPE structure, reimbursements to counties were limited to costs incurred by the counties and were subject to a lengthy and labor-intensive cost reconciliation process. The CalAIM Behavioral Health Payment Reform initiative moves counties away from cost-based reimbursement to enable value-based reimbursement structures that reward better care and quality of life for Medi-Cal beneficiaries. Payment reform transitioned counties from cost-based reimbursement funded via CPEs to fee-for-service reimbursement funded via Intergovernmental Transfers, eliminating the need for reconciliation to actual costs. As part of payment reform, SMH and SUD services transitioned from the Healthcare Common Procedure Coding System Level II coding structure to Level I, known as Current Procedural Terminology coding, when possible.

<u>Narcotic Treatment Program Services</u>

The Drug Medi-Cal Organized Delivery System (DMC-ODS) in Stanislaus County, which leveraged federal Medicaid (known as Medi-Cal in California) funding to expand and enhance SUD services, is responsible for providing access to Narcotic Treatment Program (NTP) services to Medi-Cal beneficiaries. Prior to CalAIM payment reform, NTP services were reimbursed via a bundled service rate determined by DHCS that covered all NTP services, including:

- Assessment
- Care Coordination
- Counseling (individual and group)
- Family Therapy
- Medical Psychotherapy
- Medication Services
- Medication Assisted Treatment (MAT) for Opioid Use Disorder (OUD)
- MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs

With the advent of payment reform, NTP services have expanded under CalAIM reforms, and all services have become reimbursable. BHRS is responsible for reimbursement of a bundle rate for medication services and a separate individual rate for counseling services. Each counseling service rate is dependent upon the service provider's professional classification.

The medication bundle rate includes the following:

- Medications available have expanded to include all Federal Drug Administration approved medications for SUD treatment
- Medical psychotherapy
- Medication services (prescribing, ordering, administering, dispensing and medication support/education)
- Physical exams
- Laboratory screenings

Counseling services billed at individual rates include:

- Assessment
- Individual and group counseling services
- Care coordination (this is case management for SUD)
- Family therapy
- Patient education
- Recovery services
- SUD crisis intervention services

With counseling services carved out from the bundled rate and service provider-specific reimbursement rates, payment reform fiscal impacts were difficult to project.

BHRS contracts with Aegis Treatment Centers for NTP services and has experienced an increase in monthly census/caseload count for NTP services of 69.9% over a 15 month period. In January 2023, prior to any changes, Aegis had a point in time total client census/caseload of 803. By April of 2024, the County's Genesis program closed and clients were transferred to Aegis (Board Resolution 2023-0040) and Aegis expanded the Ceres census by establishing a Turlock medication unit extension, increasing the point in time total client census/caseload to 1364. In 15 months, Aegis increased from a monthly census/caseload of 803 to 1364 adding over 500 clients to regular monthly census/caseload resulting in approximately 500 more individuals receiving regular medication services monthly.

Due to the medication annual rate increases and expanded medication access, Aegis medication costs have increased by 20.9% between Fiscal Year 2023 and Fiscal Year 2024, from $4.3 million to a projected cost of $5.2 million. Of the medication services provided, methadone is experiencing the highest cost increase due to both the service rate and caseload increases, with an increased cost of 71.4% from $2.8 million in Fiscal Year 2023 to $4.8 million in Fiscal Year 2024.

Aegis counseling services costs have increased by 118% between Fiscal Year 2023 and 2024. In Fiscal Year 2023, the portion of the bundled medication rate for counseling services totaled $2.7 million, and in Fiscal Year 2024, the costs are carved out of the medication bundled rate and are projected to be $5.9 million. In Fiscal Year 2023, the unit rate, which typically represents 10-15 minutes of service provided, for any provider was $19.01. In Fiscal Year 2024, the unit rate starts at $68.51 for Alcohol and Other Drug Counselors and increases for each other type of provider up to $317.38 for a Physician.

Due to the cost increases described above, an amendment to the Aegis contract is required to ensure that contracted DMC-ODS services may be reimbursed in accordance with CalAIM payment reform mandates. With the billing and caseload data collected over the last several months, the department anticipates improvements in projecting the Aegis budget in the next fiscal year.

Recommendation to Increase Contracted Maximum

BHRS is requesting the contract maximum for the contracted NTP, Aegis Treatment Centers, be increased from $7,000,000 to $12,000,000 for the existing contract term of July 1, 2023, through June 30, 2024, as approved by the Board (Res. No. 2023-0286). The need to increase the contract maximum is due to increased capacity needs as well as increased costs resulting from payment reform, which include the following:

- The closure of the Genesis program and the transition of Genesis clients to Aegis clinics increased the number of clients served (Board Resolution 2023-0040); before its closure, Genesis served 224 clients. Aegis Modesto increased the number of clients served between January 2023 and April 2024 by 27.4%, from 803 to 1,023.
- Increased capacity for the Ceres and Modesto clinics, including the addition of the Turlock unit, has increased the number of clients served between January 2023 and April 2024 by 52.9%, from 223 to 341.
- Payment reform that converted bundled NTP rates to a fee-for-service structure, which broke out all previously bundled NTP services into distinct service lines, each with its associated rate. Counseling services, mandated to occur at specific units and increments by Federal and State law, have the most significant impact on cost under payment reform because they are now billed as a distinct service. Aegis serves over half of all Stanislaus County DMC-ODS beneficiaries, an average of 1300 or more beneficiaries monthly, each requiring at minimum one counseling service lasting at least 50 minutes; mandatory counseling is not a new requirement, and it was previously included in the NTP bundle rate. Before payment reform, using methadone reimbursement as an example, NTP providers received a daily “bundle rate” of $16.20, which included reimbursement for an assessment, exam, methadone, and individual/group counseling services. With the advent of payment reform, NTP services are reimbursed via a “bundle rate” for medication and related medical services, now $18.76. Rates are negotiated annually and have been adjusted as DHCS rates change. In addition, NTPs now receive a separate counseling rate dependent on individual provider type.
- Under payment reform, in addition to counseling rates being carved out from the “bundle,” rates are reimbursed based on provider type, meaning that different providers providing the service will result in varying reimbursement rates. Aegis medical providers and other licensed staff receive higher reimbursement rates than an Alcohol and Other Drug Counselor, generating increased costs under the new payment reform model. Individual provider types may include certified peer specialists, SUD-certified counselors, registered nurses, licensed practitioners of the healing arts (Marriage Family Therapists/Clinical Social Workers/Professional Clinical Counselors), Nurse Practitioners, Physician Assistants, and Physicians. Rates per provider range from $262/hour to $1,270/hour. In general, the mandatory minimum counseling services are provided by SUD-certified counselors, resulting in an estimated monthly cost of $356,000.

In summary, medication bundle rates have increased, counseling services are now being reimbursed at varying rates depending on the provider instead of being part of the bundle rate, services have expanded, the availability of services or “slots” has expanded, and locations have been added.

Additionally, Stanislaus County continues to experience high rates of opioid use in its communities. Opioid use disorder is, by far, the most common substance use disorder diagnosed by BHRS and its Contractors, accounting for 63% of all substance use disorder diagnoses treated in 2022, four times more prevalent than stimulant use disorder (16%) and alcohol use disorder (16%). Stanislaus County also continues to experience year-over-year increases in opioid-related deaths, with opioids accounting for 156 (73%) of the 213 drug-related deaths in Stanislaus County in 2023. Medication-assisted treatment, primarily provided through NTPs, is the evidenced-based intervention for OUD.

The Department recommends approval of this increase to allow payments to be processed promptly.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2022-00 stipulates those contracts or agreements wherein the total cumulative compensation exceeds $200,000 requires approval by the Board of Supervisors, regardless of the procurement method. 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. Such approval may be obtained either through an agenda item, or through a department’s budget appropriation approval. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2022-0287; California Government Code §25502.5).

FISCAL IMPACT:

The BHRS 2024 Adopted Budget included appropriations and estimated revenue for the original agreement amount of $7 million. The attached budget journal will increase appropriations and estimated revenue by $5 million in the Substance Use Disorder budget unit to support the amendment to the agreement with Aegis Treatment Centers, LLC for a total of $12 million for the provision of narcotic treatment services this fiscal year. Services will be funded by 2011 Realignment and Drug-Medical Federal Financial Participation revenue. There is no impact to County General Fund.

BOARD OF SUPERVISORS’ PRIORITY:

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

STAFFING IMPACT:

Existing BHRS staff are available to administer and manage the amended contract.

CONTACT PERSON:

Tony Vartan, MSW, LCSW (209) 525-6222

Director, Behavioral Health and Recovery Services

ATTACHMENT(S):

1. Amendment
2. Budget Journal
3. Levine Act

**SECOND AMENDMENT TO
PROVIDER AGREEMENT**

This Amendment for Organizational Provider Services (the “Agreement”) is made and entered into by and between the County of Stanislaus ("County") and Aegis Treatment Centers, LLC, a California Limited Liability Corporation ("Contractor"), effective as of the date of the last signature.

WHEREAS, the County and Contractor entered into an agreement dated July 1, 2023, to provide services involving Narcotic Replacement Therapy (NRT) services; and

WHEREAS, County has experienced an increase in need for services provided by Contractor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereafter contained, the Agreement is amended to increase the contract maximum amount by $5,000,000 for Fiscal Year 2023-2024, brining the total contract maximum amount from $7,000,000 to $12,000,000 for use in Fiscal Year 2023-2024. This agreement is incorporated into the Agreement as follows:

I. Exhibit A, Scope of Work, Section E, Billing and Payment, Item 2 is deleted in its entirety and replaced with the following:

    2. The maximum amount payable by County shall not exceed $12,000,000 during the term of this agreement.

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

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

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

COUNTY OF STANISLAUS BEHAVIORAL HEALTH AND RECOVERY SERVICES

AEGIS TREATMENT CENTERS, LLC

Susan D. Hoeflich 3/5/2024
Susan D. Hoeflich 3/5/2024 (Mar 5, 2024 13:39 EST)

Tony Vartan, MSW, LCSW Date
Behavioral Health Director

Susan D. Hoeflich Date
Vice President

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

Dawn Cullum

Dawn Cullum
Deputy County Counsel.

BOS#______________, Date_________________

ORACLE **Enter Budget Amounts**

Budget Usage	Budgetary Control validation and General Ledger reporting
Budget Entry Classification	Budget revision
Enter Budget Amounts As	Addition to or subtraction from current budget
Control Budget	SC Detail Budget
Budget Entry Name	2024 Revision
Budget Scenario	SC Adopted Budget Budget
Worksheet Status	

*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	Comment
1502	6521160	63000	0000000	000000	000000	0000	00000	5,000,000.00		Increase to Aegis Contract to meet FY2324 program needs
1502	6521160	22510	0000000	000000	000000	0000	00000		934,234.00	Increase to BHRS Realignment Realignment
1502	6521160	33500	0000000	000000	000000	0000	00000		4,065,766.00	Increase to FFP Revenue

Explanation: Amend current Aegis contract from $7,000,000 to $12,000,000 to meet FY 23/24 program needs

Requesting Department	CEO	Auditor-Controller's Office
Shelby Guthmiller	Kelly Covello	Jian Ou-Yang
Prepared by	Approved By	Approved By
4/1/2024	4/8/2024	4/12/2024
Date	Date	Date

Note: For use in requesting budget adjustments prior to the implementation of Budget Approval Application.

Attachment: Budget Journal (Aegis)

*****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). 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.

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

Signature: Susan D. Hoeflich 3/5/2024 Susan D. Hoeflich 3/5/2024 (Mar 5, 2024 13:39 EST)	Date Signed: 3/5/2024
Print Name: Susan D. Hoeflich	
Title: VP, Managed Care	
Company: Aegis Treatment Centers, LLC	

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Environmental Resources | BOARD AGENDA:6.B.3
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES | 4/5 Vote Required: No

SUBJECT:

Approval to Set a Public Hearing on June 25, 2024, at the 9:00 a.m. Meeting, to Consider Adjustments to the Stanislaus County Franchise Maximum Rates for Solid Waste Collection Services

STAFF RECOMMENDATION:

1. Set a Public Hearing on June 25, 2024, at the 9:00 a.m. meeting, to consider adjustments to the Stanislaus County Franchise Maximum Rates for Solid Waste Collection Services.

DISCUSSION:

The unincorporated portions of Stanislaus County are divided into four separate franchise refuse hauling areas (Franchise Areas), each of which contain a mixture of residential, commercial, and drop box customers. The four Franchise Areas include the following residential communities: Area 1 – Salida, Keyes, Crows Landing, Grayson, and Westley; Area 2 – Knights Ferry and Valley Home, Area 3 – Denair, Empire, Hickman, and La Grange; and Area 4 – the unincorporated areas which are primarily pockets within the City of Turlock (Attachment 2). In exchange for a franchise fee, the franchise haulers (Bertolotti Disposal, Gilton Solid Waste Management, and Turlock Scavenger) receive the exclusive rights to the residential and commercial accounts within their respective areas, while Stanislaus County retains the ability to regulate the haulers and set the maximum rates. In addition, the Board of Supervisors (Board) also sets the maximum franchise haul rates for drop-box customers.

Rates are adjusted annually in adherence to the *Refuse Rate Adjustment Methodology*, approved by the Board of Supervisors on November 4, 2008 (Board Resolution No. 2008-763). Rates are determined using one of two methodologies: (1) an index-based adjustment; or (2) a cost-based adjustment. The cost-based adjustment involves a detailed review of the franchise haulers' cost of service. This review is completed every five years with the last such adjustment completed in 2023 and is further described below in the "Current Rates" section. Index-based adjustments using various cost adjustment factors such as the consumer price index (CPI) occur between the more comprehensive cost-based adjustments.

<u>CURRENT RATES</u>

On October 25, 2022, the Department contracted with HF&H Consultants to assist in the first detailed review since the implementation of the SB 1383 collection services, to produce a new set of base rates. This detailed review differed from previous detailed reviews to account for nuances to costs associated with the implementation of SB 1383 collection services. Over the course of several months, Department staff and HF&H consultants reviewed the three franchise haulers' rate applications and financial statements. HF&H consultants conducted meetings with all three franchise haulers to clarify, review, and request additional information not submitted in their application and financial statements.

HF&H consultants evaluated the information gathered along with supplemental information provided by the franchise haulers and submitted their findings and recommendations to the Department. On June 20, 2023, based on this information and in conjunction with the parameters in the *Refuse Rate Adjustment Methodology*, the Board adopted the fourth cycle of the "new" Base Rates for the four franchise areas which took effect July 1, 2023.

PROPOSED NEW RATES

The following indices and their respective changes (i.e., the difference between the April 2022 – March 2023, and the April 2023 – March 2024 average) have been applied to the indicated components of the individual franchise hauler's residential and commercial Base Rates. Only the labor, fuel, collections, and interest adjustments have been applied to the drop box haul Base Rates because the County sets only the haul charges for these services. Disposal, transfer, and franchise fees are billed to the customer directly by the companies as part of the service charge.

Labor Component: *CPI, Urban Wage Earners and Clerical Workers, All Items West – Size Class B/C Series Report CWURN400SA0*	3.73%
Fuel Component: *California No. 2 Diesel Retail Sales by All Sellers, U.S. Department of Energy*	-12.28%
Collections Component: *CPI, All Urban Consumers, All Items, West Urban Area West – Size Class B/C Series Report CUURN400SA*	3.68%
FRLF Disposal Component: *Actual Change in Disposal Fees at the Fink Road Landfill*	n/c
SRRF Disposal Component: *Actual Change in Disposal Fees at the Stanislaus Resource Recovery Facility*	3.21%
Transfer Component: *Discretionary Adjustment by the County*	3.73%[1]
Interest Component: *Change in the Prime Rate per "Bank of America, NA and Bank of America NT & SA"*	41.09%
Franchise Fee Component: *Franchise Fees remain unchanged at 8%*	n/c
Other Fees Component: *There are no Other Fees applicable at this time*	n/c

[1] Bertolotti Disposal, Gilton Solid Waste Management and Turlock Scavenger's Transfer Rate

The Transfer Component, unlike the other components, is not part of the Base Rate adjustments and is not automatically adjusted with the consumer price index during the four-year cycle. The adjustment to this fee is at the discretion of the County and was last approved for Fiscal Year 2022. The Department is proposing a 3.73% adjustment to this rate component utilizing the labor rate index. This fee pays for the handling and processing expenses at the franchise haulers' transfer stations.

The proposed rates (Attachment 1) are presented in a format that identifies the following: the change between the Base Rates and the rates currently being proposed with the appropriate indices being applied; and the net change between the rates customers have paid over the past year and the rates proposed for Fiscal Year 2025.

Upon approval, adjustments will be seen in all solid waste collection service charges in the unincorporated areas of Stanislaus County and will be effective July 1, 2024. Subscribers to basic residential service consisting of three 90-gallon carts for municipal solid waste, recycling and organics and bulky item collection may see changes in their monthly service charges ranging from 1.83% to 2.64% adjustments. Proposed commercial bin rate adjustments range from a 1.85% to a 2.56% increase and proposed drop box haul charge adjustments range from a 1.16% to a 2.22% increase.

POLICY ISSUE:

The Franchise Regulations for Collection of Refuse in the Unincorporated Territory of Stanislaus County, as amended on November 4, 2008, requires an annual adjustment to the Maximum Rates for solid waste collection services by July 1st of each fiscal year. A public hearing held by the Board of Supervisors is required prior to adjusting the rates.

FISCAL IMPACT:

The net change in estimated revenue for the franchise collection companies from the proposed Maximum Rates for solid waste collection services will be approximately $505,099. This will increase Department revenue via the approved 8% franchise fees by approximately $40,408 and will be included in 2025 Adopted Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priorities of *Enhancing Community Infrastructure* by providing adequate countywide refuse collection in Stanislaus County.

STAFFING IMPACT:

Existing staff will support the necessary administrative functions associated with this recommended action.

CONTACT PERSON:

Rob Kostlivy, Director of Environmental Resources 209-525-6768

Will Richards, Solid Waste Manager 209-525-6740

ATTACHMENT(S):

1. Proposed Rates
2. Franchise and SB 1383 Map

PROPOSED RESIDENTIAL RATES

APPROVED MAXIMUM RESIDENTIAL BASE RATES (FY 2023-2024) | PROPOSED MAXIMUM RESIDENTIAL RATES (FY 2024-2025) | Change

.

BERTOLOTTI DISPOSAL - FRANCHISE AREA #1

Service	Approved Base Rates MSW	Approved Base Rates Organics and Recycling	Total	**Proposed Rates MSW**	**Proposed Rates Organics and Recycling**	**Total**	Total Change
1 can	$ 22.11	$ 18.03	$ 40.14	**$ 22.59**	**$ 18.42**	**$ 41.01**	2.15%
2 cans	$ 32.23	$ 18.03	$ 50.26	**$ 32.92**	**$ 18.42**	**$ 51.34**	2.15%
Add'l can rate	$ 16.12		$ 16.12	**$ 16.47**		**$ 16.47**	2.15%
60 gal. cart	$ 22.11	$ 18.03	$ 40.14	**$ 22.59**	**$ 18.42**	**$ 41.01**	2.15%
90 gal. cart	$ 32.23	$ 18.03	$ 50.26	**$ 32.92**	**$ 18.42**	**$ 51.34**	2.15%
Add'l cart	$ 19.67		$ 19.67	**$ 20.09**		**$ 20.09**	2.15%
2-90 gal cart (Rec.& Org.)	$ 18.03		$ 18.03	**$ 18.42**		**$ 18.42**	2.15%

GILTON SOLID WASTE MANAGEMENT - FRANCHISE AREA #2

Service	Approved Base Rates MSW	Approved Base Rates Organics and Recycling	Total	**Proposed Rates MSW**	**Proposed Rates Organics and Recycling**	**Total**	Total Change
1 can	$15.15	$14.49	$29.64	**$15.43**	**$14.75**	**$30.18**	1.83%
2 cans	$26.22	$14.49	$40.71	**$26.70**	**$14.75**	**$41.45**	1.83%
Add'l can rate	$13.10		$13.10	**$13.34**		**$13.34**	1.83%
60 gal. cart	$20.45	$14.49	$34.94	**$20.82**	**$14.75**	**$35.57**	1.83%
90 gal. cart	$26.22	$14.49	$40.71	**$26.70**	**$14.75**	**$41.45**	1.83%
Add'l cart	$15.99		$15.99	**$16.28**		**$16.28**	1.83%
1-90 gal. Org cart	$14.48		$14.48	**$14.75**		**$14.75**	1.83%

TURLOCK SCAVENGER - FRANCHISE AREA #3

Service	Approved Base Rates MSW	Approveded Base Rates Organics and Recycling	Total	**Proposed Rates MSW**	**Proposed Rates Organics and Recycling**	**Total**	Total Change
1 can	$18.94	$27.41	$46.35	**$19.44**	**$28.13**	**$47.57**	2.64%
2 cans	$29.15	$27.41	$56.56	**$29.92**	**$28.13**	**$58.05**	2.64%
Add'l can rate	$13.45		$13.45	**$13.80**		**$13.80**	2.64%
60 gal. cart	$18.94	$27.41	$46.35	**$19.44**	**$28.13**	**$47.57**	2.64%
90 gal. cart	$29.15	$27.41	$56.56	**$29.92**	**$28.13**	**$58.05**	2.64%
Add'l cart	$18.94		$18.94	**$19.44**		**$19.44**	2.64%
2-90 gal cart (Rec.& Org.)	$27.41		$27.41	**$28.13**		**$28.13**	2.64%

TURLOCK SCAVENGER - FRANCHISE AREA #4

Service	Approved Base Rates MSW	Approved Base Rates Organics and Recycling	Total	**Proposed Rates MSW**	**Proposed Rates Organics and Recycling**	**Total**	Total Change
1 can	$17.05	$28.57	$45.62	**$17.50**	**$29.32**	**$46.82**	2.61%
2 cans	$24.41	$28.57	$52.98	**$25.05**	**$29.32**	**$54.37**	2.61%
Add'l can rate	$12.21		$12.21	**$12.53**		**$12.53**	2.61%
60 gal. cart	$17.05	$28.57	$45.62	**$17.50**	**$29.32**	**$46.82**	2.61%
90 gal. cart	$24.41	$28.57	$52.98	**$25.05**	**$29.32**	**$54.37**	2.61%
Add'l cart (MSW/Rec./Org.)	$14.87		$14.87	**$15.26**		**$15.26**	2.61%
2-90 gal cart (Rec.& Org.)	$28.57		$28.57	**$29.32**		**$29.32**	2.61%

PROPOSED COMMERCIAL BIN RATES

APPROVED MAXIMUM COMMERCIAL RATES (FY 2023-2024) | **PROPOSED MAXIMUM COMMERCIAL RATES (FY 2024-2025)**

BERTOLOTTI DISPOSAL - FRANCHISE AREA #1

Service	Approved Rates MSW	Add'l SB 1383 Required Carts	Approved Rates SB 1383	**Proposed Rates MSW**	**Add'l SB 1383 Required Carts**	**Proposed Rates SB 1383**	To Cha
1 yd., 1 X week	$ 79.46	$ 38.39	$ 117.85	**$ 81.49**	**$ 39.38**	**$ 120.87**	2
1 yd., 2 X week	$ 158.91	$ 38.39	$ 197.30	**$ 162.97**	**$ 39.38**	**$ 202.35**	2
1 yd., 3 X week	$ 238.39	$ 38.39	$ 276.78	**$ 244.48**	**$ 39.38**	**$ 283.85**	2
1 yd., 4 X week	$ 317.87	$ 38.39	$ 356.26	**$ 325.99**	**$ 39.38**	**$ 365.37**	2
1 yd., 5 X week	$ 397.32	$ 38.39	$ 435.71	**$ 407.47**	**$ 39.38**	**$ 446.85**	2
1 yd., 6 X week	$ 476.76	$ 38.39	$ 515.15	**$ 488.94**	**$ 39.38**	**$ 528.32**	2
1 yd., 7 X week	$ 556.25	$ 38.39	$ 594.64	**$ 570.46**	**$ 39.38**	**$ 609.83**	2
1.5 yd., 1 X week	$ 100.33	$ 38.39	$ 138.72	**$ 102.89**	**$ 39.38**	**$ 142.27**	2
1.5 yd., 2 X week	$ 200.61	$ 38.39	$ 239.00	**$ 205.74**	**$ 39.38**	**$ 245.11**	2
1.5 yd., 3 X week	$ 300.93	$ 38.39	$ 339.32	**$ 308.62**	**$ 39.38**	**$ 348.00**	2
1.5 yd., 4 X week	$ 401.21	$ 38.39	$ 439.60	**$ 411.47**	**$ 39.38**	**$ 450.84**	2
1.5 yd., 5 X week	$ 501.54	$ 38.39	$ 539.93	**$ 514.36**	**$ 39.38**	**$ 553.73**	2
1.5 yd., 6 X week	$ 601.85	$ 38.39	$ 640.24	**$ 617.23**	**$ 39.38**	**$ 656.60**	2
1.5 yd., 7 X week	$ 702.17	$ 38.39	$ 740.56	**$ 720.11**	**$ 39.38**	**$ 759.48**	2
2 yd., 1 X week	$ 117.18	$ 38.39	$ 155.57	**$ 120.17**	**$ 39.38**	**$ 159.55**	2
2 yd., 2 X week	$ 234.32	$ 38.39	$ 272.71	**$ 240.31**	**$ 39.38**	**$ 279.68**	2
2 yd., 3 X week	$ 351.50	$ 38.39	$ 389.89	**$ 360.48**	**$ 39.38**	**$ 399.86**	2
2 yd., 4 X week	$ 468.63	$ 38.39	$ 507.02	**$ 480.61**	**$ 39.38**	**$ 519.98**	2
2 yd., 5 X week	$ 585.81	$ 38.39	$ 624.20	**$ 600.78**	**$ 39.38**	**$ 640.15**	2
2 yd., 6 X week	$ 702.98	$ 38.39	$ 741.37	**$ 720.94**	**$ 39.38**	**$ 760.31**	2
2 yd., 7 X week	$ 820.11	$ 38.39	$ 858.50	**$ 841.06**	**$ 39.38**	**$ 880.44**	2
3 yd., 1 X week	$ 137.61	$ 38.39	$ 176.00	**$ 141.12**	**$ 39.38**	**$ 180.50**	2
3 yd., 2 X week	$ 275.27	$ 38.39	$ 313.66	**$ 282.30**	**$ 39.38**	**$ 321.68**	2
3 yd., 3 X week	$ 412.85	$ 38.39	$ 451.24	**$ 423.40**	**$ 39.38**	**$ 462.78**	2
3 yd., 4 X week	$ 550.49	$ 38.39	$ 588.88	**$ 564.56**	**$ 39.38**	**$ 603.94**	2
3 yd., 5 X week	$ 688.10	$ 38.39	$ 726.49	**$ 705.68**	**$ 39.38**	**$ 745.06**	2
3 yd., 6 X week	$ 825.73	$ 38.39	$ 864.12	**$ 846.83**	**$ 39.38**	**$ 886.21**	2
3 yd., 7 X week	$ 963.37	$ 38.39	$ 1,001.76	**$ 987.99**	**$ 39.38**	**$ 1,027.36**	2
4 yd., 1 X week	$ 170.61	$ 38.39	$ 209.00	**$ 174.97**	**$ 39.38**	**$ 214.35**	2
4 yd., 2 X week	$ 341.21	$ 38.39	$ 379.60	**$ 349.93**	**$ 39.38**	**$ 389.30**	2
4 yd., 3 X week	$ 511.81	$ 38.39	$ 550.20	**$ 524.89**	**$ 39.38**	**$ 564.26**	2
4 yd., 4 X week	$ 682.42	$ 38.39	$ 720.81	**$ 699.86**	**$ 39.38**	**$ 739.23**	2
4 yd., 5 X week	$ 853.02	$ 38.39	$ 891.41	**$ 874.82**	**$ 39.38**	**$ 914.19**	2
4 yd., 6 X week	$ 1,023.63	$ 38.39	$ 1,062.02	**$ 1,049.79**	**$ 39.38**	**$ 1,089.16**	2
4 yd., 7 X week	$ 1,194.25	$ 38.39	$ 1,232.64	**$ 1,224.77**	**$ 39.38**	**$ 1,264.14**	2
6 yd., 1 X week	$ 236.57	$ 38.39	$ 274.96	**$ 242.62**	**$ 39.38**	**$ 281.99**	2
6 yd., 2 X week	$ 473.13	$ 38.39	$ 511.52	**$ 485.22**	**$ 39.38**	**$ 524.60**	2
6 yd., 3 X week	$ 709.71	$ 38.39	$ 748.10	**$ 727.84**	**$ 39.38**	**$ 767.22**	2
6 yd., 4 X week	$ 946.27	$ 38.39	$ 984.66	**$ 970.45**	**$ 39.38**	**$ 1,009.82**	2
6 yd., 5 X week	$ 1,182.83	$ 38.39	$ 1,221.22	**$ 1,213.05**	**$ 39.38**	**$ 1,252.43**	2
6 yd., 6 X week	$ 1,419.40	$ 38.39	$ 1,457.79	**$ 1,455.67**	**$ 39.38**	**$ 1,495.05**	2
6 yd., 7 X week	$ 1,655.98	$ 38.39	$ 1,694.37	**$ 1,698.29**	**$ 39.38**	**$ 1,737.67**	2

PROPOSED COMMERCIAL BIN RATES

APPROVED MAXIMUM COMMERCIAL RATES (FY 2023-2024) | **PROPOSED MAXIMUM COMMERCIAL RATES (FY 2024-2025)**

BERTOLOTTI DISPOSAL - FRANCHISE AREA #1

Service	Approved Rates Recycling		Total	**Proposed Rates Recycling**		**Total**	To Cha
2 yd., 1 X week	$ 117.18		$ 117.18	**$ 120.17**		**$ 120.17**	2
2 yd., 2 X week	$ 234.32		$ 234.32	**$ 240.31**		**$ 240.31**	2
2 yd., 3 X week	$ 351.50		$ 351.50	**$ 360.48**		**$ 360.48**	2
2 yd., 4 X week	$ 468.63		$ 468.63	**$ 480.61**		**$ 480.61**	2
2 yd., 5 X week	$ 585.81		$ 585.81	**$ 600.78**		**$ 600.78**	2
2 yd., 6 X week	$ 702.98		$ 702.98	**$ 720.94**		**$ 720.94**	2
2 yd., 7 X week	$ 820.11		$ 820.11	**$ 841.06**		**$ 841.06**	2
3 yd., 1 X week	$ 137.61		$ 137.61	**$ 141.12**		**$ 141.12**	2
3 yd., 2 X week	$ 275.27		$ 275.27	**$ 282.30**		**$ 282.30**	2
3 yd., 3 X week	$ 412.85		$ 412.85	**$ 423.40**		**$ 423.40**	2
3 yd., 4 X week	$ 550.49		$ 550.49	**$ 564.56**		**$ 564.56**	2
3 yd., 5 X week	$ 688.10		$ 688.10	**$ 705.68**		**$ 705.68**	2
3 yd., 6 X week	$ 825.73		$ 825.73	**$ 846.83**		**$ 846.83**	2
3 yd., 7 X week	$ 963.37		$ 963.37	**$ 987.99**		**$ 987.99**	2
4 yd., 1 X week	$ 170.61		$ 170.61	**$ 174.97**		**$ 174.97**	2
4 yd., 2 X week	$ 341.21		$ 341.21	**$ 349.93**		**$ 349.93**	2
4 yd., 3 X week	$ 511.81		$ 511.81	**$ 524.89**		**$ 524.89**	2
4 yd., 4 X week	$ 682.42		$ 682.42	**$ 699.86**		**$ 699.86**	2
4 yd., 5 X week	$ 853.02		$ 853.02	**$ 874.82**		**$ 874.82**	2
4 yd., 6 X week	$ 1,023.63		$ 1,023.63	**$ 1,049.79**		**$ 1,049.79**	2
4 yd., 7 X week	$ 1,194.25		$ 1,194.25	**$ 1,224.77**		**$ 1,224.77**	2
6 yd., 1 X week	$ 236.57		$ 236.57	**$ 242.62**		**$ 242.62**	2
6 yd., 2 X week	$ 473.13		$ 473.13	**$ 485.22**		**$ 485.22**	2
6 yd., 3 X week	$ 709.71		$ 709.71	**$ 727.84**		**$ 727.84**	2
6 yd., 4 X week	$ 946.27		$ 946.27	**$ 970.45**		**$ 970.45**	2
6 yd., 5 X week	$ 1,182.83		$ 1,182.83	**$ 1,213.05**		**$ 1,213.05**	2
6 yd., 6 X week	$ 1,419.40		$ 1,419.40	**$ 1,455.67**		**$ 1,455.67**	2
6 yd., 7 X week	$ 1,655.98		$ 1,655.98	**$ 1,698.29**		**$ 1,698.29**	2

PROPOSED COMMERCIAL BIN RATES

APPROVED MAXIMUM COMMERCIAL RATES (FY 2023-2024) | **PROPOSED MAXIMUM COMMERCIAL RATES (FY 2024-2025)**

BERTOLOTTI DISPOSAL - FRANCHISE AREA #1

Service	Approved Rates Organics		Total	**Proposed Rates Organics**		**Total**	To Cha
2 yd., 1 X week	$ 143.51		$ 143.51	**$ 147.18**		**$ 147.18**	2
2 yd., 2 X week	$ 286.99		$ 286.99	**$ 294.32**		**$ 294.32**	2
2 yd., 3 X week	$ 430.50		$ 430.50	**$ 441.50**		**$ 441.50**	2
2 yd., 4 X week	$ 573.97		$ 573.97	**$ 588.63**		**$ 588.63**	2
2 yd., 5 X week	$ 717.48		$ 717.48	**$ 735.81**		**$ 735.81**	2
2 yd., 6 X week	$ 860.98		$ 860.98	**$ 882.98**		**$ 882.98**	2
2 yd., 7 X week	$ 1,004.44		$ 1,004.44	**$ 1,030.11**		**$ 1,030.11**	2
3 yd., 1 X week	$ 177.11		$ 177.11	**$ 181.63**		**$ 181.63**	2
3 yd., 2 X week	$ 354.27		$ 354.27	**$ 363.32**		**$ 363.32**	2
3 yd., 3 X week	$ 531.36		$ 531.36	**$ 544.93**		**$ 544.93**	2
3 yd., 4 X week	$ 708.50		$ 708.50	**$ 726.60**		**$ 726.60**	2
3 yd., 5 X week	$ 885.61		$ 885.61	**$ 908.23**		**$ 908.23**	2
3 yd., 6 X week	$ 1,062.74		$ 1,062.74	**$ 1,089.89**		**$ 1,089.89**	2
3 yd., 7 X week	$ 1,239.88		$ 1,239.88	**$ 1,271.56**		**$ 1,271.56**	2
4 yd., 1 X week	$ 223.28		$ 223.28	**$ 228.98**		**$ 228.98**	2
4 yd., 2 X week	$ 446.55		$ 446.55	**$ 457.96**		**$ 457.96**	2
4 yd., 3 X week	$ 669.81		$ 669.81	**$ 686.93**		**$ 686.93**	2
4 yd., 4 X week	$ 893.09		$ 893.09	**$ 915.91**		**$ 915.91**	2
4 yd., 5 X week	$ 1,116.36		$ 1,116.36	**$ 1,144.88**		**$ 1,144.88**	2
4 yd., 6 X week	$ 1,339.64		$ 1,339.64	**$ 1,373.87**		**$ 1,373.87**	2
4 yd., 7 X week	$ 1,562.93		$ 1,562.93	**$ 1,602.86**		**$ 1,602.86**	2
6 yd., 1 X week	$ 315.57		$ 315.57	**$ 323.64**		**$ 323.64**	2
6 yd., 2 X week	$ 631.14		$ 631.14	**$ 647.27**		**$ 647.27**	2
6 yd., 3 X week	$ 946.71		$ 946.71	**$ 970.90**		**$ 970.90**	2
6 yd., 4 X week	$ 1,262.28		$ 1,262.28	**$ 1,294.53**		**$ 1,294.53**	2
6 yd., 5 X week	$ 1,577.84		$ 1,577.84	**$ 1,618.16**		**$ 1,618.16**	2
6 yd., 6 X week	$ 1,893.41		$ 1,893.41	**$ 1,941.80**		**$ 1,941.80**	2
6 yd., 7 X week	$ 2,208.99		$ 2,208.99	**$ 2,265.43**		**$ 2,265.43**	2

PROPOSED COMMERCIAL BIN RATES

APPROVED MAXIMUM COMMERCIAL RATES (FY 2023-2024) | PROPOSED MAXIMUM COMMERCIAL RATES (FY 2024-2025)

GILTON SOLID WASTE MANAGEMENT - FRANCHISE AREA #2

Service	Approved Rates SB 1383 Exempt	Approved Rates SB 1383		**Proposed Rates SB 1383 Exempt**	**Proposed Rates SB 1383**		To Cha
1 yd., 1 X week	$ 87.46	$ 103.84		**$ 89.08**	**$ 105.76**		1
1 yd., 2 X week	$ 174.96	$ 207.68		**$ 178.20**	**$ 211.54**		1
1 yd., 3 X week	$ 262.43	$ 311.53		**$ 267.30**	**$ 317.31**		1
1 yd., 4 X week	$ 349.92	$ 415.39		**$ 356.41**	**$ 423.09**		1
1 yd., 5 X week	$ 437.38	$ 519.21		**$ 445.49**	**$ 528.84**		1
1 yd., 6 X week	$ 524.88	$ 623.07		**$ 534.61**	**$ 634.63**		1
1 yd., 7 X week	$ 612.34	$ 726.91		**$ 623.70**	**$ 740.39**		1
1.5 yd., 1 X week	$ 99.27			**$ 101.11**			1
1.5 yd., 2 X week	$ 198.57			**$ 202.25**			1
1.5 yd., 3 X week	$ 297.84			**$ 303.36**			1
1.5 yd., 4 X week	$ 397.07			**$ 404.44**			1
1.5 yd., 5 X week	$ 496.37			**$ 505.58**			1
1.5 yd., 6 X week	$ 595.65			**$ 606.70**			1
1.5 yd., 7 X week	$ 694.92			**$ 707.81**			1
2 yd., 1 X week	$ 108.61	$ 141.33		**$ 110.62**	**$ 143.95**		1
2 yd., 2 X week	$ 217.26	$ 282.73		**$ 221.29**	**$ 287.97**		1
2 yd., 3 X week	$ 325.86	$ 424.06		**$ 331.91**	**$ 431.93**		1
2 yd., 4 X week	$ 434.49	$ 565.42		**$ 442.55**	**$ 575.91**		1
2 yd., 5 X week	$ 543.13	$ 706.79		**$ 553.20**	**$ 719.90**		1
2 yd., 6 X week	$ 651.73	$ 848.13		**$ 663.82**	**$ 863.86**		1
2 yd., 7 X week	$ 760.36	$ 989.49		**$ 774.47**	**$ 1,007.85**		1
3 yd., 1 X week	$ 114.18	$ 163.29		**$ 116.30**	**$ 166.32**		1
3 yd., 2 X week	$ 228.35	$ 326.55		**$ 232.59**	**$ 332.61**		1
3 yd., 3 X week	$ 342.56	$ 489.86		**$ 348.91**	**$ 498.95**		1
3 yd., 4 X week	$ 456.75	$ 653.15		**$ 465.22**	**$ 665.26**		1
3 yd., 5 X week	$ 570.95	$ 816.44		**$ 581.54**	**$ 831.59**		1
3 yd., 6 X week	$ 685.11	$ 979.70		**$ 697.81**	**$ 997.87**		1
3 yd., 7 X week	$ 799.32	$ 1,143.02		**$ 814.15**	**$ 1,164.22**		1
4 yd., 1 X week	$ 126.16	$ 191.63		**$ 128.50**	**$ 195.18**		1
4 yd., 2 X week	$ 252.28	$ 383.21		**$ 256.96**	**$ 390.32**		1
4 yd., 3 X week	$ 378.48	$ 574.88		**$ 385.50**	**$ 585.54**		1
4 yd., 4 X week	$ 504.68	$ 766.55		**$ 514.04**	**$ 780.77**		1
4 yd., 5 X week	$ 630.77	$ 958.11		**$ 642.47**	**$ 975.88**		1
4 yd., 6 X week	$ 756.92	$ 1,149.72		**$ 770.96**	**$ 1,171.05**		1
4 yd., 7 X week	$ 883.13	$ 1,341.39		**$ 899.51**	**$ 1,366.27**		1
6 yd., 1 X week	$ 152.54	$ 250.73		**$ 155.37**	**$ 255.38**		1
6 yd., 2 X week	$ 305.03	$ 501.43		**$ 310.69**	**$ 510.73**		1
6 yd., 3 X week	$ 457.57	$ 752.17		**$ 466.06**	**$ 766.12**		1
6 yd., 4 X week	$ 610.09	$ 1,002.88		**$ 621.40**	**$ 1,021.48**		1
6 yd., 5 X week	$ 762.60	$ 1,253.59		**$ 776.75**	**$ 1,276.84**		1
6 yd., 6 X week	$ 915.13	$ 1,504.32		**$ 932.10**	**$ 1,532.22**		1
6 yd., 7 X week	$ 1,067.66	$ 1,755.05		**$ 1,087.47**	**$ 1,787.60**		1

Attachment: Proposed Rates (Set a Public Hearing for Refuse Rate Adjustments)

PROPOSED COMMERCIAL BIN RATES

APPROVED MAXIMUM COMMERCIAL RATES (FY 2023-2024) | **PROPOSED MAXIMUM COMMERCIAL RATES (FY 2024-2025)**

TURLOCK SCAVENGER - FRANCHISE AREA #3

Service	Approved Rates MSW	Add'l SB 1383 Required Carts	Approved Rates SB 1383	**Proposed Rates MSW**	**Add'l SB 1383 Required Carts**	**Proposed Rates SB 1383**	To Cha
1 yd., 1 X week	$ 72.35	$ 27.41	$ 99.76	**$ 74.01**	**$ 28.13**	**$ 102.14**	2
1 yd., 2 X week	$ 144.67	$ 27.41	$ 172.08	**$ 148.00**	**$ 28.13**	**$ 176.13**	2
1 yd., 3 X week	$ 216.98	$ 27.41	$ 244.39	**$ 221.98**	**$ 28.13**	**$ 250.11**	2
1 yd., 4 X week	$ 289.32	$ 27.41	$ 316.73	**$ 295.98**	**$ 28.13**	**$ 324.11**	2
1 yd., 5 X week	$ 361.65	$ 27.41	$ 389.06	**$ 369.98**	**$ 28.13**	**$ 398.11**	2
1 yd., 6 X week	$ 433.99	$ 27.41	$ 461.40	**$ 443.98**	**$ 28.13**	**$ 472.11**	2
1 yd., 7 X week	$ 506.31	$ 27.41	$ 533.72	**$ 517.97**	**$ 28.13**	**$ 546.10**	2
1.5 yd., 1 X week	$ -	$ -	$ -	**$ -**	**$ -**	**$ -**	2
1.5 yd., 2 X week	$ -	$ -	$ -	**$ -**	**$ -**	**$ -**	2
1.5 yd., 3 X week	$ -	$ -	$ -	**$ -**	**$ -**	**$ -**	2
1.5 yd., 4 X week	$ -	$ -	$ -	**$ -**	**$ -**	**$ -**	2
1.5 yd., 5 X week	$ -	$ -	$ -	**$ -**	**$ -**	**$ -**	2
1.5 yd., 6 X week	$ -	$ -	$ -	**$ -**	**$ -**	**$ -**	2
1.5 yd., 7 X week	$ -	$ -	$ -	**$ -**	**$ -**	**$ -**	2
2 yd., 1 X week	$ 92.74	$ 27.41	$ 120.15	**$ 94.88**	**$ 28.13**	**$ 123.01**	2
2 yd., 2 X week	$ 185.43	$ 27.41	$ 212.84	**$ 189.70**	**$ 28.13**	**$ 217.83**	2
2 yd., 3 X week	$ 278.14	$ 27.41	$ 305.55	**$ 284.54**	**$ 28.13**	**$ 312.67**	2
2 yd., 4 X week	$ 370.86	$ 27.41	$ 398.27	**$ 379.40**	**$ 28.13**	**$ 407.53**	2
2 yd., 5 X week	$ 463.60	$ 27.41	$ 491.01	**$ 474.27**	**$ 28.13**	**$ 502.40**	2
2 yd., 6 X week	$ 556.31	$ 27.41	$ 583.72	**$ 569.12**	**$ 28.13**	**$ 597.25**	2
2 yd., 7 X week	$ 649.00	$ 27.41	$ 676.41	**$ 663.94**	**$ 28.13**	**$ 692.07**	2
3 yd., 1 X week	$ 104.44	$ 27.41	$ 131.85	**$ 106.84**	**$ 28.13**	**$ 134.97**	2
3 yd., 2 X week	$ 208.84	$ 27.41	$ 236.25	**$ 213.64**	**$ 28.13**	**$ 241.77**	2
3 yd., 3 X week	$ 313.29	$ 27.41	$ 340.70	**$ 320.50**	**$ 28.13**	**$ 348.63**	2
3 yd., 4 X week	$ 417.69	$ 27.41	$ 445.10	**$ 427.31**	**$ 28.13**	**$ 455.44**	2
3 yd., 5 X week	$ 522.18	$ 27.41	$ 549.59	**$ 534.20**	**$ 28.13**	**$ 562.33**	2
3 yd., 6 X week	$ 626.58	$ 27.41	$ 653.99	**$ 641.01**	**$ 28.13**	**$ 669.14**	2
3 yd., 7 X week	$ 731.03	$ 27.41	$ 758.44	**$ 747.86**	**$ 28.13**	**$ 775.99**	2
4 yd., 1 X week	$ 114.70	$ 27.41	$ 142.11	**$ 117.34**	**$ 28.13**	**$ 145.47**	2
4 yd., 2 X week	$ 229.42	$ 27.41	$ 256.83	**$ 234.70**	**$ 28.13**	**$ 262.83**	2
4 yd., 3 X week	$ 344.11	$ 27.41	$ 371.52	**$ 352.03**	**$ 28.13**	**$ 380.16**	2
4 yd., 4 X week	$ 458.44	$ 27.41	$ 485.85	**$ 469.00**	**$ 28.13**	**$ 497.13**	2
4 yd., 5 X week	$ 573.51	$ 27.41	$ 600.92	**$ 586.71**	**$ 28.13**	**$ 614.84**	2
4 yd., 6 X week	$ 688.21	$ 27.41	$ 715.62	**$ 704.06**	**$ 28.13**	**$ 732.19**	2
4 yd., 7 X week	$ 802.90	$ 27.41	$ 830.31	**$ 821.38**	**$ 28.13**	**$ 849.51**	2
6 yd., 1 X week	$ 123.69	$ 27.41	$ 151.10	**$ 126.54**	**$ 28.13**	**$ 154.67**	2
6 yd., 2 X week	$ 247.37	$ 27.41	$ 274.78	**$ 253.06**	**$ 28.13**	**$ 281.19**	2
6 yd., 3 X week	$ 371.06	$ 27.41	$ 398.47	**$ 379.60**	**$ 28.13**	**$ 407.73**	2
6 yd., 4 X week	$ 494.70	$ 27.41	$ 522.11	**$ 506.09**	**$ 28.13**	**$ 534.22**	2
6 yd., 5 X week	$ 618.39	$ 27.41	$ 645.80	**$ 632.63**	**$ 28.13**	**$ 660.76**	2
6 yd., 6 X week	$ 742.07	$ 27.41	$ 769.48	**$ 759.15**	**$ 28.13**	**$ 787.28**	2
6 yd., 7 X week	$ 865.78	$ 27.41	$ 893.19	**$ 885.71**	**$ 28.13**	**$ 913.84**	2

PROPOSED COMMERCIAL BIN RATES

6.B.3.a

APPROVED MAXIMUM COMMERCIAL RATES (FY 2023-2024) | **PROPOSED MAXIMUM COMMERCIAL RATES (FY 2024-2025)**

TURLOCK SCAVENGER - FRANCHISE AREA #4

Service	Approved Rates MSW	Add'l SB 1383 Required Carts	Approved Rates SB 1383	**Proposed Rates MSW**	**Add'l SB 1383 Required Carts**	**Proposed Rates SB 1383**	To Cha
1 yd., 1 X week	$ 64.47	$ 28.57	$ 93.04	**$ 65.94**	**$ 29.32**	**$ 95.26**	2
1 yd., 2 X week	$ 128.96	$ 28.57	$ 157.53	**$ 131.90**	**$ 29.32**	**$ 161.22**	2
1 yd., 3 X week	$ 193.43	$ 28.57	$ 222.00	**$ 197.83**	**$ 29.32**	**$ 227.15**	2
1 yd., 4 X week	$ 257.89	$ 28.57	$ 286.46	**$ 263.76**	**$ 29.32**	**$ 293.08**	2
1 yd., 5 X week	$ 322.38	$ 28.57	$ 350.95	**$ 329.72**	**$ 29.32**	**$ 359.04**	2
1 yd., 6 X week	$ 386.85	$ 28.57	$ 415.42	**$ 395.66**	**$ 29.32**	**$ 424.98**	2
1 yd., 7 X week	$ 451.29	$ 28.57	$ 479.86	**$ 461.57**	**$ 29.32**	**$ 490.89**	2
1.5 yd., 1 X week	$ 84.36	$ 28.57	$ 112.93	**$ 86.28**	**$ 29.32**	**$ 115.60**	2
1.5 yd., 2 X week	$ 168.67	$ 28.57	$ 197.24	**$ 172.51**	**$ 29.32**	**$ 201.83**	2
1.5 yd., 3 X week	$ 253.06	$ 28.57	$ 281.63	**$ 258.83**	**$ 29.32**	**$ 288.15**	2
1.5 yd., 4 X week	$ 337.40	$ 28.57	$ 365.97	**$ 345.08**	**$ 29.32**	**$ 374.40**	2
1.5 yd., 5 X week	$ 421.72	$ 28.57	$ 450.29	**$ 431.32**	**$ 29.32**	**$ 460.64**	2
1.5 yd., 6 X week	$ 506.08	$ 28.57	$ 534.65	**$ 517.60**	**$ 29.32**	**$ 546.92**	2
1.5 yd., 7 X week	$ 590.43	$ 28.57	$ 619.00	**$ 603.88**	**$ 29.32**	**$ 633.20**	2
2 yd., 1 X week	$ 86.46	$ 28.57	$ 115.03	**$ 88.43**	**$ 29.32**	**$ 117.75**	2
2 yd., 2 X week	$ 172.89	$ 28.57	$ 201.46	**$ 176.82**	**$ 29.32**	**$ 206.14**	2
2 yd., 3 X week	$ 259.37	$ 28.57	$ 287.94	**$ 265.27**	**$ 29.32**	**$ 294.59**	2
2 yd., 4 X week	$ 345.75	$ 28.57	$ 374.32	**$ 353.62**	**$ 29.32**	**$ 382.94**	2
2 yd., 5 X week	$ 432.24	$ 28.57	$ 460.81	**$ 442.09**	**$ 29.32**	**$ 471.41**	2
2 yd., 6 X week	$ 518.67	$ 28.57	$ 547.24	**$ 530.48**	**$ 29.32**	**$ 559.80**	2
2 yd., 7 X week	$ 605.13	$ 28.57	$ 633.70	**$ 618.91**	**$ 29.32**	**$ 648.23**	2
3 yd., 1 X week	$ 91.71	$ 28.57	$ 120.28	**$ 93.79**	**$ 29.32**	**$ 123.11**	2
3 yd., 2 X week	$ 183.39	$ 28.57	$ 211.96	**$ 187.57**	**$ 29.32**	**$ 216.89**	2
3 yd., 3 X week	$ 275.08	$ 28.57	$ 303.65	**$ 281.34**	**$ 29.32**	**$ 310.66**	2
3 yd., 4 X week	$ 366.75	$ 28.57	$ 395.32	**$ 375.11**	**$ 29.32**	**$ 404.43**	2
3 yd., 5 X week	$ 458.45	$ 28.57	$ 487.02	**$ 468.89**	**$ 29.32**	**$ 498.21**	2
3 yd., 6 X week	$ 550.15	$ 28.57	$ 578.72	**$ 562.68**	**$ 29.32**	**$ 592.00**	2
3 yd., 7 X week	$ 641.84	$ 28.57	$ 670.41	**$ 656.46**	**$ 29.32**	**$ 685.78**	2
4 yd., 1 X week	$ 110.73	$ 28.57	$ 139.30	**$ 113.25**	**$ 29.32**	**$ 142.57**	2
4 yd., 2 X week	$ 221.45	$ 28.57	$ 250.02	**$ 226.50**	**$ 29.32**	**$ 255.82**	2
4 yd., 3 X week	$ 332.19	$ 28.57	$ 360.76	**$ 339.76**	**$ 29.32**	**$ 369.08**	2
4 yd., 4 X week	$ 442.68	$ 28.57	$ 471.25	**$ 452.76**	**$ 29.32**	**$ 482.08**	2
4 yd., 5 X week	$ 553.69	$ 28.57	$ 582.26	**$ 566.30**	**$ 29.32**	**$ 595.62**	2
4 yd., 6 X week	$ 664.40	$ 28.57	$ 692.97	**$ 679.54**	**$ 29.32**	**$ 708.86**	2
4 yd., 7 X week	$ 775.15	$ 28.57	$ 803.72	**$ 792.81**	**$ 29.32**	**$ 822.13**	2
6 yd., 1 X week	$ 142.31	$ 28.57	$ 170.88	**$ 145.55**	**$ 29.32**	**$ 174.87**	2
6 yd., 2 X week	$ 284.58	$ 28.57	$ 313.15	**$ 291.06**	**$ 29.32**	**$ 320.38**	2
6 yd., 3 X week	$ 426.89	$ 28.57	$ 455.46	**$ 436.61**	**$ 29.32**	**$ 465.93**	2
6 yd., 4 X week	$ 569.17	$ 28.57	$ 597.74	**$ 582.13**	**$ 29.32**	**$ 611.45**	2
6 yd., 5 X week	$ 711.47	$ 28.57	$ 740.04	**$ 727.68**	**$ 29.32**	**$ 757.00**	2
6 yd., 6 X week	$ 853.77	$ 28.57	$ 882.34	**$ 873.21**	**$ 29.32**	**$ 902.53**	2
6 yd., 7 X week	$ 996.09	$ 28.57	$ 1,024.66	**$ 1,018.77**	**$ 29.32**	**$ 1,048.09**	2

Attachment: Proposed Rates (Set a Public Hearing for Refuse Rate Adjustments)

PROPOSED MAXIMUM DROP-BOX HAUL CHARGES

BERTOLOTTI DISPOSAL - FRANCHISE AREA #1

Service	Approved Rates (FY 2023-2024)	**Proposed Rates (FY 2024-2025)**	Net Change (Current vs. Proposed)
10 - 19 yd.	$203.58	**$208.10**	2.22%
20 - 29 yd.	$268.68	**$274.65**	2.22%
30 yd. & up	$318.53	**$325.61**	2.22%

GILTON SOLID WASTE MANAGEMENT - FRANCHISE AREA #2

Service	Approved Rates (FY 2023-2024)	**Proposed Rates (FY 2024-2025)**	Net Change (Current vs. Proposed)
10 - 19 yd.	$200.86	**$204.37**	1.75%
20 - 29 yd.	$262.95	**$267.54**	1.75%
30 yd. & up	$311.83	**$317.28**	1.75%

TURLOCK SCAVENGER - FRANCHISE AREA #3

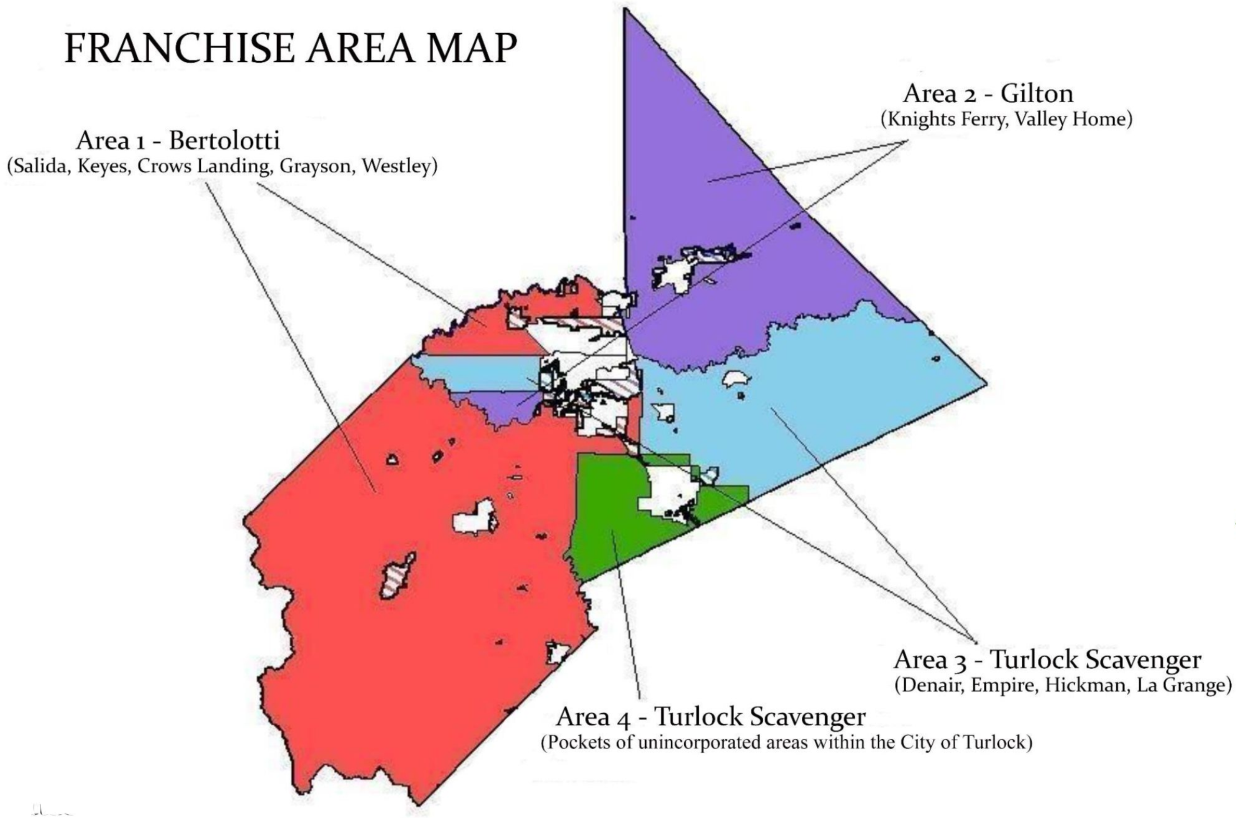
Service	Approved Rates (FY 2023-2024)	**Proposed Rates (FY 2024-2025)**	Net Change (Current vs. Proposed)
10 - 19 yrd.	$247.26	**$250.57**	1.34%
20 - 29 yrd.	$247.26	**$250.57**	1.34%
30 yrd. & up	$247.26	**$250.57**	1.34%

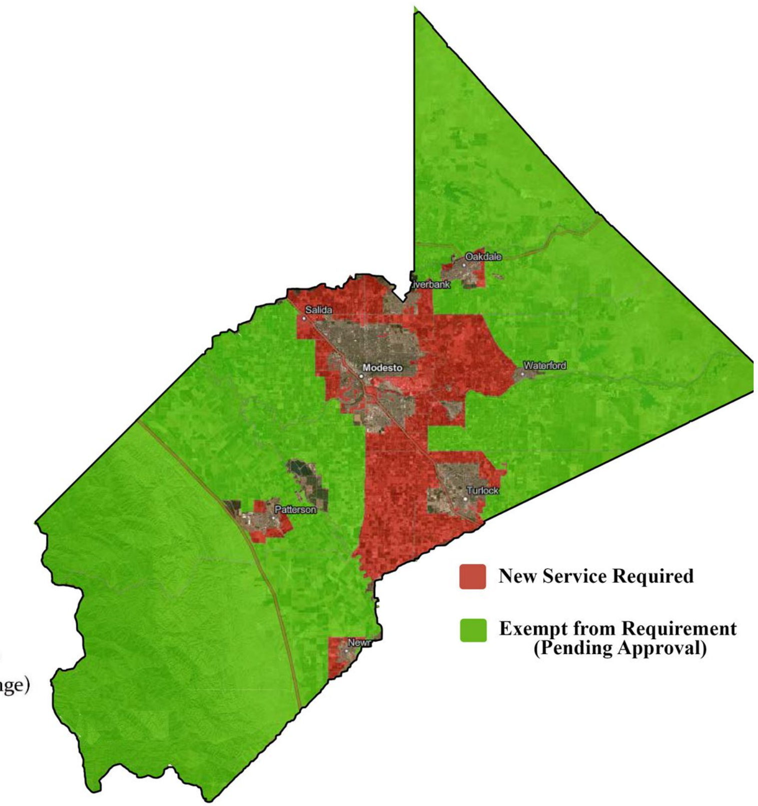
TURLOCK SCAVENGER - FRANCHISE AREA #4

Service	Approved Rates (FY 2023-2024)	**Proposed Rates (FY 2024-2025)**	Net Change (Current vs. Proposed)
10 - 19 yd.	$156.03	**$157.84**	1.16%
20 - 29 yd.	$205.07	**$207.45**	1.16%
30 yd. & up	$242.98	**$245.79**	1.16%

SPECIAL SERVICES - RESIDENTIAL "SPECIALS" & COMMERCIAL BINS

Service	Approved Rates (FY 2023-2024)	**Proposed Rates (FY 2024-2025)**	Net Change (Current vs. Proposed)
3 yd. Bin	$103.03	**$105.40**	2.30%
4 yd. Bin	$112.39	**$114.97**	2.30%
6 yd. Bin	$121.76	**$124.56**	2.30%





Attachment 2

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office | BOARD AGENDA:6.B.4
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES | 4/5 Vote Required: No

SUBJECT:

Acceptance of an Update on Stanislaus County's $5 Million Investment to Stanislaus Equity Partners, Inc., a 501(c)(3) Non-Profit Corporation, to Provide Services to Disproportionately Impacted Communities in Stanislaus County

STAFF RECOMMENDATION:

1. Accept an update from Stanislaus Equity Partners, Inc. on services provided to disproportionately impacted communities in Stanislaus County.

DISCUSSION:

Background – Stanislaus Equity Partners, Inc. (STEP)

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, part of the American Rescue Plan Act (ARPA), was signed into law by President Biden on March 11, 2021. The bill included $65.1 billion in direct, flexible aid to every county in America. An additional $65.1 billion was allocated to states, metropolitan cities, and non-entitlement units of local government. The United States Department of the Treasury oversees and administers these payments to state and local governments, and every county is eligible to receive a direct allocation from the Treasury. Municipalities and counties received funds in two tranches – 50 percent in 2021 and the remaining 50 percent no earlier than 12 months from the first payment. Funds must be encumbered by December 31, 2024, and all projects funded with ARPA must be completed by December 31, 2026.

Stanislaus County was allocated $107 million through ARPA. On May 18, 2021, the Board of Supervisors (Resolution No. 2021-0210) considered various strategic priorities for the $107 million and supported providing a $5 million investment, for both operational support and development funds, to Stanislaus Equity Partners, Inc. (STEP), an emerging community development corporation. The $5 million investment would allow STEP to make immediate and direct impacts in the community. The Board of Supervisors also directed staff to negotiate an agreement with STEP to memorialize the terms and conditions for the $5 million investment and return to the Board of Supervisors for final approval.

On October 26, 2021, the Board of Supervisors (Resolution No. 2021-0522) authorized the Chief Executive Officer to execute a $5 million agreement with STEP to provide services to disproportionately impacted communities in Stanislaus County. STEP has two core initiatives – *Pathways to Homeownership* and *Economic & Resource Development. Pathways to Homeownership* includes collaborating with local housing partners to facilitate the development of innovative and cost-effective housing projects; acting as a convener in advocacy of unique pathways to homeownership across sectors; partnering with financial institutions to recreate financial products and services and providing technical and administrative support. The *Economic & Resource Development* initiative will focus on providing business services to underserved communities and micro-enterprise development as a pathway to self-sufficiency. The agreement allows STEP to utilize the funds to establish the community development corporation, and meet target goals and five main objectives:

1. Facilitate the development of innovative and cost-effective housing projects, such as accessory dwelling units (ADUs), tiny home villages, transitional housing, non-profit housing development projects, workforce housing, and other unique housing models;
2. Identify available properties and lots to maximize current land-use, facilitate the construction of cost-effective housing projects, and the preservation of existing units in distressed communities;
3. Connect low- to moderate-income households and other disproportionately impacted community members to access resources, capital, and financial products for the purchase or lease of affordable housing options;
4. Catalyze partners and/or provide financial literacy, educative services, and technical training as a basic component of affordable housing and sustainability to program beneficiaries, to empower families to improve their financial health and accumulate wealth;
5. Provide economic and resource development services to individuals and businesses, particularly those in at-risk and/or minority-owned categories, including access to capital, resources, and technical assistance.

While target goals and objectives represent the fundamental intention of the agreement, the proposed activities may change over time and do not represent an exhaustive list of activities. The County recognizes the housing and financial landscape is always changing and understands and supports the need for STEP to have flexibility and versatility in meeting the goals and objectives of the agreement. (See Attachment 1 – STEP Scope of Work)

The agreement also requires STEP to provide quarterly project and expenditure reports and an annual performance report to the County. Throughout the term of the agreement, the County will maintain a County representative as a voting member on the STEP's Board of Directors. The County representative shall be designated by the County Chief Executive Officer (CEO) and shall serve at the will of the County CEO.

Upon execution of the agreement, STEP was paid $2,100,000 of which $600,000 was utilized to run STEP's Core Initiatives and $1,500,000 was used to support the Objectives and Target Goals. In July 2022, an additional $400,000 was paid to STEP to facilitate its Core Initiatives. To request additional funds, STEP submits a formal request to the County, including details of the activities and indicating to which Objectives and Target Goals the funds will be utilized, which is reviewed and approved, or denied, by staff designated by the County CEO.

Since October 2021, STEP has submitted and been approved for three additional funding requests: $142,452 for gap funding to purchase a seven-unit apartment complex in Modesto, $509,250 for two tiny home villages in Modesto and Riverbank, and $1,848,298 for a 20-unit newly constructed multi-family apartment complex in Hughson. STEP partnered with Stanislaus Regional Housing Authority (SHRA) in the purchase of the real property located at 6764 Walker Lane in Hughson. The property will provide permanent supportive housing for community members who are at-risk for or are experiencing homelessness in Stanislaus County, including voucher holders of Stanislaus County Behavioral Health and Recovery Services (BHRS). Additional information will be provided at the next STEP update regarding the Hughson site.

Background – California Microbusiness COVID-19 Relief Grant Program

In 2021, the California Microbusiness COVID-19 Relief Grant Program (MBCRG) was created to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic. On January 26, 2022, the California Office of the Small Business Advocate (CalOSBA) issued a Request for Proposals for eligible grantmaking entities to administer the program. On March 8, 2022, the Board of Supervisors (Board Resolution No. 2022-0095) authorized STEP as the grantmaking entity for Stanislaus County's California MBCRG allocation in the amount of $700,826.

Under the MBCRG Program, a qualified microbusiness must have begun its operation prior to December 31, 2019; was significantly impacted by the COVID-19 pandemic; had less than $50,000 in revenues in the 2019 taxable year; and currently has fewer than five full-time equivalent employees the 2019 and 2020 taxable years. The maximum grant award for an eligible microbusiness was $2,500. The MBCRG Program closed on June 30, 2023, with a total of $90,000 in grants distributed.

Update

STEP has been providing quarterly project and expenditure reports and annual performance reports, as required under the agreement. In addition, STEP has provided regular updates to keep both the Board of Supervisors and the public apprised of the work performed: on August 9, 2022 (Resolution No. 2022-0429), February 7, 2023 (Resolution No. 2023-0052), June 20, 2023 (Resolution No.2023-0309), August 29, 2023 (Resolution No. 2023-0441), November 28, 2023 (Resolution No. 2023-0614), and February 27, 2024 (Resolution No. 2024-0072). The most recent update from STEP, dated May 14, 2024, is provided as Attachment 2.

POLICY ISSUE:

Approval of the staff recommendation documents STEP'S compliance with the contract terms and conditions for annual reporting on performance resulting from services provided to disproportionately impacted communities in Stanislaus County.

FISCAL IMPACT:

STEP has received a total of $5 million in ARPA funds to-date; there are no additional funds to be paid to STEP. Pursuant to ARPA guidelines, STEP may use the funds to cover eligible costs incurred March 3, 2021, through December 31, 2024.

There is no fiscal impact associated with approval of this item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priorities *Supporting a Strong and Safe Community, Supporting a Healthy Community, Developing a High-Performing Economy, Delivering Efficient Public Services*, and *Enhancing Community Infrastructure* by ensuring that ARPA funds are strategically dedicated to local priorities that support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by providing services to disproportionately impacted communities in Stanislaus County.

STAFFING IMPACT:

Existing staff in the Chief Executive Office are supporting this effort.

CONTACT PERSON:

Tina M. Rocha, Assistant Executive Officer 209-525-6333

ATTACHMENT(S):

1. STEP Scope of Work
2. Update - May 2024

ATTACHMENT 1

EXHIBIT A

A. SCOPE OF WORK

1. Pursuant to section 603(c)(1)(A) of section 9901 of the Social Security Act, the CSLFRF funds provided under this agreement are intended to respond to the public health emergency with respect to its negative economic impacts. Subrecipient will support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by providing services to disproportionately impacted communities in Stanislaus County. Subrecipient will achieve this through a variety of activities including the facilitation and development of innovative and cost-effective housing units, which will provide families on the poverty line better access to homeownership and cost-effective housing options, and access to capital to support and invest in low to moderate income entrepreneurialism as a pathway to self-sufficiency.

2. The Subrecipient shall provide services under this Agreement pursuant to the terms and conditions set forth herein and as required directly by the U.S. Treasury as stated in **Exhibit C**, as provided by the U.S. Department of the Treasury. See **Exhibit A-1** for identified objectives, target goals and proposed activities.

B. COMPENSATION

1. The Subrecipient shall be compensated for the services provided under this Agreement in furtherance of the objectives stated herein, inclusive of responding to the public health emergency with respect to its negative economic impacts; supporting a strong and equitable recovery from the COVID-19 pandemic and economic downturn by providing services to disproportionately impacted communities in Stanislaus County.

2. A total of $5,000,000 will be paid to Subrecipient for establishing the community development corporation known as Stanislaus Equity Partners, Inc. and to run its two core initiatives – "Pathways to Homeownership" and "Economic & Resource Development" (hereinafter "Core Initiatives"); and to meet the Objectives and Target Goals set forth in Exhibit A-1 (hereinafter "Objectives and Target Goals").

3. Subrecipient will be compensated based on the following schedule:

   a. Upon execution of the Agreement, $2,100,000 will be paid to Subrecipient. Of this amount, $600,000 is to run its Core Initiatives and $1,500,000 is to support the Objectives and Target Goals.

   b. In July 2022, an additional $400,000 will be paid to Subrecipient to facilitate its Core Initiatives within the permissible use categories as defined by the U.S. Treasury Final Rule.

   c. The remaining $2,500,000 will be paid to Subrecipient at intervals and in amounts as requested by the Subrecipient upon assurance that the requested additional funds will comport to the permissible use guidelines set forth by the U.S. Treasury. (Depending on the timing of the obligation of these funds, the permissible uses may be defined by either the ARPA Interim Final Rule and/or ARPA Final Rule. Only projects which are obligated prior to the official adoption of the ARPA Final Rule, will be allowed to rely upon the stated permissible uses of the ARPA Interim Final Rule.) To request additional funds to support the Objectives and Target Goals, Subrecipient will:

i. Submit a formal request to the County. The request shall include details of the activities and shall indicate to which Objective in **Exhibit A-1** the funds will be utilized. Such category must also meet the permissible use guidelines as provided by the U.S. Treasury and the ARPA Final Rule.

ii. Within 10 business days of submittal to the County, the formal request will be reviewed and approved/denied by the County. The Chief Executive Officer will designate the staff to review the request.

iii. If approved, payment will be issued to the Subrecipient.

iv. If denied, the Subrecipient will have the opportunity to update the formal proposal and resubmit it to the County for consideration.

d. For all funds distributed pursuant to this category, Subrecipient warrants that any funds utilized to cover the portion of administrative costs and/or indirect costs correspond to the permissible use categories set forth in the ARPA guidelines and comport with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

e. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed $5,000,000, including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Subrecipient to perform or to assist in the performance of its work under this Agreement.

C. INVOICING AND BILLING

1. Invoices

a. Invoices shall be submitted to:
Stanislaus County Chief Executive Office
Attention: Tina Rocha, Deputy Executive Officer
1010 Tenth Street, Suite 6800
Modesto, CA 95354

b. Supporting documentation shall accompany each invoice: copies of signed or electronically approved employee time studies/timecards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies of paid receipts / invoices of all Subrecipient operational costs billed to this Agreement.

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

i. County Chief Executive Office staff shall notify Subrecipient to obtain necessary additional documentation or clarification.

ii. Subrecipient shall respond within three business days with required additional documentation or clarification to avoid disallowances/partial payment of invoice.

iii. All invoices containing expenses that need additional documentation or clarification not provided to County within three business days of request shall have those expenses disallowed and only the allowed expenses shall be paid.

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

d. Payments

i. If the conditions set forth in this Agreement are met, County shall pay, on/or before the thirtieth (30th) day after receipt of a complete and accurate invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed and/or proper backup documentation is provided.

ii. County shall not pay for unauthorized services rendered by Subrecipient or for the claimed services which County monitoring shows have not been provided as authorized.

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

D. ANNUAL REPORTING REQUIREMENTS

1. Subrecipient shall use **Exhibit D** to provide an annual performance report.

2. The initial report will cover the period from the date the contract was executed to the following June 30th and will be due to the Recipient within 15 calendar days after the end of the reporting period. Thereafter, the report will cover a 12-month period and subrecipients will be required to submit the report to Recipient within 15 calendar days after the end of the 12-month period (by July 15th of each year).

E. QUARTERLY REPORTS AND DOCUMENTATION OF EXPENDITURES

1. Subrecipient shall use **Exhibit E** to provide a quarterly project and expenditure report.

2. The initial report will cover the period from the date the contract was executed through the end of the Calendar Quarter and will be due to the Recipient within 15 calendar days after the end of the reporting period. Thereafter, the report will cover one Calendar Quarter and subrecipients will be required to submit the report to Recipient within 15 calendar days after the end of the quarter.

3. Calendar Quarter shall mean the periods ending on March 31, June 30, September 30, and December 31 of each calendar year.

F. COUNTY REPRESENTATIVE ON SUBRECIPIENT'S BOARD

The Subrecipient shall, from the date of execution of this Agreement and throughout the term of the Agreement, maintain a County representative as a voting member on its Board of Directors. Such County representative shall be designated by the County's Chief Executive Officer and shall serve at the will of the County's Chief Executive Officer. Subrecipient's by-laws shall reflect this requirement.

EXHIBIT A-1

Objectives	Target Goals[1]	Proposed Activities[2]	Measurable Equitable
Facilitate the development of innovative and cost-effective housing projects, such as accessory dwelling units (ADUs), tiny home villages, transitional housing, non-profit housing development projects, workforce housing, and other unique housing models	Create 2 prototypes in 24 months - ADUs and tiny home villages	Prototype scalable housing options, promote the creation of additional units	A, B, C, F
	Develop an additional 2 units within 24 months and additional 2 units within 36 months; complete usable, comprehensive website; complete outreach campaign	Create a one-stop-shop prototype in Stanislaus County for ADUs	A, B, C, F, G
Identify available properties and lots to maximize current land-use, facilitate the construction of cost-effective housing projects, and the preservation of existing units in distressed communities	Complete one (1) development within 36 months	Build out multi-family and/or single-family development, targeting disproportionately impacted community members	A, C, F
	Identify two (2) properties for development in 24 months, targeting disproportionately impacted communities	Connect with strategic partners, donors, and agencies to identify, acquire, and build out housing projects	A, C, F
	Maintain land lease on 2 properties to generate fee income for land leases ($2,000 / year x 12 units - $24,000 in Year 2, expected to double in Year 3, $48,000, and double again by Year 5, $96,000)		A, C, D
	Evaluate use of available/applicable Opportunity Zones to match community buyers with available tax preferential credits, particularly in Year 2 and 3 to capitalize on sunsetting Congressional cap		C, F
Connect low-to-moderate income (LMI) and other disproportionately impacted community members to access resources, capital, and financial products for the purchase or lease of affordable housing options	Facilitate the completion of at least 12 mortgages for LMI families per year	Work with strategic partners, such as CDFIs and other financial institutions, to develop unique loan products and services to LMI families, including low-interest mortgages with zero or near zero down payment, and other supportive products, services and programs not available in Stanislaus County.	A, C, D, E, F
		Determine eligibility of participants in this program using the participant's household income (open to method(s) use to determine eligibility)	
	Attract acquisition fee costs from financial institutions ($1,000 per loan projects, projected $6,000 Year 1, $12,000 Year 2, $18,000 Year 3, $24,000 Year 4, and $30,000) for sustainability		C, D
	Launch a minimum of three (3) unique loan products geared to LMI families, including auto lending loans, mortgages, and programs geared to LMI clients.	Provide technical assistance to financial institutions to develop products and services specifically targeting disproportionately impacted communities	A, C, D, E, F
	Identify opportunities in disproportionately impacted communities (DICs) to facilitate the development of community-serving neighborhood, social, or commercial activities, such as multi- or mixed-use community centers and other community needs	Complete community outreach and advocacy to identify and assist LMI clients	D, E, F, H

Objectives	Target Goals[1]	Proposed Activities[2]	Measurable Equitable
Catalyze partners and/or provide financial literacy, educative services, and technical training as a basic component of affordable housing and sustainability to program beneficiaries, to empower families to improve their financial health and accumulate wealth	Conduct a minimum of 12 financial literacy trainings and educate over 100 disproportionately impacted community members per year, beginning year 2	Enter in MOUs with strategic partners, particularly financial institutions, to develop ongoing trainings with culturally relevant information and preferred language(s)	D, E, F, G
	Identify opportunities in disproportionately impacted communities (DICs) to facilitate the development of community-serving neighorhood, social, or commercial activities, such as multi- or mixed-use community centers and other community needs situated in DICs	Convene financial institutions, educational, municipal, non-profit, corporate and other partners, as well as city and county agencies to align resources for disproportionately impacted communities and community members	D, F, G,
		Complete community outreach to identify and assist LMI clients	D
Provide economic and resource development services to individuals and businesses, particularly those in at-risk and/or minority-owned categories, including access to capital, resources and technical assistance	Provide technical assistance services and outreach to 35-50 at-risk and underserved communities per year, beg Year 2	Provide small business services and technical assistance to underserved communities, including consulting services and access to capital, grow micro-enterprise development and technical assistance to support and invest in LMI entrepreneurialism as a pathway to self-sufficiency	D, H, I
	Support growth of micro-enterprise activities, developments, and businesses, particularly in disproportionately impacted communities	Complete community outreach to identify and assist LMI clients and businesses	D, H, I

Measurable Equitable Outcomes

A - Increased affordable housing options/inventory for disproportionately impacted community members

B - Creation of replicable model to increase more housing options or rentals

C - Increase number of Latin-x, BIPOC, minority-owned homeowners in Stanislaus County

D - Increase number of LMI community members that have access to affordable financial services and product

E - Decreased predatory lending practices and lending companies, particularly in targeted disproportionately impacted communities

F - Increased economic mobility among disproportionately impacted community members across Stanislaus County

G - Increased sharing of resources and greater uniformity among agencies

H - At-risk businesses have greater technical support and access to resources and capital

I - Increased entrepreneurial activities, micro-enterprise development, and support, particularly for at-risk businesses, in Stanislaus County

Footnotes

[1]Timelines assume project development funding availability

[2]Proposed activities may change over time and do not represent an exhaustive list of activities within scope of work

Stanislaus Equity Partners

CONNECTING NEIGHBORS, RESOURCES & OPPORTUNITIES

MAY 14
2024

Pathways to Housing

221 E. Orangeburg Ave. Modesto

PROJECT SUMMARY

221 E. Orangeburg Ave. Modesto, CA

The Village at Free Will Baptist Church (FWBC) is a nine unit Micro-Home Village set on excess property at FWBC. The village is dedicated for permanent housing for families at risk of homelessness. The project is made up of six - 400sf two bedroom units, two - 600sf four bedroom unit and one - 800sf four bedroom ADA accessible unit which will house up to 40 individuals.

Village to be completed by June 2024.

DEMOGRAPHICS

DATA NOT AVAILABLE

KEY HIGHLIGHTS

- Owner: Free Will Baptist Church
- Developer: STEP
- Project Management:Rehabilitation Restoration. Respite (R3)
- Supportive Services: Center For Human Services & Modesto Family Promise
- Property Management: StanCo / Free Will Baptist Church

UPDATES SINCE LAST REPORT

- Property Management & Resident Services Plan being developed.
- Future residents being identified.
- Modesto Irrigation District (MID) transformer and connection delayed.

UPDATE - MAY 14, 2024

Stanislaus Equity Partners

1935 G Street
Modesto, CA 95354
www.sta

Pathways to Housing

2201 Morrill Ave. Riverbank

PROJECT SUMMARY

2201 Morrill Ave. Riverbank, CA

The Village on Morrill is an eight unit Micro-Home Village set on excess property at The Bridge Covenant Church. The village is dedicated to house between 16 - 32 extremely low income (ELI) residents from the Center For Human Services client list. The project is made up of six - 400sf two bedroom units, one - 600sf four bedroom unit and one - 800sf four bedroom ADA accessible unit. The project will also include a playground and raised garden beds for the residents. Village to be completed by August 2024.

Phase 2 of the development will consist of six single family homes which will provide a pathway to home ownership for Workforce families.

DEMOGRAPHICS

DATA NOT AVAILABLE

KEY HIGHLIGHTS

- Owner/Developer: STEP
- Project Management: Rehabilitation, Restoration, Respite (R3)
- Supportive Services: Center For Human Services (CHS)
- Property Management: Stanislaus County Affordable Housing (StanCo)

UPDATES SINCE LAST REPORT

- Property Management & Resident Services Plan being developed.
- Future residents being identified.
- Modesto Irrigation District (MID) transformer and connection delayed.

UPDATE - MAY 14, 2024

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1935 G Street
Modesto, CA 95354
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Pathways to Housing

E. Morris Ave. Modesto

PROJECT SUMMARY

The project at E. Morris Ave in Modesto, CA is a 45 unit affordable housing development on a one acre site which was donated to STEP.

In this blended community model, 50% of the units are dedicated to residents in need of supportive services. The balance of the units would be unrestricted and could house families, seniors, transitioning youth, etc.

STEP is partnering with Self Help Enterprises, an affordable housing development organization, as the lead developer on the project.

DEMOGRAPHICS

DATA NOT AVAILABLE

KEY HIGHLIGHTS

- Owner: STEP
- Developer: Self Help Enterprises
- 45 units
- Funded partially through the City of Modesto's current Request For Proposals (RFP)
- Completion by year end 2026

UPDATES SINCE LAST REPORT

- Capital Stacking for Funding
- Working on neighbor parking easements

UPDATE - MAY 14, 2024

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Pathways to Housing

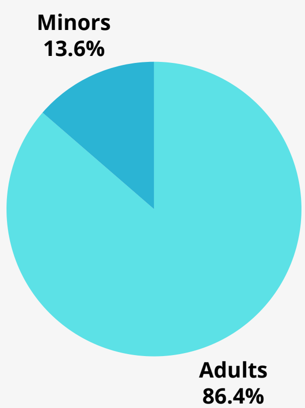
Walker Point . Hughson

PROJECT SUMMARY

Walker Point is a 20-unit, multi-family complex that provides permanent supportive housing for community members who are at-risk for or are experiencing homelessness in Stanislaus County, including voucher holders of Stanislaus County Behavioral Health and Recovery Services (BHRS). The Property houses between 19-25 at-risk community members in immediate need of affordable housing.

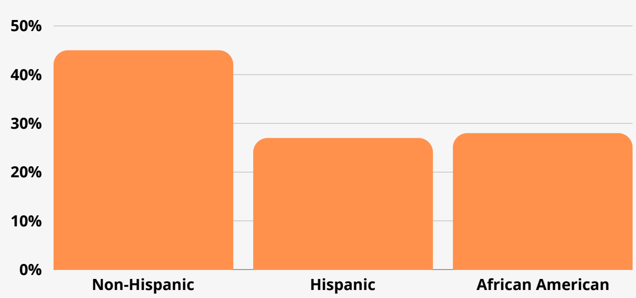
Stanislaus Equity Partners (STEP) provided $2,000,000 in gap funding to the Stanislaus Regional Housing Authority for the purchase and completion of Walker Point.

DEMOGRAPHICS



Minors 3

Adults 19



KEY HIGHLIGHTS

- Address: 6764 & 6768 Walker Ln. Hughson, CA
- 20 units: 19 resident units - 1 managers suite.
- Residents: 22 Extremely Low Income (ELI) Clients
- Supportive Services: Behavioral Health and Recovery Services
- Owner: Stanislaus Regional Housing Authority
- STEP Role: Gap Funder

UPDATES SINCE LAST REPORT

- Fully occupied as of Q1 2024
- Ongoing collaboration between the Housing Authority and BHRS for the long-term success of the project and health of its residents.

UPDATE - MAY 14, 2024

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Pathways to Housing

Accessory Dwelling Units

PROJECT SUMMARY

West Modesto

- STEP's first Accessory Dwelling Unit (ADU) was built in West Modesto to showcase The Backyard Homes Project, a collaboration with Stanislaus Community Foundation to determine the feasibility of ADU's as a good source of infill housing and wealth building in lower income communities. Completed in the fall of 2022, this unit currently houses a low-income Hispanic couple.

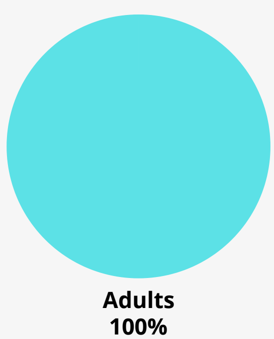
Modesto

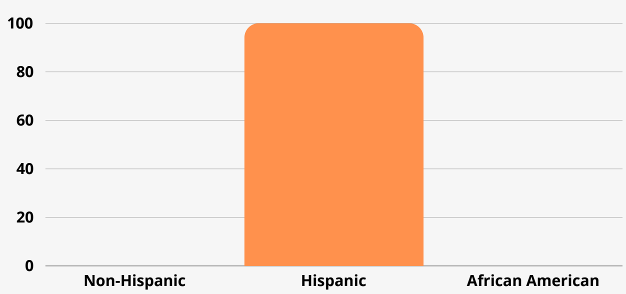
- This 340sf Jr. ADU is an owner built unit within their existing garage. The Extremely Low Income (ELI) client, who lives with and is cared for by elderly parents, struggles with mental illness. He needed his own space but could not financially complete the project. STEP was able to assist in the completion and the permitting of the project.

DEMOGRAPHICS

Male - 2

Female - 1





KEY HIGHLIGHTS

West Modesto

- Low Income Hispanic Couple
- Builder: STEP
- Unit: 748sf - 2 bdrm - 1 bath

Modesto

- Extremely Low Income(ELI) individual
- Builder: Owner Built
- Unit: 340sf - Studio / 1 bath

UPDATES SINCE LAST REPORT

- ADU in West Modesto was completed in Q3 of 2022.
- Jr ADU - Completed in March 2023

UPDATE - MAY 14, 2024

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Economic & Resource Development

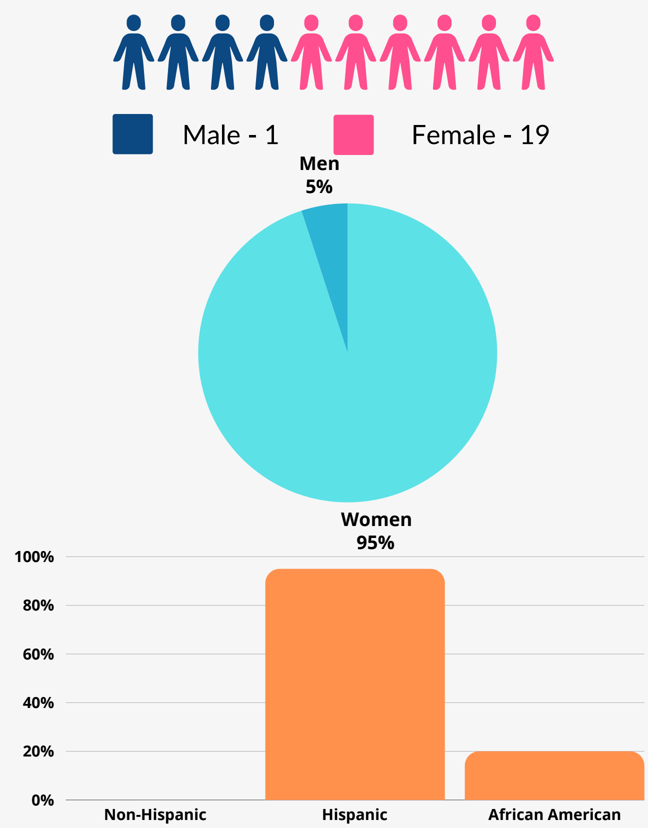
Microbusiness Development Hub

PROJECT SUMMARY

STEP created the Micro-Business Development Hub (MBDH) annual cohort that serves Black, Indigenous, and people of color (BIPOC) entrepreneurs throughout the County back in 2022. Each cohort was six months long with 15-20 participants and a six-month mentorship following the cohort. The Hub's third year (2024) will have six - six week sessions. The Hub provides the space for micro-business entrepreneurs in Stanislaus County to come together to learn from business experts, share their entrepreneurship experiences with each other, and build community. Hub modules include:

- Business Strategy
- Business Fundamentals
- Financial Planning and Business Funding
- Marketing and Business Communication

2024 DEMOGRAPHICS



KEY HIGHLIGHTS

- Cohorts offered in Spanish + English
- Hub's focus on providing technical assistance, access to capital and access to networks
- 6 - 6 week cohorts in 2024. Three rounds of cohorts throughout year.

UPDATES SINCE LAST REPORT

- February-March Cohorts Round 1 of 3 completed
  - Spanish held at Self-Help Federal Credit Union
    - Participants: 16
  - English held at Turlock Chamber of Commerce
    - Participants: 4
- May-June Cohorts Round 2 of 3
  - Spanish and English to be held at STEP's new office

UPDATE - MAY 14, 2024

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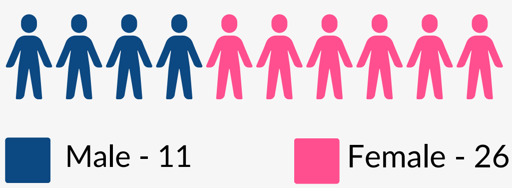
Economic & Resource Development

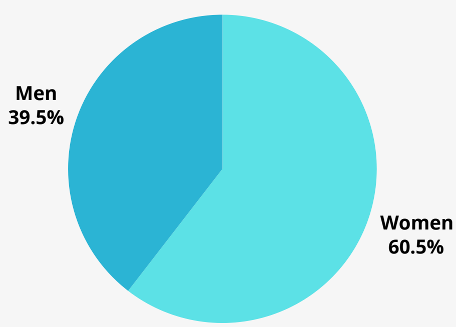
Stanislaus County Workforce Development Contract:
Underserved Business Services Sector Strategy + COVID Relief Grant Recipient Updates

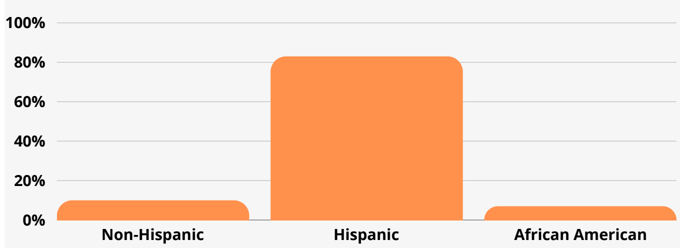
PROJECT SUMMARY

- **Providing a connection from the underserved business community to County Workforce Development to provide services.**
  - Two listening sessions
    - Gather data on business community experiences and needs
  - Three workshops. Possible Themes:
    - Access to Capital: Business Loan Readiness (Workshop held 12/5/23 in Ceres)
    - Access to Networks: Networking 101
    - Access to Technical Assistance: HR + Staffing
  - Create space for business leadership group to convene and continue after sessions and workshops
  - 1,000+ phone calls being made for COVID relief grant recipient updates
    - Still in business?
    - Did aid help businesses health?
    - Jobs created?
    - Jobs saved? Etc.

DEMOGRAPHICS







KEY HIGHLIGHTS

- **First listening session had over 30 attendees including small business owners, our staff, volunteers and supporting partners**
- **Outreach of over 300 businesses in the county**
  - **Flyers + in-person outreach**
  - **Emails**
  - **Social Media**
- **50+ calls and conversations made for COVID relief grant (more to come)!**

UPDATES SINCE LAST REPORT

- First workshop held in December 2023 in collaboration with Valley Sierra Small Business Development Center
- Second listening session held 2/1/24 in Spanish and English
  - RSVP's over 30 entrepreneurs
  - Over 10 Volunteers + Partners

UPDATE - MAY 14, 2024

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Economic & Resource Development

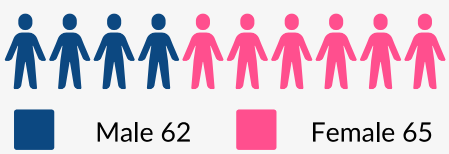
Microbusiness Covid 19 Relief Grant (MBCRG)

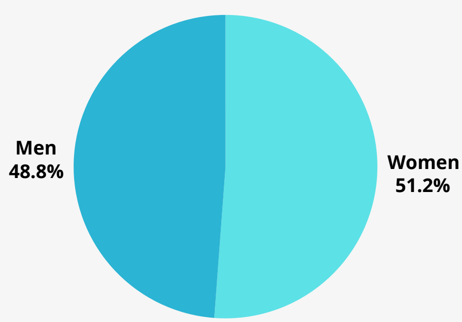
PROJECT SUMMARY

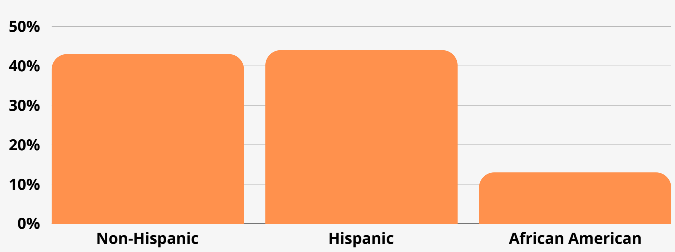
The County of Stanislaus, in partnership with Stanislaus Equity Partners, provided $90,000 in grants to small businesses in Stanislaus County that have been affected by COVID-19 and did not receive funding from the CA Relief Grant Program. Grants in the amount of $2,500 will be distributed throughout Stanislaus County.

MBCRG Applications by cities (127 total applications):
Ceres- 4, Denair- 1, Hughson- 1, Modesto- 82, Newman- 2, Oakdale- 1, Riverbank - 4, Salida- 6, Turlock- 21, Waterford- 1, Outside of County*- 4 (*Do not qualify for funding)

DEMOGRAPHICS







KEY HIGHLIGHTS

- MBCRG closed on June 30th, 2023.
- $90,000 in grants (of $2,500 each) distributed.
- Business owners are using funds to stay in business.
- Outreach materials in English and Spanish.

"Thanks to the grant, we are growing beyond our expectations. The grant helped us invest in the services needed for our team's commercial growth. We are grateful for the support of our business." - Grant Recipient

UPDATES SINCE LAST REPORT

- Program Completed on June 4th, 2023

Attachment: Update - May 2024 (STEP Update)

UPDATE - MAY 14, 2024

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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Aging and Veteran Services

BOARD AGENDA:6.B.5
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Adopt a Resolution for the Multipurpose Senior Services Program, Along With Approval of an Agreement with the California Department of Aging in the Amount of $1,071,200 for the Term of July 1, 2024 Through June 30, 2025

STAFF RECOMMENDATION:

1. Adopt a resolution for the Multipurpose Senior Services Program agreement MS-2425-14 with the California Department of Aging (CDA) for the term of July 1, 2024, through June 30, 2025.
2. Approve the agreement MS-2425-14 with the CDA for the Multipurpose Senior Services Program in the amount of $1,071,200 for the term of July 1, 2024, through June 30, 2025.
3. Authorize the Director of the Department of Aging and Veterans Services, Area Agency on Aging, to sign agreement MS-2425-14 and subsequent amendments for the term of the agreement, budget permitting up to $200,000, and consistent with the County Purchasing Policy.

DISCUSSION:

The Area Agency on Aging (AAA) is recognized by the Federal Administration for Community Living as the local agency for advocacy, planning, and program development on behalf of older persons in Stanislaus County. The AAA contracts with the California Department of Aging to provide Older Americans Act Programs, such as the Multipurpose Senior Services Program (MSSP) for senior citizens in Stanislaus County, and the program is administered directly by the AAA.

The MSSP is a social services/health case management program designed to delay institutional placement of frail older adults. Services include assessments, regular contact, and coordinated supervision by the MSSP Case Manager and Nurse. The program purchases various contracted services and equipment to ensure clients' safety in their homes. Services include but are not limited to, personal care, chore services, respite care for live-in caregivers, and communication services for clients to use in emergency situations. Equipment could include but is not limited to, wheelchair ramps, bathtub grab bars, new front doors, or new door locks.

It is recommended that the Board of Supervisors adopt a resolution and approve agreement MS-2425-14, in the amount of $1,071,200, for the MSSP contract, from July 1, 2024, through June 30, 2025.

POLICY ISSUE:

By approving the agreement with the California Department of Aging, the AAA will continue to fulfill the mandates set in the federal Older Americans Act and the California Code of Regulations to provide services enhancing the lives of older adults, caregivers, and persons with disabilities. Section 3.05 of the State Department of General Services contracting manual requires a county that is a party to a contract with the state to provide a copy of the resolution, order motion, or other similar document from the local governing body.

FISCAL IMPACT:

The total amount of the MSSP agreement is $1,071,200 and has no County Match requirement. Estimated revenue and appropriations for this agreement are included in the Department's 2025 Proposed Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board of Supervisors' priority of *Supporting a Healthy Community* by enabling the Area Agency on Aging Division of the Department of Aging and Veterans Services to continue to provide services to older adults and their caregivers in Stanislaus County.

STAFFING IMPACT:

The administration of the MSSP will be accomplished with existing staff members.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Resolution
2. Agreement

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

Date: May 21, 2024

THE FOLLOWING RESOLUTION WAS ADOPTED:

Approval of Contract for the Multipurpose Senior Services Program with the California Department of Aging

WHEREAS the Area Agency on Aging (AAA) staff provides the direct services for the Multipurpose Senior Services Program; and,

BE IT RESOLVED that the Stanislaus County Board of Supervisors approves the MS-2425-14 contract with the California Department of Aging; and,

BE IT FURTHER RESOLVED that the Stanislaus County Board of Supervisors authorizes the Director of the Department of Aging and Veterans Services (Area Agency on Aging) to sign the MS-2425-14 contract and subsequent amendments to this contract with the California Department of Aging for Fiscal Year 2024-2025.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID: 4260-MS242514

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
MS-2425-14	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
Stanislaus County Dept of Aging and Veterans Services

2. The term of this Agreement is:

START DATE
07/01/2024

THROUGH END DATE
06/30/2025

3. The maximum amount of this Agreement is:

$ 1,071,200 One million, seventy-one thousand, two hundred and 00/100 dollars

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	19 pages
	Exhibit A, Attachment 1	General Information	1 page
	Exhibit B	Budget Detail and Payment Provisions	7 pages
	Exhibit B, Attachment 1	Budget Display	1 page
	Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
	Exhibit D	Special Terms and Conditions	34 pages
	Exhibit E	Additional Provisions Specific to this MSSP Agreement	7 pages
	Exhibit F	HIPPA Business Associates Addendum	10 pages
	Exhibit G	Catchment Area Zip Codes	1 page

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 Dept of Aging and Veterans Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
3500 Coffee Rd, Suite 19	Modesto	CA	95355-1315

PRINTED NAME OF PERSON SIGNING	TITLE
MARGIE PALOMINO	DIRECTOR
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	Chief, Business Management Bureau
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	AG OP 80-111

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY Lori Sicard, Deputy County Counsel
DATE: 4-17-24

Page 1 of 1

Attachment: Agreement (Approve MSSP Contract and Resolution)

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ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The Multipurpose Senior Services Program (MSSP) is a Medi-Cal Home and Community Based Services (HCBS) Waiver, Control Number CA.0141.R07.00 authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act (HCBS Waiver). The primary objectives of the MSSP are to:

1. Avoid the premature placement of frail older persons in nursing facilities

2. Foster independent living in their communities

Pursuant to an Interagency Agreement between Department of Health Care Services (DHCS) and California Department of Aging (CDA), CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP waiver participant population in the catchment area identified in Exhibit G of this Agreement. Individuals eligible for MSSP must be age sixty-five (65) or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code I; and be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be deemed appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's Medi-Cal Fiscal Intermediary (see definition in Article VI of this Exhibit).

ARTICLE III. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing waiver participant applications, determining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each waiver participant's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to its assigned CDA analyst a copy of the organization chart within thirty (30) days of the execution of this Agreement.

2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in

the Waiver. The care management team shall determine waiver participant eligibility based on the criteria specified in the MSSP Site Manual, herein incorporated by reference. This team shall work with the waiver participant throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the waiver participant and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the waiver participant's care plan goals.

4. The Contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP Site Manual as well as participate in required trainings.

B. Care Plan

1. The Contractor's Care Management Team shall perform the MSSP waiver participant's assessments and work with the MSSP waiver participant, family, managed care plans, and others to develop a care plan covering the full range of required psychosocial and health services. The Care Management Team shall continue to work with the MSSP waiver participant to assure that the waiver participant is receiving and benefiting from the services and to determine if modification of the care plan is required.

2. Such MSSP subcontracts shall specify terms and conditions and payment amount and shall assure that subcontractors shall not seek additional or outstanding unpaid amounts from the MSSP participant.

C. Purchased Waiver Services

"Purchased Waiver Services" means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Article VI. The Contractor may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP waiver participant.

1. Prior to purchasing services, the Contractor shall verify, and document its efforts, that alternative resources are not available (e.g., family, friends and/or other community resources)

2. The Contractor may either enter into contracts with subcontractors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

3. The Contractor shall maintain written, signed and dated subcontracts for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the terms of this Agreement:

   a) Adult Day Care (ADC)
   b) Minor Home Repair/Maintenance Services
   c) Supplemental Homemaker, Personal Care and Protective Supervision Services
   d) Consultative Clinical Services
   e) Respite Care
   f) Transportation
   g) Meal Services
   h) Counseling and Therapeutic Services
   i) Communication Services

4. The Contractor shall assure that its subcontractors have the license(s), credentials, qualifications or experience to provide services to the MSSP Participant.

5. The Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP waiver participant.

6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that waiver participant inquiries and requests for service(s) receive prompt response.

D. Case Files

The Contractor shall maintain an up-to-date, centralized, and secured case file record for each waiver participant, consisting, at a minimum, of the following documents prescribed by CDA:

1. Application for the MSSP

2. MSSP Authorization for Use and Disclosure of Protected Health Information

3. Participant Enrollment/Termination Information

4. Level of Care Certification "Level of Care" (LOC) means a clinical certification by the Contractor that a MSSP Applicant or MSSP waiver participant meets the requirement(s) for a nursing facility placement.

5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessment, and MSSP Reassessments

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

6. Care Plan and Service Planning and Utilization Summary (SPUS)

7. Waiver Participant monthly progress notes and other waiver participant-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)

8. Denial or discontinuance letters (Notice of Action)

9. Termination documents

10. Fair Hearing documentation

E. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.

2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:

   a. Waiver participant name, MSSP waiver participant number, Medi-Cal aid code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information

   b. Tracking of Waiver Services and costs

   c. Enrollment and termination dates

   d. Provider Index Report

3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.

4. Generate reports as required by the State.

5. Submit to CDA by the 5th working day of the month (unless otherwise specified by CDA), the active waiver participant count for the preceding month. The active waiver participant count consists of the number of waiver participants actively enrolled in MSSP on the last (business) day of the reporting month. This does not include waiver participant cases closed (or terminated) during the reporting month.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

6. Submit to CDA, by the 5th working day of the month (unless otherwise specified by CDA), the Wait List of participants as of the last day of the previous month. “Wait List” means a list of potential MSSP participants, established, and maintained by the Contractor, when the Contractor has reached its capacity. To ensure compliance with MSSP Waiver requirements and Centers for Medicare and Medicaid Services (CMS) direction, MSSP sites must develop and implement a wait list policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the wait list; periodically reviewing the eligibility and identified needs of applicants on the wait list; and assigning priority for enrollment based on identified needs and level of risk. The Contractor determines the priority of enrollment into the MSSP in accordance with CDA and CMS requirements.

7. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5th calendar day of the following month, ninety-five (95) days from the end of the month of services.

8. Submit claims to the State’s Medi-Cal Fiscal Intermediary (FI), per instructions stated in the Medi-Cal Provider Manual.

F. Enrollment Levels

The Contractor shall maintain a caseload of no less than 95 percent and no more than 105 percent of the specified number of participant slots for the term of contract (12 months). This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor’s active participant count falls below ninety-five percent (95%) of the number of budgeted participant slots for more than three (3) consecutive months, the Contractor shall be required to submit an enrollment plan for review, approval, and monitoring by CDA.

“Participant slot” means a position, whether vacant or filled, which is funded according to a Contractor’s site budget and allocated for a participant during a given month.

G. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of waiver participants they are charged to serve during medical or natural disasters: a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support waiver participants in the event of natural disasters or other public emergencies.

3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.

4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually and as needed when new staff are hired. The training shall consist of:

   a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider

   b. Techniques to obtain vital information from older individuals who require emergency assistance

   c. Written emergency procedures for all staff that have contact with older individuals

5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.

6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

H. Other Provisions

1. The Contractor is relieved of all obligations to arrange for and provide services to a waiver participant under this Agreement after the waiver participant has been terminated from the MSSP and has exhausted their appeal rights.

2. The Contractor shall provide a notice of termination to a waiver participant prior to terminating the Participant from the MSSP and shall reference the MSSP Site Manual to determine how many days' notice are required based on the type of termination code that is used.

3. The Contractor shall administer a subcontractor appeal and adjudication process. The subcontractor appeal and adjudication process must be included in all subcontracts. This process shall assure fair consideration and disposition of subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor. The subcontractor has no right of appeal to CDA.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit G of this Agreement.

5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Bureau. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontracts.

6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER

Services Provided Under the Waiver – Contractors must have the ability to provide the following services to MSSP waiver participants:

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915(c) Home and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

1. **Adult Day Care** (1.1): Will be provided to MSSP waiver participants who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day health support center. Adult Day Care services will be provided when the waiver participant's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons eighteen (18) years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The Department of Social Services (DSS) licenses these centers as community care facilities.

   Adult Day Care centers are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:
   - Support access to the greater community;
   - Be selected by the Participant from among setting options;
   - Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
   - Optimize autonomy and independence in making life choices;
   - Facilitate choice regarding services and who provides them; and
   - Be physically accessible.

   Vendor contracts with Adult Day Care centers must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

2. **Minor Home Repairs and Maintenance** (2.2): Minor Home Repairs do not involve structural changes or major repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible waiver participants are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to waiver participants who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special waiver participant needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or

maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

3. **Non-medical Home Equipment** (2.3): Includes equipment and supplies which address a waiver participant's functional limitation and/or condition, are necessary to assure the waiver participant's health, safety, and independence, and are not otherwise provided through this Waiver or through the State Plan.

   Allowable items:
   Small appliances; large appliances; furniture; home safety devices; clothing-related items; paperwork-related items; organizing items; household items (items that are not specifically designed for home safety, but are necessary to maintain independence and safety in the home); kitchenware; bedding/bath items; exercise equipment; social support/therapeutic activity supplies; personal care items (items related to personal care and the prevention of skin breakdown); health-related supplies (items that have a health component, but are not covered by the State Plan); and incontinence supplies (gloves, wipes, washcloths and creams).

   Experimental or prohibited treatments are excluded as well as those items and services solely for entertainment or recreation. The costs associated with delivery and repairs of the items allowable under this service are also included.

4. **Community Transition Services-** (2.4): These services allow for non-recurring moving and/or set-up expenses for individuals who make the transition from an institution to their own home or apartment in the community. Eligible waiver participants are those who reside in a facility/institution or care provider-owned residence and are transitioning from a facility/institution to their own home or apartment in the community where the person is directly responsible for his or her own living expenses. Allowable expenses are those necessary to enable a person to establish a basic household that do not constitute room and board and may include: (a) security deposits that are required to obtain a lease on an apartment or home; (b) essential household furnishings required to occupy and use a community domicile, including furniture, window coverings, food preparation items, and bed/bath linens; (c) set-up fees or deposits for utility or service access, including telephone, electricity, heating and water; (d) services necessary for the waiver participant's health and safety such as pest eradication and one-time cleaning prior to occupancy; (e) moving services, which may include materials and necessary labor; (f) activities to assess need, arrange for and procure need resources. Community Transition Services do not include monthly rental or mortgage expense; food, regular utility charges; and/or household appliances or items that are intended for purely diversional/recreational purposes.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

5. **Assistive Technology** (2.6): Assistive technology means an item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of participants. Assistive technology service means a service that directly assists a waiver participant in the selection, acquisition, or use of an assistive technology device. Assistive Technology includes: (A) the evaluation of the assistive technology needs of a waiver participant, including a functional evaluation of the impact of the provision of appropriate assistive technology and appropriate services to the participant in the customary environment of the waiver participant; (B) services consisting of purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices for participants; applying, maintaining, repairing, or replacing assistive technology devices; (C) services consisting of selecting, designing, fitting, customizing, adapting; (D) coordination and use of necessary therapies, interventions, or services with assistive technology devices, such as therapies, interventions, or services associated with other services in the care plan. The costs associated with delivery and repairs of the items allowable under this service are also included.

   Examples include, but are not limited to, a transfer pole, grabber/reacher, dressing aid or sock aid, etc.

6. **Supplemental Homemaker Services** (3.1): are for purposes of household support and applies to the performance of household tasks rather than to the care of the waiver participant. Homemaker activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance. waiver participant instruction in performing household tasks and meal preparation may also be provided.

   The care manager completes a health and psychosocial assessment which assess all waiver participant needs including the need for homemaker services and personal care. The assessments also consider IHSS services in place and whether the waiver participant's needs are being met.

   Supplemental Homemaker Services under the MSSP Waiver are limited to additional services not otherwise covered under the State Plan or under IHSS, but consistent with the Waiver objectives of avoiding institutionalization.

   Services purchased using 3.1 can supplement but not supplant IHSS.

7. **Supplemental Personal Care** (3.2): This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL). These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of

repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). waiver participant instruction in self-care may also be provided; may also include assistance with preparation of meals but does not include the cost of the meals themselves.

Supplemental Personal Care under the MSSP Waiver is limited to additional services not otherwise covered under the State Plan or under IHSS, but consistent with the Waiver objectives of avoiding institutionalization. Services are provided when personal care services furnished under the approved State Plan limits are exhausted. The scope and nature of these services do not differ from personal care services furnished under the State Plan. The provider qualifications specified in the State Plan apply.

Services purchased using 3.2 can supplement but not supplant IHSS.

Personal care service providers may be paid while the waiver participant is institutionalized. This payment is made to retain the services of the care provider and is limited to seven (7) calendar days per institutionalization.

8. **Counseling & Therapeutic Services- Therapeutic Services** (3.3): This service addresses unmet needs of waiver participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria: The waiver participant assessment identifies need for this support and the care plan reflects the required service(s). MSSP waiver participants are extremely frail and, on occasion, in need of services that cannot be provided under that cannot be provided under Medi-Cal. This MSSP service supplements but does not supplant benefits provided by the State Plan. Therapeutic Services includes the following: foot care, massage therapy, and swim therapy.

9. **Supplemental Protective Supervision** (3.7): Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the waiver participant's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.

Waiver Participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device (9.2); however, are not allowed to also receive Emergency Response System (ERS) services.

Services purchased using 3.7 can supplement but not supplant IHSS.

10. **Care Management**: Assists waiver participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the waiver participant's plan of care. waiver participant

a) **Care Management** (50): The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating, and monitoring a package of long-term care services for community-based waiver participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of Nurse Care Manager and Social Work Care Manager; these professionals may be assisted by Care Manager Aides. The teams are responsible for Care Management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow-up components of the program. Case records must document all waiver participant contact activity each month.

b) **Deinstitutional Care Management (DCM)** (4.6): This service is used ONLY with individuals who are institutionalized. It allows care management and Waiver Services to begin up to one hundred eighty (180) days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

- Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community
- Where an established MSSP waiver participant is institutionalized and MSSP services are necessary for the person to be discharged back into the community

In either situation, all services (monthly Administration and Care Management, plus any purchased services) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the Waiver, all services provided are combined into one unit of DCM and billed at the end of the month in which the decision is made to cease MSSP activity. For those individuals who do not successfully transition to the Waiver, billing is disallowed, as Federal Financial Participation (FFP) cannot be claimed for DCM services where the participant does not transition into the Waiver. No care management services available under the State Plan will be duplicated under the MSSP Waiver.

11. **Consultative Clinical Services** (4.3): This service addresses the unmet needs of waiver participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria:

- The waiver participant assessment identifies need for this support and the care plan reflects the required service(s).

- MSSP utilizes all of the services available under the State Plan prior to purchasing these services as Waiver Services. MSSP's waiver participants are extremely frail and, on occasion, in need of services that cannot be provided under Medi-Cal. This service is especially critical for persons recently discharged from acute hospitals or who are otherwise recovering at home from an acute illness or injury. This MSSP service supplements, but does not supplant, benefits provided by the State Plan.

In addition to the provision of care, waiver participants and their families/caregivers are trained in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Allowable services are:
• Social services consultation
• Legal and paralegal professionals' consultation
• Dietitian/Nutrition consultation
• Pharmacy consultation
• Vital sign monitoring

12. **Respite** (5.1, 5.2): The State Plan does not provide for respite care. "Respite care services shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b)." By definition, the purpose of respite care is to relieve the waiver participant's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a waiver participant, while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver. As dictated by the waiver participant's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the waiver participant's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the waiver participant's plan of care.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

13. **Transportation** (6.3 and 6.4): These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for waiver participants who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Plan which is limited to medical services, or waiver participants who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service frail older adults and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for frail older adults and handicapped).

Escort services will be provided when necessary to assure the safe transport of the waiver participant. Escort services may be authorized for those waiver participants who cannot manage to travel alone and require assistance beyond what is normally offered by the transportation provider. This service will be provided by trained paraprofessionals or professionals, depending on the waiver participant's condition and care plan requirements.

14. **Nutritional Services** (7.1, 7.2, and 7.3): These services may be provided daily but are not to constitute a full nutritional regimen (three (3) meals a day).

a) **Congregate Meals** (7.1): Meals served in congregate meal settings for waiver participants who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress due to losses associated with aging. This service should be available to MSSP waiver participants through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.

Congregate Meal Sites are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

- Support access to the greater community;
- Be selected by the participant from among setting options;
- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Congregate Meal Sites must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

b) **Home Delivered Meals** (7.2): Meals for waiver participants who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

c) Oral Nutritional Supplements (7.3): If oral nutritional supplements (ONS) are to be purchased using Waiver Service funds, the following actions must occur and be documented in the Participant record:

- The Nurse Care Manager (NCM) must assess the waiver participant's nutritional needs and determine that an ONS is advisable.
- The use of home-prepared drinks/supplements (instant breakfast, pureed food) has been explored and found not to meet the Participant's needs.
- All other options for payment of an ONS have been exhausted (Waiver Participant, family, etc.).

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three (3) months. If an ONS needs to be continued beyond the three-month timeframe, a physician order must be obtained. Upon annual reassessment, if all criteria, including a new nutritional screen, are satisfied and the previous physician order has expired, another three months may be purchased. The physician's order must be renewed on an annual basis.

15. **Counseling & Therapeutic Services** (8.3, 8.4, and 8.5): These services include protection for waiver participants who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

making and carrying out decisions regarding personal finances.

a. **Social Support** (8.3): Includes periodic telephone contact, visiting, or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation. Such services shall be provided based on need, as designated in the waiver participant's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some waiver participants' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

   These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The Waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

b. **Therapeutic Counseling** (8.4): Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the waiver participant's care plan. The MSSP has found that therapeutic counseling is essential for preventing some waiver participants from being placed in a nursing facility. This service may be utilized in situations where waiver participants or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the waiver participant in the community or allow the waiver participant to cope with increasing impairment or loss.

c. **Money Management** (8.5): This service assists the waiver participant with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

16. **Communication (9.1 and 9.2)**: waiver participants who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; and providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the waiver participant's plan of care.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

a. **Translation** (9.1): The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking waiver participants, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

b. **Device** (9.2): The rental/purchase of 24-hour emergency assistive services, or installation of a telephone to assist in communication (excluding monthly telephone charges) for waiver participants who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of Emergency Response Systems (ERS) is limited to those waiver participants who live alone, or who are alone for significant parts of the day and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

(i) 24-hour answering/paging
(ii) Medic-alert type bracelets/pendants
(iii) Intercoms
(iv) Emergency Response System
(v) Room/two-way monitors
(vi) Light fixture adaptations (blinking lights, etc.)
(vii) Telephone adaptive devices not available from the telephone company

This service is limited to additional services and items not otherwise covered under the State Plan but are consistent with Waiver objectives of avoiding institutionalization. Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the waiver participant has no telephone, or for the isolated waiver participant who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the waiver participant has a medical/health condition that makes him/her vulnerable to medical emergency.

Waiver Participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device; however, are not allowed to also receive ERS services. These types of devices are intended to assist in keeping at-risk waiver participants safe in the home and are not intended to replace an in-person support staff.

ARTICLE VI. ELECTRONIC VISIT VERIFICATION (EVV)

1. Electronic Visit Verification (EVV) is a telephone and computer-based solution validating that in-home service visits occur. EVV solutions shall verify the: a) type of service performed; b) individual receiving the service; c) date of the service; d) location of service delivery; e) individual providing the services; and f) time the service begins and ends.

2. Pursuant to Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b), Contractor shall implement DHCS-approved EVV solutions for Medicaid-funded personal care services and home health care services. Contractor and subcontractors shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 to prevent use or disclosure of the information as provided for by this Agreement.

ARTICLE I. INVOICING AND PAYMENT

A. To receive payment under the fee-for-service (FFS) payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary (FI) as set forth in the Medi-Cal Provider Manual.

B. Payments shall be made in accordance with the following provisions:

1. The Contractor shall submit claims to Medi-Cal FI, based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code.

2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices.

C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total participant slot budget for the year.

E. Rate Adjustment

Any rate adjustments must be submitted to CDA for approval. The rate change request should be submitted to MSSPService@aging.ca.gov and include the following information in their rate change request:

- Billing Code
- Effective Date
- Current Rate
- Requested Rate

F. Advance Payments

1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the FFS payment model. Upon approval of this Agreement, the Contractor may request an advance not to exceed twenty-five percent (25%) of the total contract amount.

2. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.

3. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.

4. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.

5. Repayment of advances will be recovered from claims submitted to the State's FI after January 1st of each fiscal year and be collected at fifty percent (50%) of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.

6. Repayment of any remaining advance funds not collected through the process described in subsection 6 above, will be recovered through the Audit process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

ARTICLE II. FUNDS (Continued)

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging

Out of State:

- Travel and Relocation Policy-Human Resource Manual

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure as determined by DHCS or CDA to be out of compliance with this Agreement; unrelated or inappropriate to contract activities; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or granted.

4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.

5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

ARTICLE II. FUNDS (Continued)

6. Any overpayment of funds must be deposited into an interest-bearing account.

B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and Office of Management and Budget's– Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200]

C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.

D. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the non-Federal entity for administrative expense. [2 CFR § 200.305(b)(9)]

2. The Contractor must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

   a. The Contractor receives less than $120,000 in Federal awards per year.

   b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

   c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

   d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE III. BUDGET AND BUDGET REVISION

Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

A. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or eliminated by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:

   a. Terminate the Contract pursuant to Exhibit D, Article XII
   b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

B. The Contractor shall be reimbursed for Waivers Services expenses only as itemized in the most recent approved or revised Budget. Care Management and Care Management Support categories shall be reimbursed up to the combined budget amount of both categories.

C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement or the actual category expenditures whichever is less. The Care Management and Care Management Support categories will be treated as a combined total budget for determining maximum allowable reimbursement amount.

D. The budget shall include the following line items:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

2. Fringe Benefits.

ARTICLE III. BUDGET AND BUDGET REVISION (CONTINUED)

3. Consultation, Professional Services-Contractual Costs, subcontract, and consultant cost detail.

4. Facility, Rent & Operations – specify square footage and rate.

5. Equipment Cost equal to or greater than $5,000 per Unit (Any Computing Equipment regardless of Cost) - detailed descriptions and unit costs needs to be identified on the Equipment tab in the Budget Template.

6. Travel (Include: In State and Out of State) – mileage reimbursement rate, lodging, per diem and other costs.

7. Equipment, Maintenance & Rental Costs; Supplies.

8. Indirect Costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.

9. Other Costs - a detailed list of other operating expenses.

E. The Contractor shall obtain prior written approval from CDA to transfer funds between the Care Management and Care Management Support categories if the transfer amount is equal to or greater than five (5) percent of either category of the approved budget. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.

F. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

G. Equipment/Property with per unit cost of $5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification and approval from CDA and must be included in its approved MSSP budget.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

A. Termination or suspension of this Agreement

B. A finding by the State that the Contractor:

   1. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement; or

   2. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement; or

   3. Has allocated inventory to this Agreement substantially exceeding reasonable requirements; or

   4. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business

C. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.

D. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or

E. The commission of an act of bankruptcy.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D, E, F and G, an approved Budget as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.

2. "Contractor" means the governmental or nonprofit entity contracted with CDA to provide MSSP Waiver Services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.

3. “CCR” means California Code of Regulations.

4. “CFR” means Code of Federal Regulations.

5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.

6. “Cal. Gov. Code” means California Government Code.

7. “OMB” means the federal Office of Management and Budget.

8. “Cal. Pub. Con. Code” means the California Public Contract Code.

9. “Cal. Civ. Code” means California Civil Code

10. “Reimbursable item” also means “allowable cost” and “compensable item.”

11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.

12. “Subcontractor” means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement.

13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “Waiver participant” means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.

16. “USC” means United States Code.

17. “OAA” means Older Americans Act.

18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1)

19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1)

20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84).

21. “Recoverable cost” means the questioned cost identified from an audit. (2 CFR 200.1)

22. "DHCS" means the Department of Health Care Services.

23. “HHS” means United States Department of Health and Human Services.

B. Resolution of Language Conflicts

Should the terms and conditions of this Agreement be found to conflict with one another, the following order of authority shall control:

1. Statutory law, subject to the doctrine of preemption, including, but not limited to: Section 1915(c) of Title XIX of the Social Security Act, 42 USC 1396n, Welfare and Institutions Code Sections 9560 to 9568, other Federal and California state codes and regulations governing the MSSP, and/or other applicable Federal and California state statutes and their implementing regulations.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

2. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

3. Any other documents incorporated herein by reference including, as applicable, the MSSP Site Manual found at https://www.aging.ca.gov/Programs Providers/MSSP/.

4. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

ARTICLE II. ASSURANCES (Continued)

2. Equal Access to State-Funded Benefits, Programs and Activities

   The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

   The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement.

   The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others,

ARTICLE II. ASSURANCES (Continued)

such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

ARTICLE II. ASSURANCES (Continued)

a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to CDA in writing any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.

3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders, must also identify the action taken.

ARTICLE II. ASSURANCES (Continued)

3. Documentation in the form of a resolution, order, or motion by the Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number.

2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management.

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE II. ASSURANCES (Continued)

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE II. ASSURANCES (Continued)

P. The Contractor and its subcontractors/vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed on a voluntary basis and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final, and the subcontractor(s) has no right of appeal to CDA.

B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.

C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

ARTICLE V. SUBCONTRACTS (Continued)

F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.

G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractors' agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

I. If a private nonprofit corporation, the subcontractor(s) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

J. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

K. The Contractor shall utilize procurement procedures as follows:

The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, waiver participant records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by

ARTICLE VI. RECORDS (Continued)

pertaining to this the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained, and made available by the Contractor: (1) until an audit of the July 1 through June 30 fiscal period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's or DHCS' Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all waiver participant records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and is so stated in writing to the Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the DHCS under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

ARTICLE VII. PROPERTY (Continued)

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

3. Property, for the purpose of this MSSP Agreement, does not include any equipment or supplies acquired on behalf of the waiver participant.

B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with funds from this Agreement and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually by completing the Program Property Inventory Certification (CDA 9024).

ARTICLE VII. PROPERTY (Continued)

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source.

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency <u>may not occur until approval is received from CDA</u>. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CDA and the Contractor has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

ARTICLE VII. PROPERTY (Continued)

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.

P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized

ARTICLE VIII. ACCESS (Continued)

federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA/DHCS funded programs.

D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and

ARTICLE X. AUDIT REQUIREMENTS (Continued)

allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

a. Financial closeouts (2 CFR 200.1)

b. Internal controls (2 CFR 200.303)

c. Allocation of expenditures (2 CFR 200.1)

d. Allowability of expenditures (2 CFR 200.403)

e. Equipment expenditures and approvals, if required (2 CFR 200.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

ARTICLE X. AUDIT REQUIREMENTS (Continued)

a. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F-Audit Requirements

ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Contract resolution includes:

   a. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521.

   b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.

   c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles. [2 CFR 200.302]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]

e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F, Audit Requirements.

8. Requirements identified in Sections D and E of this Article shall be included in contracts with subcontractor(s). Further, the subcontractor(s) shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

    a. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

    b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

        i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

        ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

        [2 CFR 200.425]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

D. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   a. $750,000 if seating capacity is under 8

   b. $1,500,000 if seating capacity is 8 – 15

   c. $5,000,000 if seating capacity is over 15

4. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

ARTICLE XI. INSURANCE (Continued)

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.

2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain insurance appropriate to the work to be performed, in alignment with industry standards and the requirements set forth in the California Civil Code, California Public Contracting Code, and the relevant sections of the California Insurance Code. This insurance shall be for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and/or any other form of insurance as may be proper in the industry in which the Contractor is performing under this Agreement. Further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that, apart from the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days' written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. A violation of the law or failure to comply with any condition of this Agreement.

2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

3. Failure to comply with reporting requirements.

4. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

ARTICLE XII. TERMINATION (Continued)

6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against the Contractor.

7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

8. The commission of an act of bankruptcy.

9. Finding of debarment or suspension. [Article II J]

10. The Contractor's organizational structure has materially changed.

11. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

12. In case of threat of life, health, or safety of the public, termination of the Agreement shall be effective immediately.

C. <u>Contractor's Obligation After Notice of Termination</u>

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

ARTICLE XII. TERMINATION (Continued)

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days. Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of waiver participants, care of waiver participants, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.

B. The Contractor must notify CDA of any change of legal name, main address, or name of the Director. This notice shall be addressed to the MSSP Bureau Manager on the Contractor's letterhead.

1. The Contractor must notify CDA within thirty-five (35) days of relocation.
2. In addition, any change of address or name also requires an Agency Contract Representative form to be submitted to Business Management Bureau as stated in Exhibit D, Article XVII.

C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Bureau, 2880 Gateway Oaks, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XVII. DEPARTMENT CONTACT (Continued)

B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Business Management Bureau (BMB). This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from CDA's BMB.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov.
Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, subcontractors/vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module within thirty (30) days of the start date of the Contract/Agreement, within

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

2. thirty (30) days of the start date of any new employee, subcontractor, vendor or volunteer's employment and annually thereafter.

3. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its subcontractors/vendors, must comply with CDA's security incident reporting procedure.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its subcontractors/vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its subcontractors/vendors, shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its subcontractors/vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Contractor, and its subcontractors/vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors/vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

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

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying waiver participant information authorized by the participant or summary program information which is not waiver participant specific.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible waiver participant population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group-needs assessment shall take into account the following four (4) factors:

   a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to the Contractor.

   This group-needs assessment will serve as the basis for the Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

a. Methodologies used.

b. The linguistic and cultural needs of non-English speaking or LEP groups.

c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

a. Interpreters or bilingual providers and provider staff.

b. Contracts with interpreter services.

c. Use of telephone interpreter lines.

d. Sharing of language assistance materials and services with other providers.

e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible waiver participant population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.
[22 CCR 11162]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of waiver participants' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP waiver participants. [22 CCR 98310]

2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. SUBCONTRACTING PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Contractor shall ensure that all subcontractors of Waiver Services complete a CDA-approved Vendor Application.

B. Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors who would not be able to provide the needed services and provide for awards to the lowest responsible and responsive bidder(s) as defined in California State Contracting Manuals.

C. Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Agreement.

D. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to waiver participants, in the delivery of services, and/or in subcontractors' operations.

E. Contractor shall require all subcontractors to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it appropriately relates to services rendered.

F. Contractors shall ensure all subcontractors comply with Electronic Visit Verification (EVV) requirements pursuant to federal and state law. Updated guidance may be obtained through DHCS, the state department overseeing EVV implementation.

G. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE II. RECORDS PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

Waiver Participant records are to be kept as long as the case is open and active. Following case termination, waiver participant records will be maintained for a period of seven (7) years following case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites.

ARTICLE III. PROPERTY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years.

ARTICLE IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principal circulars.

ARTICLE IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

B. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act.

C. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.

D. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.

E. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.

F. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.

G. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.

H. The Contractor agrees that CDA, DHCS, the Department of General Services, the California State Auditor, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is required and until after CDA's Audits and Risk Management Branch has completed an audit. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract related to performance of this Agreement. [Cal. Gov. Code § 8546.7, Cal. Pub. Con. Code 10115 et seq.], [CCR Title 2, Section 1896]

I. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT

A. After CDA's Notice of Termination or the Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) and except as directed by CDA, the Contractor shall immediately proceed

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Take immediate steps to ensure the health and safety of waiver participants in MSSP managed by the Contractor. Contractor agrees to refer MSSP waiver participants to other local resources.

2. Maintain staff to provide services to waiver participants during the course of waiver participant transition.

3. Deliver updated waiver participant records to the subsequent MSSP contractor or as directed by CDA.

4. With assistance from CDA, develop a written Transition Plan to locate alternative services for each waiver participant through another MSSP site or community agency in accordance with this Agreement.

5. Be responsible for providing all necessary waiver participant services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to waiver participants prior to such expiration or termination.

6. Submit a full accounting and closeout of the Contractor's existing budget.

7. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the Contract.

8. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause).

9. Submit a Transition Plan as specified in Article VII of this Exhibit.

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Contractor acknowledges that it has been provided a copy of the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement between CDA and DHCS ("Exhibit F"). Contractor, and its subcontractors/vendors, agrees that it must meet the requirements imposed on CDA, and all applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule, including the requirement to implement reasonable and appropriate administrative, physical, and

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

B. technical safeguards to protect Protected Health Information (PHI) and Personal Information (PI), as specified in Exhibit F.

C. Contractor, and its subcontractors/vendors, agrees that any security incidents or breaches of unsecured PHI or PI will be immediately reported to CDA as described in CDA's Security Incident Reporting Procedures and to DHCS in the manner described in Exhibit F.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT

A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of delivery of the written Notice to Terminate the Contract (pursuant to Exhibit D, Article XII of this Agreement). The Transition Plan must be approved by CDA and shall, at a minimum, include the following:

1. A current waiver participant count and identifying waiver participant information upon request.

2. A description of how waiver participants will be notified about the change in their MSSP provider.

3. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP waiver participants.

4. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.

5. A plan to evaluate the health and safety of waiver participants in order to assure appropriate placement.

6. A plan to transfer confidential waiver participant records to a new contractor or care management agency.

7. A plan to maintain adequate staff to provide continued care to MSSP waiver participants through the term of the Contract.

8. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract.

9. Additional information as necessary to affect a safe transition of waiver participants to other MSSP or community care management programs.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

B. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

C. If the Contractor fails to provide and implement a transition plan as required by Section A of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.

D. Phase-out Requirements for this Agreement:

1. Consist of the processing, payment, and monetary reconciliation necessary to pay claims for Waiver Services.

2. Consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to waiver participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.

3. Require all data and information provided by the Contractor to CDA to be accompanied by a letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT

A. The Contractor shall submit to the State written reports, on a format prescribed by the State, as follows:

1. Quarterly Status Reports

a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.

b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:

- Care Management Staffing – Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements

- Care Management Activity – Including staff turnover, training, quality assurance, waiver participant grievances and Fair Hearings, Critical Incident reporting, internal/external program reviews and corrective action plans, waiver participant satisfaction surveys, policy changes, and contract compliance regarding contracted caseload

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

- Management Information System – Problems/issues with the Medi-Cal fiscal intermediary billing system and Medi-Cal fiscal intermediary technical support
- Monthly active waiver participant count
- Staff Roster
- Self-Certified Training
- Wait List – Including the number of potential MSSP Participants waiting for enrollment
- Critical Incident Reporting – Report is used for the entire fiscal year and is submitted quarterly for review by CDA. The report shall include all critical incidents, and the status should be updated in each quarter for any previously listed incidents. The comments section should be concise, but informative, and provide detail of the incident that occurred with actions or interventions placed with corresponding dates.
- Fiscal Reporting – Expenditure data by budget category and receivables by budget category

2. Ad Hoc Reports

The Contractor shall submit Ad Hoc Reports as may be required from time to time by CDA. Typical subject areas may include, but are not limited to:

a. General site operations
b. Facility and equipment
c. Emergency care and response
d. Availability of care
e. Waiver participant satisfaction
f. MIS operations
g. Administrative procedures
h. Database
i. Possible noncompliance with this Agreement
j. Fiscal year closeout

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

3. Fiscal Closeout Reports

   As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

   a. Final Accounting Reconciliation
   b. Closeout Budget
   c. Fiscal Summary Report for the State

   CDA will transmit specific closeout instructions, including the Closeout Report due dates.

4. Monthly active waiver participant count

   Reports are due on the 5th working day of each month, unless otherwise specified by CDA.

B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

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

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

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

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

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

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

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

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

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

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

9.1.1 Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

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

9.2.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

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

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

Attachment: Agreement (Approve MSSP Contract and Resolution)

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

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

9.3 Business Associate's Agent

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

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

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

14. Compliance with DHCS Obligations

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

15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

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

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

18.1.1 Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

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

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

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

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

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

21.2 Judicial or Administrative Proceedings

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

22. Miscellaneous Provisions

22.1 Disclaimer

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

22.2 Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

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

22.3 Assistance in Litigation or Administrative Proceedings

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

22.4 No Third-Party Beneficiaries

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

22.5 Interpretation

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

22.6 No Waiver of Obligations

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

Catchment Area Zip Codes – Exhibit G
MS 2425 Contract

MS-2425-14

STANISLAUS COUNTY
Dept of Aging & Veterans Services

95307	95360
95313	95361
95316	95363
95319	95367
95323	95368
95324	95380
95326	95381
95328	95382
95329	95384
95350	95386
95351	95387
95354	
95355	
95356	
95357	
95358	

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Chief Executive Office | BOARD AGENDA:6.B.6
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES | 4/5 Vote Required: No

SUBJECT:

Approval to Adopt County Retirement Contribution Rates for Budget Year 2025 as Contained in the Stanislaus County Employees' Retirement Association Actuarial Valuation as of June 30, 2023

STAFF RECOMMENDATION:

1. Adopt the retirement contribution rates for Budget Year 2025 as contained in the Stanislaus County Employees' Retirement Association Actuarial Valuation as of June 30, 2023, and as recommended by the Stanislaus County Employees' Retirement Association Board.
2. Direct the Auditor-Controller to change the employer and employee retirement contribution rates for Budget Year 2025 in accordance with the Actuarial Valuation of June 30, 2023, in the first full pay period in July 2024.

DISCUSSION:

On February 29, 2024, the Stanislaus County Board of Supervisors received a memo from Stanislaus County Employees' Retirement Association (StanCERA) identifying the Budget Year 2025 retirement contribution rates and funded status as of June 30, 2023 (Attachment 1). Both documents can also be viewed on StanCERA's website at www.stancera.org.

StanCERA administers retirement benefits for multiple employers, with Stanislaus County serving as the largest contributor to the Plan. An actuarial valuation is prepared each year of the Stanislaus County Employees' Retirement Association (StanCERA, the Fund, the Plan). The report contains information on the Plan's assets and liabilities, discloses employer and employee contribution levels, and provides required disclosures for the Plan's Annual Comprehensive Financial Report (ACFR). On February 27, 2024, the StanCERA Retirement Board approved the June 30, 2023 Actuarial Valuation (Attachment 2).

The primary purpose of the actuarial valuation is to measure, describe, and identify the funded status of the Plan, past and expected trends in the funding progress of the Plan, and employer and employee contribution rates for Budget Year 2025. The employers include Stanislaus County and related employers, the City of Ceres, and other participating Special Districts. The Plan's funding policy is to collect contributions from the employers and employees equal to the sum of:

- The Normal Cost under the Entry Age Normal Cost Method,
- Amortization of the Unfunded Actuarial Liability (UAL), and
- The Fund's expected administrative expenses.

The UAL payment is determined as the amount needed to fund the outstanding UAL as of June 30, 2023, over a period of 15 years as a level percentage of pay.

Employer Contribution Rates

The actuarially determined employer contribution rate increased from 32.91% of payroll to 33.24% of payroll for the current valuation, an increase of 0.33%. The following tables identify the Fiscal Year 2024 and Budget Year 2025 employer contribution rates for comparison, broken down by tier, general membership, and safety membership detail.

Fiscal Year 2024 County Contribution Rates

2024 Employer Rate	General Member Contribution						Safety Member Contribution				Composite
Tier Number	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	PEPRA (Tier 6)	Tier 2	Tier 4	Tier 5	PEPRA (Tier 6)	Composite
Normal Cost Rate	0.00%	10.59%	3.00%	15.03%	10.62%	8.46%	15.27%	0.00%	20.40%	13.15%	11.00%
Unfunded Actuarial Liability (UAL) Rate	0.00%	18.39%	18.39%	18.39%	18.39%	18.39%	28.97%	0.00%	28.97%	28.97%	20.96%
Administrative Expense Rate	0.00%	0.86%	0.64%	1.00%	0.86%	0.80%	1.32%	0.00%	1.47%	1.25%	0.95%
Net Contribution Rate	**0.00%**	**29.84%**	**22.03%**	**34.42%**	**29.87%**	**27.65%**	**45.56%**	**0.00%**	**50.84%**	**43.37%**	**32.91%**

Budget Year 2025 County Contribution Rates

2025 Employer Rate	General Member Contribution						Safety Member Contribution				Composite
Tier Number	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	PEPRA (Tier 6)	Tier 2	Tier 4	Tier 5	PEPRA (Tier 6)	Composite
Normal Cost Rate	0.00%	10.90%	2.93%	14.97%	10.23%	8.54%	15.30%	0.00%	20.13%	13.30%	10.79%
Unfunded Actuarial Liability (UAL) Rate	0.00%	19.01%	19.01%	19.01%	19.01%	19.01%	28.84%	0.00%	28.84%	28.84%	21.54%
Administrative Expense Rate	0.00%	0.84%	0.62%	0.96%	0.82%	0.78%	1.24%	0.00%	1.38%	1.19%	0.91%
Net Contribution Rate	**0.00%**	**30.75%**	**22.56%**	**34.94%**	**30.06%**	**28.33%**	**45.38%**	**0.00%**	**50.35%**	**43.33%**	**33.24%**

Change in County Contribution Rates from 2024 to 2025

Fiscal Year	County General Member Contribution						County Safety Member Contribution				Composite
Tier Number	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	PEPRA (Tier 6)	Tier 2	Tier 4	Tier 5	PEPRA (Tier 6)	Composite
Fiscal Year 2024	0.00%	29.84%	22.03%	34.42%	29.87%	27.65%	45.56%	0.00%	50.84%	43.37%	32.91%
Budget Year 2025	0.00%	30.75%	22.56%	34.94%	30.06%	28.33%	45.38%	0.00%	50.35%	43.33%	33.24%
Rate Increase/(-)Decrease	**0.00%**	**0.91%**	**0.53%**	**0.52%**	**0.19%**	**0.68%**	**-0.18%**	**0.00%**	**-0.49%**	**-0.04%**	**0.33%**

Other Key Findings of the Actuarial Valuation

The Plan's funded ratio, the ratio of actuarial assets over actuarial liability, decreased from 77.0% to 76.6%. The Plan's funded ratio on a market value basis slightly increased, from 74.0% to 74.6%. The Unfunded Actuarial Liability (UAL) is the excess of the Plan's actuarial liability over the actuarial value of assets. The Plan experienced an increase in the UAL from $775.8 million to $825.8 million as of June 30, 2023. The increase was largely due to investment and demographic experience losses.

During the year ending June 30, 2023, the return on Plan assets was 6.92% on a market value basis, net of investment (but not administrative) expenses, as compared to the 6.75% assumption. The Actuarial Value of Assets recognizes 20% of the difference between the expected and actual return on the Market Value of Assets (MVA). This method of smoothing the asset gains and losses returned 5.49% on the smoothed value of assets, an actuarial asset loss of $30.7 million. The loss in the Actuarial Value of Assets reflects the continued recognition of past investment gains and losses, with past investment losses offsetting the impact of the gain for the current year and leading to a higher market value return than actuarial value return.

During the 2022-2023 Plan Year, the actuarial liabilities of the Plan increased more than expected, with key factors being losses associated with new retirements, larger Cost of Living Adjustments (COLAs) than expected for members in pay status, and higher pay increases than expected for continuing actives. These and other unexpected changes resulted in a liability loss of $33.5 million.

Employee Contribution Rates

The California Public Employees' Pension Reform Act (PEPRA) of 2013 (Government Code Section 7522.30) requires all new County employees hired on or after January 1, 2013, to pay 50% of the total normal cost rate, with the employer paying the other half. The PEPRA members are identified in Tier 6 with contributions based on this flat-rate calculation. Alternately, the employee contributions as a percent of earnings for Tiers 1, 2, 4, and 5 are based on the employee age at the time of entry into StanCERA.

The following table provides the net employee contribution rates by tier for Budget Year 2025, with the Fiscal Year 2024 rates shown for comparison. The exact employee contribution rates by age of entry for Tiers 1, 2, 4, and 5 are provided in Appendix E, beginning on Page 97 of the actuarial valuation. Employee contributions are collected through automatic payroll deductions and Budget Year 2025 changes will take effect with the first full pay period in July 2024.

Employee Rates	General Member Contribution						Safety Member Contribution				Composite
Tier Number	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	PEPRA (Tier 6)	Tier 2	Tier 4	Tier 5	PEPRA (Tier 6)	Composite
Fiscal Year 2024	0.00%	8.20%	0.00%	4.43%	9.01%	8.45%	12.94%	0.00%	14.26%	13.15%	9.74%
Budget Year 2025	0.00%	8.19%	0.00%	7.90%	8.95%	8.53%	12.81%	0.00%	14.32%	13.30%	9.75%
Rate Increase/(-)Decrease	**0.00%**	**-0.01%**	**0.00%**	**3.47%**	**-0.06%**	**0.08%**	**-0.13%**	**0.00%**	**0.06%**	**0.15%**	**0.01%**

Membership

Overall participant membership increased compared to last year. There were 635 new hires and rehires during Fiscal Year 2023 and the total active population of County and former County members increased from 4,126 to 4,276, an increase of 150 members or 3.64%. The following table breaks down membership by tier for County and former County members:

Member Count	Active General Members						Active Safety Members			Total
Tier Number	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	PEPRA (Tier 6)	Tiers 1 & 4	Tiers 2 & 5	PEPRA (Tier 6)	Members
As of July 1, 2022	-	192	8	2	1,160	2,057	-	275	432	4,126
As of July 1, 2023	-	191	7	1	1,068	2,273	-	254	482	4,276
Membership Increase/(Decrease)	**-**	**(1)**	**(1)**	**(1)**	**(92)**	**216**	**-**	**(21)**	**50**	**150**

Of note is the significant increase in the number of Tier 6 employees since PEPRA took effect. As of July 1, 2023, there are 2,755 employees in Tier 6, an increase of 266, or 10.69%, over the prior year count of 2,489. This number will continue to grow as positions turn over and there are new hires.

POLICY ISSUE:

Effective July 1, 1948, the Stanislaus County Board of Supervisors began offering retirement benefits to County employees pursuant to the County Employees Retirement Law of 1937 (Government Code Section 31450 et seq.). Retirement benefits are funded on an actuarially sound basis according to the 1937 act. Specifically pursuant to Government Code Section 31454, the Board of Supervisors shall, no later than 90 days after the beginning of the next fiscal year, “adjust the rates of interest, the rates of contributions of members, and county and district appropriations in accordance with the recommendations of the board but shall not fix them in amounts that reduce the individual benefits provided in this chapter or the California Public Employees’ Pension Reform Act of 2013.” Additionally, if the Board of Supervisors “fails or neglects to make the appropriations, the county auditor shall transfer from any money available in any fund in the county treasury the sums specified by this chapter and this transfer shall have the same force and effect as it would have had if the required appropriation had been made by the board of supervisors” (Government Code Section 31584).

FISCAL IMPACT:

The Budget Year 2025 composite employer contribution rate is 33.24%, an increase of 0.33% from the Fiscal Year 2024 rate of 32.91%. The fiscal impact of the retirement rate increase is the equivalent of a 1.0% increase in actual retirement costs.

The total retirement cost for Stanislaus County is estimated to be $128.9 million in Budget Year 2025 and assumes a 3.5% overall salary cost of living increase and the retirement rate increase. Of this amount, $59.2 million is reflective of General Fund costs, a $3.6 million general fund increase from Fiscal Year 2024 to Fiscal Year 2025. Actual contributions will vary based on several factors including but not limited to plan assumptions (number of employees, salaries, etc.). The cost of the new retirement rates will be factored into departments’ base budgets and will be included in the 2025 Recommended Proposed Budget.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Board’s priority of *Delivering Efficient Public Services* by authorizing the Auditor-Controller to implement the retirement rates for Stanislaus County employees.

STAFFING IMPACT:

Existing staff in the Auditor-Controller’s office will implement the retirement rates for Budget Year 2025.

CONTACT PERSON:

Misty Ferreira, Senior Management Consultant (209) 480-0121

ATTACHMENT(S):

1. 2024-2025 Retirement Contribution Rates and Funded Status
2. Actuarial Report

StanCERA Stanislaus County Employees' Retirement Association

February 29, 2024

TO: Stanislaus County, Board of Supervisors
Mani Grewal, Chairman
1010 10th Street, Suite 6500
Modesto, CA 95354

Stanislaus Council of Governments
Javier Lopez, Chairman
1111 I Street, Suite 308
Modesto, CA 95354

Stanislaus County Superior Court
Hugh K. Swift, Court Executive Officer
800 11th Street
Modesto, CA 95354

City of Ceres
Javier Lopez, Mayor
2720 Second Street
Ceres, CA 95307

East Side Mosquito Abatement District
Kandy Schmidt, Chairman
2000 Santa Fe Avenue
Modesto, CA 95357

Hills Ferry Cemetery District
Scott Schaa, District Manager
PO Box 657
Newman, CA 95360

Keyes Community Services District
Johnathon Parker, President
PO Box 699
Keyes, CA 95328

Salida Sanitary District
Gary Horton, President
PO Box 445
Salida, CA 95368

Stanislaus Regional Transit Authority
George Carr, Chairman
1001 9th Street
Modesto, CA 95354

RE: Fiscal Year 2024/2025 Retirement Contribution Rates and Funded Status as of June 30, 2023

The Board of Retirement is pleased to submit the 2023 valuation report to the employer agencies of StanCERA. On February 27, 2024, the Board of Retirement of the Stanislaus County Employees' Retirement Association (StanCERA) accepted the June 30, 2023 Actuarial Valuation. Attached are the employer rates for Fiscal Year 2024/2025. The complete Actuarial Valuation Report can be found on StanCERA's website at www.stancera.org.

The June 30, 2023 funded status on an actuarial basis for StanCERA is 76.6 percent, a decrease from the prior year's ratio of 77.0 percent. The funded status on a market value basis increased from 74.0% to 74.6%. Actuarial liabilities were slightly higher than expected due to demographic experience losses and the actuarial gain on assets was slightly lower than expected due to recognizing investment losses from previous years. The actual market value return on assets for the year was slightly higher than expected at 6.92% vs. the Plan assumption of 6.75%. The overall results are generally in line with reasonably expected changes.

The actuarially determined net employer contribution rate increased from 32.91 percent of payroll to 33.24 percent of payroll. The specific contribution rates per employer, plan, and tier are presented on pages 43 and 44; with the exception of StanRTA. Employee contribution rates are presented on pages 98-104.

Please don't hesitate to contact Brittany Smith-Atkins or Tom Stadelmaier if you have any questions.

Respectfully,

Darin Gharat
Chair, Board of Retirement

Attachment
cc: Tom Stadelmaier, Executive Director
Brittany Smith-Atkins, Fiscal Services Manager

P (209) 525-6393 | F (209) 558-4976 | www.stancera.org
832 12th Street, Suite 600, Modesto, CA 95354 | P. O. Box 3150, Modesto, CA 95353

SECTION V – CONTRIBUTIONS

Tables V-7 and V-8 contain the calculations of the employer contribution rates for each group and tier.

Table V-7
Development of the General Member Contribution Rate as of June 30, 2023 for FYE 2025

	Tier 2	Tier 3	Tier 4	Tier 5	PEPRA	TOTAL
County and Former County						
A. Total Normal Cost Rate	19.09%	2.93%	22.87%	19.18%	17.07%	**17.91%**
B. Member Contribution Rate	8.19%	0.00%	7.90%	8.95%	8.53%	**8.64%**
C. Employer Normal Cost Rate (A-B)	10.90%	2.93%	14.97%	10.23%	8.54%	**9.27%**
D. UAL Amortization Rate	19.01%	19.01%	19.01%	19.01%	19.01%	**19.01%**
E. Administrative Expense Rate	0.84%	0.62%	0.96%	0.82%	0.78%	**0.80%**
F. Net June 30, 2023 Contribution Rate (C+D+E)	**30.75%**	**22.56%**	**34.94%**	**30.06%**	**28.33%**	**29.08%**
Ceres and Other Districts						
A. Total Normal Cost Rate	17.13%			23.40%	18.63%	**20.45%**
B. Member Contribution Rate	8.26%			9.28%	9.31%	**9.28%**
C. Employer Normal Cost Rate (A-B)	8.87%			14.12%	9.32%	**11.17%**
D. UAL Amortization Rate	16.46%			16.46%	16.46%	**16.46%**
E. Administrative Expense Rate	0.71%			0.86%	0.73%	**0.78%**
F. Net June 30, 2023 Contribution Rate (C+D+E)	**26.04%**			**31.44%**	**26.51%**	**28.41%**

Administrative expenses allocated based on projected Employer Normal Cost and UAL Amortization contributions. See Table V-9.

SECTION V – CONTRIBUTIONS

Table V-8
Development of the Safety Member Contribution Rate as of June 30, 2023 for FYE 2025

	Tier 2	Tier 5	PEPRA	TOTAL
County and Former County				
A. Total Normal Cost Rate	28.11%	34.45%	26.60%	**29.43%**
B. Member Contribution Rate	12.81%	14.32%	13.30%	**13.63%**
C. Employer Normal Cost Rate (A-B)	15.30%	20.13%	13.30%	**15.80%**
D. UAL Amortization Rate	28.84%	28.84%	28.84%	**28.84%**
E. Administrative Expense Rate	1.24%	1.38%	1.19%	**1.26%**
F. Net June 30, 2023 Contribution Rate (C+D+E)	**45.38%**	**50.35%**	**43.33%**	**45.90%**
Ceres and Other Districts				
A. Total Normal Cost Rate		35.54%	29.47%	**33.02%**
B. Member Contribution Rate		14.10%	14.73%	**14.36%**
C. Employer Normal Cost Rate (A-B)		21.44%	14.74%	**18.66%**
D. UAL Amortization Rate		61.33%	61.33%	**61.33%**
E. Administrative Expense Rate		2.33%	2.15%	**2.26%**
F. Net June 30, 2023 Contribution Rate (C+D+E)		**85.10%**	**78.22%**	**82.25%**

Administrative expenses allocated based on projected Employer Normal Cost and UAL Amortization contributions. See Table V-10.

Tables V-9 and V-10 show the allocation of the administrative expense for each group and tier. The administrative expense is allocated to each group and tier based on its share of the projected employer contributions prior to inclusion of the administrative expense.

Classic Values, Innovative Advice

Stanislaus County Employees' Retirement Association

Actuarial Valuation as of June 30, 2023

Produced by Cheiron

February 2024

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CHEIRON

Classic Values, Innovative Advice

February 21, 2024

Board of Retirement
Stanislaus County Employees' Retirement Association
832 12th Street, Suite 600
Modesto, California 95353

Dear Members of the Board,

At your request, we have conducted an actuarial valuation of the Stanislaus County Employees' Retirement Association (StanCERA, the Fund, the Plan) as of June 30, 2023. This report contains information on the Plan's assets and liabilities. This report also discloses employer contribution levels and required disclosures for the Plan's Annual Comprehensive Financial Report (ACFR). Your attention is called to the Foreword in which we refer to the general approach employed in the preparation of this report.

The purpose of this report is to present the results of the annual actuarial valuation of StanCERA. This report is for the use of StanCERA and its auditors in preparing financial reports in accordance with applicable law and accounting requirements. Any other user of this report is not an intended user and is considered a third party.

Cheiron's report was prepared solely for StanCERA for the purposes described herein, except that the Plan auditor may rely on this report solely for completing an audit related to the matters herein. It is not intended to benefit any third party, and Cheiron assumes no duty or liability to any such party.

This report and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices and our understanding of the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this report. This report does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

Sincerely,
Cheiron

Graham A. Schmidt, FSA, EA, FCA, MAAA
Principal Consulting Actuary

Jonathan B. Chipko, FSA, EA, MAAA
Consulting Actuary

FOREWORD

Cheiron has performed the actuarial valuation of the Stanislaus County Employees' Retirement Association as of June 30, 2023. The valuation is organized as follows:

- In Section I, the **Executive Summary,** we describe the purpose of an actuarial valuation, summarize the key results found in this valuation, and disclose important trends;

- The **Main Body** of the report presents details on the Plan's

  - Section II – Disclosures Related to Risk
  - Section III – Assets
  - Section IV – Liabilities
  - Section V – Contributions
  - Section VI – Required ACFR Exhibits

- In the **Appendices** we conclude our report with detailed information describing Plan membership (Appendix A), actuarial assumptions and methods employed in the valuation (Appendix B), a summary of pertinent Plan provisions (Appendix C), a glossary of key actuarial terms (Appendix D), and tables containing member contribution rates (Appendix E).

Future results may differ significantly from the current projections presented in this report due to such factors as the following: plan experience differing from that anticipated by the assumptions; changes in assumptions; and, changes in plan provisions or applicable law.

In preparing our report, we relied on information (some oral and some written) supplied by the StanCERA staff. This information includes, but is not limited to, Plan provisions, employee data, and financial information. We performed an informal examination of the obvious characteristics of the data for reasonableness and consistency in accordance with Actuarial Standard of Practice No. 23, Data Quality.

Cheiron utilizes ProVal, an actuarial valuation application leased from Winklevoss Technologies (WinTech), to calculate liabilities and project benefit payments. We have relied on WinTech as the developer of ProVal. We have reviewed ProVal, have a basic understanding of it, and have used it in accordance with its original intended purpose. We have not identified any material inconsistencies in assumptions or output of ProVal that would affect this report.

The deterministic and stochastic projections shown in this report were developed using R-Scan, our proprietary stochastic projection tool used to illustrate the impact of changes in assumptions, methods, plan provisions, or actual experience (particularly investment experience) on the future financial status of the Plan. R-Scan uses standard roll-forward techniques that implicitly assume a stable active population. Because R-Scan does not automatically capture how changes in one variable affect all other variables, some scenarios may not be consistent. We have relied on Cheiron colleagues who developed the tool, and we have used the tool in accordance with its purpose.

SECTION I – EXECTIVE SUMMARY

The primary purpose of the actuarial valuation and this report is to measure, describe, and identify the following as of the valuation date:

- The funded status of the Plan,
- Past and expected trends in the funding progress of the Plan,
- Employer and employee contribution rates for Plan Year 2024-2025, and
- An assessment and disclosure of key risks.

In the balance of this Executive Summary, we present (A) the basis upon which this year's valuation was completed, (B) the key findings of this valuation including a summary of all key results, (C) an examination of the historical trends, and (D) the projected outlook for the Plan.

A. Valuation Basis

This valuation determines the employer contributions required for the employers' fiscal years beginning July 1, 2024. The employers include the County of Stanislaus and related employers, the City of Ceres, and other participating Special Districts[1].

The Plan's funding policy is to collect contributions from the employers and employees equal to the sum of:

- The Normal Cost under the Entry Age Normal Cost Method,
- Amortization of the Unfunded Actuarial Liability (UAL), and
- The Fund's expected administrative expenses.

This valuation was prepared based on the data summarized in Appendix A, the assumptions and methods described in Appendix B, and the Plan provisions shown in Appendix C.

Actuarial experience studies are performed every three years. This valuation was performed based on the economic and demographic assumptions that were determined in the Actuarial Experience Study performed by Cheiron as of June 30, 2021 and reviewed by the Board on December 14, 2021. This valuation is the third and final to use the assumptions determined in the above experience study. An experience study will be performed next year for the June 30, 2024 valuation.

[1] Adjusted contribution rates for new employers – specifically for this valuation, the Stanislaus Regional Transit Authority – will be provided in a separate document.

B. Key Findings of this Valuation

The key results of the June 30, 2023 actuarial valuation are as follows:

- The actuarially determined employer contribution rate increased from 32.91% of payroll to 33.24% of payroll for the current valuation.

- The Plan's funded ratio, the ratio of Actuarial Assets over Actuarial Liability, decreased from 77.0% to 76.6%. However, the Plan's funded ratio on a market value basis increased from 74.0% to 74.6%.

- The Unfunded Actuarial Liability (UAL) is the excess of the Plan's Actuarial Liability over the Actuarial Value of Assets. The Plan experienced an increase in the UAL from $775.8 million to $825.8 million as of June 30, 2023. This increase in UAL was largely due to investment and demographic experience losses.

- During the year ending June 30, 2023, the return on Plan assets was 6.92% on a market value basis net of investment (but not administrative) expenses, as compared to the 6.75% assumption. The Actuarial Value of Assets recognizes 20% of the difference between the expected and actual return on the Market Value of Assets (MVA). This method of smoothing the asset gains and losses returned 5.49% on the smoothed value of assets, an actuarial asset loss of $30.7 million. The loss in the Actuarial Value of Assets reflects the continued recognition of past investment gains and losses, with past investment losses offsetting the impact of the gain for the current year and leading to a higher market value return than actuarial value return.

- During the 2022-23 Plan Year, the actuarial liabilities of the Plan increased more than expected, with key factors being losses associated with new retirements, larger Cost of Living Adjustments (COLAs) than expected for members in pay status, and higher pay increases than expected for continuing actives. These and other unexpected changes resulted in a liability loss of $33.5 million.

- Overall participant membership increased from 10,116 to 10,293 total members compared to last year. There were 635 new hires and rehires during 2022-2023 and the total active population increased from 4,323 to 4,475. Total projected pensionable payroll increased from $333,773,583 to $357,235,307, or 7.0%.

SECTION I – EXECTIVE SUMMARY

In Tables I-1 and I-2 below, we summarize the key results of the valuation with respect to assets and liabilities, contributions, and membership. The results are presented and compared for both the current and prior Plan year.

Table I-1
Stanislaus County Employees' Retirement Association
Summary of Key Valuation Results
(in millions)

Valuation Date Fiscal Year End	June 30, 2022 2024	June 30, 2023 2025	Absolute Change
Actuarial Liability	$ 3,379.6	$ 3,535.3	$ 155.7
Actuarial Value of Assets[1]	2,603.8	2,709.5	105.7
Unfunded Actuarial Liability (Actuarial Value)	$ 775.8	$ 825.8	$ 50.0
Funding Ratio (Actuarial Value)	77.0%	76.6%	-0.4%
Market Value of Assets[1]	2,499.8	2,635.6	135.8
Unfunded Actuarial Liability (Market Value)	$ 879.8	$ 899.7	$ 19.9
Funding Ratio (Market Value)	74.0%	74.6%	0.6%
Net Employer Contribution Rate	32.91%	33.24%	0.33%

[1] Net of non-valuation reserves.

Table I-2
Membership Total[2]

Item	June 30, 2022	June 30, 2023	% Change
Actives	4,323	4,475	3.5%
Deferred Members	1,317	1,225	-7.0%
Retired Members	4,476	4,593	2.6%
Total Members	10,116	10,293	1.7%
Ratio of Inactive Members to Active Members	134.0%	130.0%	
Active Member Payroll (FYE 2023/2024)	$ 333,773,583	$ 357,235,307	7.0%
Average Pay per Active	$ 77,209	$ 79,829	3.4%

[2] Excludes non-vested terminated members due refunds.

The ratio of inactive members (i.e., those receiving benefits or those entitled to a deferred benefit) to active members is a measure of the maturity of the plan. It shows how many inactive members are supported by each active member. A higher ratio indicates a more mature plan and potentially higher risk since the retiree benefits are larger relative to the contribution base, i.e., the active member payroll. Table I-2 shows that the ratio of inactive members to active members

SECTION I – EXECTIVE SUMMARY

decreased this year due to a larger increase in active members than inactive members, but the ratio remains well above 1.0, indicating the Plan is still relatively mature.

Changes in UAL

The Unfunded Actuarial Liability (UAL) for StanCERA increased by $50.0 million, from $775.8 million to $825.8 million. Table I-3 below presents the specific components of the change in the UAL.

Table I-3
Change in Unfunded Actuarial Liability

	Experience		in millions
1.	Unfunded actuarial liability, 6/30/2022	$	775.8
2.	Expected change in unfunded actuarial liability	$	(19.9)
3.	Unfunded increase due to investment loss		30.7
4.	Unfunded increase due to contribution deficit		5.6
5.	Unfunded increase due to liability loss		33.5
6.	Total change in unfunded actuarial liability	$	50.0
7.	Unfunded actuarial liability, 6/30/2023	$	825.8

As noted earlier, the return on the actuarial assets used to compute the UAL and the employer contribution rate was 5.49% during the 2022-23 Plan Year. Investment returns lower than the assumed rate of 6.75% increased the UAL by $30.7 million.

Liability losses increased the UAL by $33.5 million, driven by losses associated with new retirements, larger Cost of Living Adjustments (COLAs) than expected for members in pay status, and higher pay increases than expected for continuing actives.

The UAL also increased by $5.6 million due to contributions lower than the actuarially determined cost. This is primarily a result of the 12-month lag in the implementation of contribution rates.

The expected change in the UAL due to the yearly amortization of the UAL balance – a decrease of $19.9 million, as a result of the amortization schedule for the current year – combined with the above UAL changes to produce an overall increase of $50.0 million.

SECTION I – EXECTIVE SUMMARY

Changes in Employer Contributions

Thus far, the experience of the 2022-23 Plan year has been presented in terms of the UAL and funded ratio. Table I-4 below summarizes the impact of actuarial experience and changes in assumptions on the employer contribution rate.

Table I-4
Employer Contribution Reconciliation

Item	Total	Normal Cost	Amortization	Admin Expense
FYE 2024 Net Employer Contribution Rate	***32.91%***	***11.00%***	***20.96%***	***0.95%***
Change Due to Asset Loss	0.65%	0.00%	0.65%	0.00%
Change Due to Contribution Deficit	0.12%	0.00%	0.12%	0.00%
Change Due to Liability Changes	0.50%	-0.21%	0.71%	0.00%
Change Due to Effect of Payroll on Amortization	-0.94%	0.00%	-0.90%	-0.04%
Total Change	0.33%	-0.21%	0.58%	-0.04%
FYE 2025 Net Employer Contribution Rate	***33.24%***	***10.79%***	***21.54%***	***0.91%***

- Asset experience produced an investment loss on a smoothed basis, as described earlier. The smoothed loss increased the contribution rate by 0.65% of pay. The ratio of Actuarial to Market Value of Assets is 102.8%. There are $74.0 million in net deferred losses as of June 30, 2023. There is also $25.0 million in a non-valuation Contingency Reserve.

- The Plan received a smaller contribution than the actuarially determined cost for the prior plan year. The net impact of the deficit was an increase in the employer contribution rate by 0.12% of pay.

- The liability experience of the Plan – rates of retirement, death, disability, and termination, as well as salary and COLA changes – caused an increase in employer contribution rate of 0.50% of pay. Losses associated with new retirees, COLA increases, and higher than expected pay increases for continuing active members were the largest factors contributing to an increase in the UAL and the associated amortization payment. The increase in the amortization payment was offset by a reduction in the employer-paid normal cost as a result of the continued transition of the active workforce to membership in the new PEPRA tiers, which reflect lower benefit levels for new hires.

- Overall projected payroll is higher than expected by about $14.3 million, increasing 7.0% compared to the 2.75% assumption. As a result, the unfunded liability amortization payment and administrative expenses are spread over a larger payroll base than expected, and the employer contribution rate decreased by 0.94% of pay.

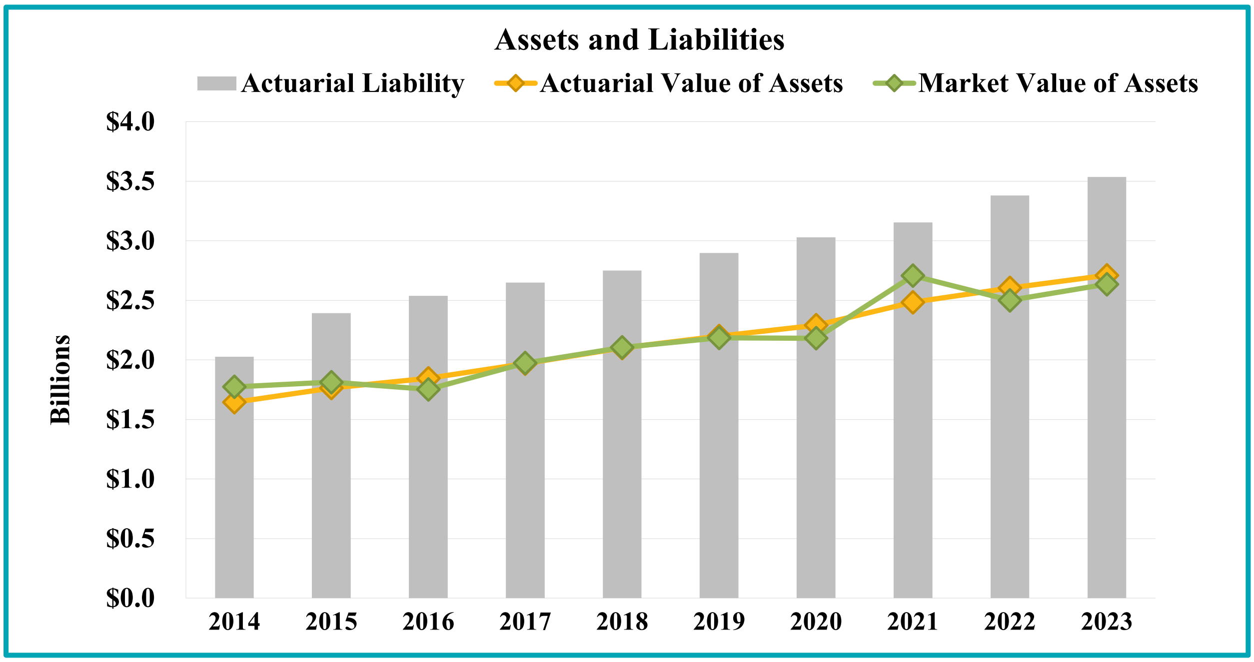
SECTION I – EXECTIVE SUMMARY

C. Historical Trends

Despite the fact that for most retirement plans the greatest attention is given to the current valuation results and in particular, the size of the current UAL and the employer contribution, it is important to remember that each valuation is merely a snapshot in the long-term progress of a pension fund. It is more important to judge a current year's valuation result relative to historical trends, as well as trends expected into the future.

Assets and Liabilities

The chart below compares the Market Value of Assets (MVA) and Actuarial Value of Assets (AVA) to the Actuarial Liabilities. The percentage shown in the table below the graph is the ratio of the Actuarial Value of Assets to the Actuarial Liability (the funded ratio). The funded ratio has decreased from 81.1% in 2014 to 76.6% as of June 30, 2023. The large drop in the funded ratio in 2015 was primarily due to changes in assumptions. The decrease in the funded ratio from last year to this year was primarily a result of investment losses and higher than expected COLAs and pay increases.

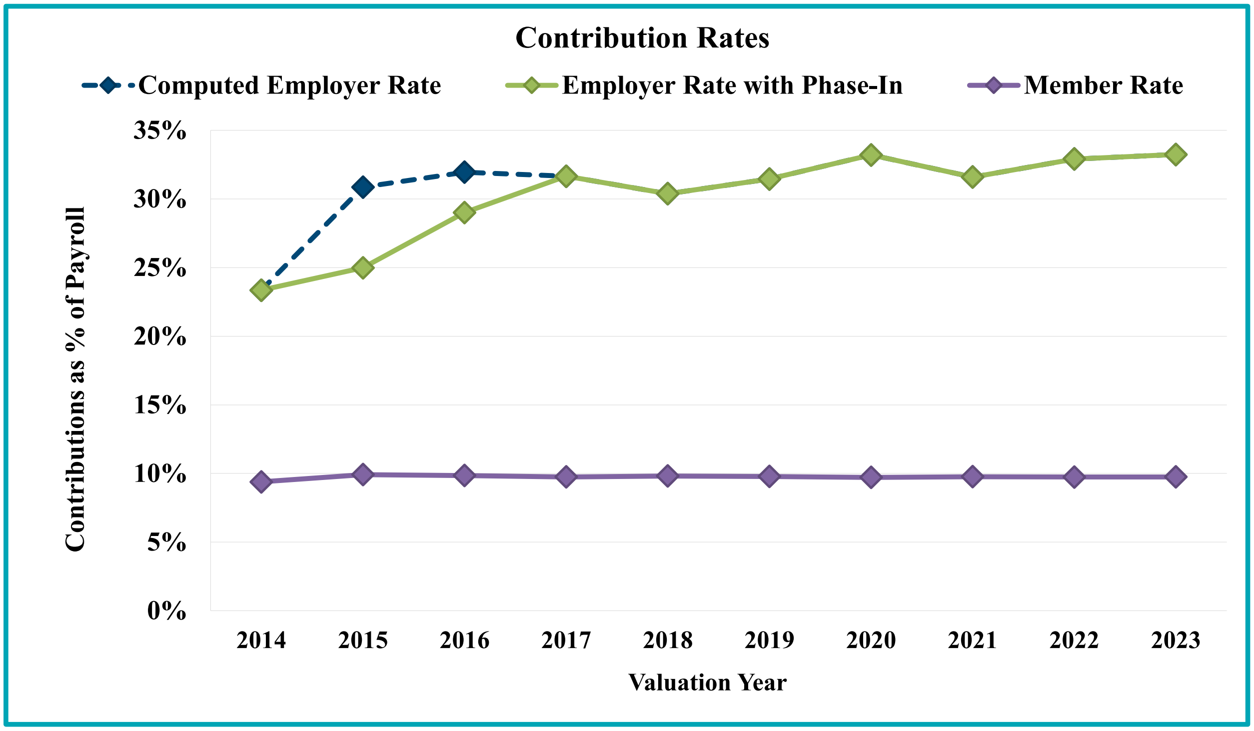


Valuation Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Funded Ratio	81.1%	73.7%	72.8%	74.3%	76.4%	75.9%	75.6%	78.8%	77.0%	76.6%
UAL (Billions)	$ 0.38	$ 0.63	$ 0.69	$ 0.68	$ 0.65	$ 0.70	$ 0.74	$ 0.67	$ 0.78	$ 0.83

SECTION I – EXECTIVE SUMMARY

Contribution Trends

In the chart below, we present the historical trends for the StanCERA contribution rates. The employer contribution rates have risen since 2014, primarily as a result of changes to the actuarial assumptions and methods. The average employee contribution rates have also increased as the Plan's economic and demographic assumptions have changed. The phase-ins shown from 2014-2016 recognized significant changes in the computed employer rate over a set period to help manage the financial impact for the Plan sponsors. The employer contribution rate increased this year due to investment and liability experience losses.



SECTION I – EXECTIVE SUMMARY

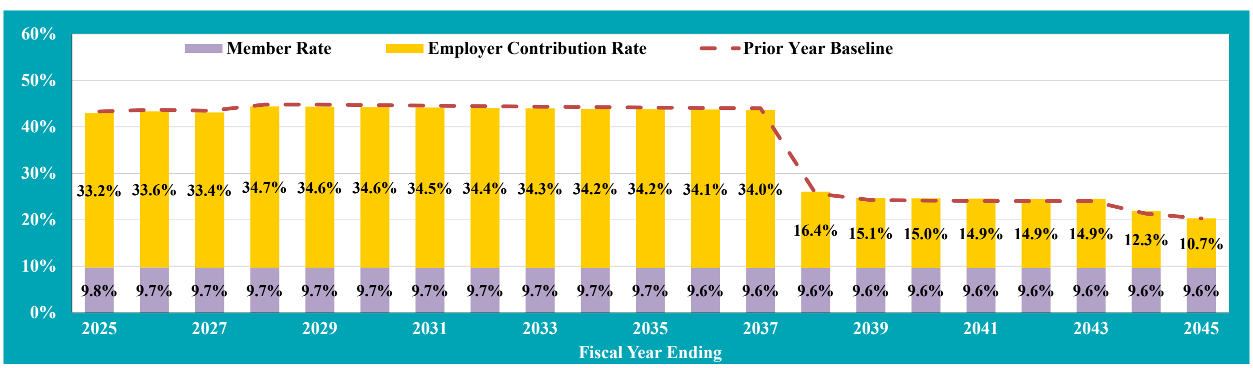
D. Future Expected Financial Trends

The analysis of projected financial trends is an important component of this valuation. In this Section, we present our assessment of the implications of the June 30, 2023 valuation results in terms of benefit security (assets compared to liabilities). All the projections in this section are based on the current actuarial assumptions, including the investment return assumption of 6.75%. We assume future total payroll increases of 2.75% per year. While the assumptions individually are reasonable for the underlying valuation that supports the projections, specifically for projection purposes, they are also considered reasonable in aggregate. Future outcomes become increasingly uncertain over time, and therefore the general trends and not the absolute values should be considered in the review of these projections.

The graph below shows the expected employer and employee contribution rates based on achieving the 6.75% assumption **each year** for the next 20 years. This scenario is highly unlikely: even if the Plan does achieve an **average** return of 6.75% over this period, the returns in each given year will certainly vary. The expected total contribution rates based on the prior year valuation as of June 30, 2022 are shown (in the dashed line) for comparison. The prior year's expected rates are very similar to those from the current projection.

The contribution rate graph shows that employer contribution rates are expected to increase gradually over the next three years as deferred investment losses are recognized in the actuarially smoothed assets and then stay relatively stable until the initial amortization base established in 2021, covering the bulk of the unfunded liability, has been paid down.

Projection of Contributions, 6.75% Return Each Year



The total contribution rate (employer plus employee) is approximately 43% of member payroll for the June 30, 2023 valuation. It is expected to gradually increase to approximately 44% through FYE 2028 if all actuarial assumptions are met, as market value asset losses from prior years are recognized in the actuarially smoothed assets. The total contribution rate is expected to gradually decline after FYE 2028 as PEPRA members replace legacy members, lowering the average normal cost of the Plan.

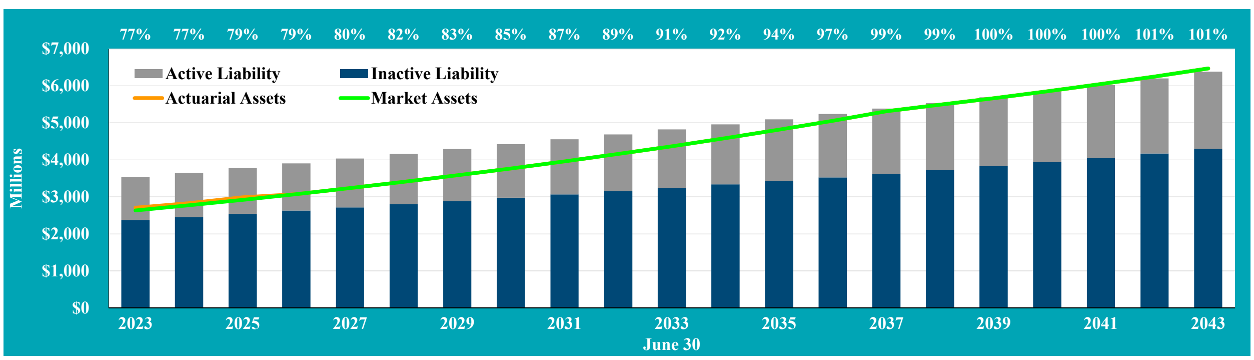
SECTION I – EXECTIVE SUMMARY

After 13 years, the total contribution rate is expected to drop due to the end of the amortization period for the initial 2021 amortization base. Thereafter, the total contribution rate mostly represents expected normal cost plus administrative expenses, along with UAL amortization payments for any gains and losses that occurred after July 1, 2021. The ends of the amortization periods only affect the employer contribution rate; they have no impact on the employee contribution rate.

Asset and Liability Projections:

The following graph shows the projection of assets and liabilities assuming that assets will earn the 6.75% assumption each year during the projection period. The funded ratio shown is based on the Actuarial Value of Assets. The Actuarial Value of Assets is more than the Market Value of Assets as of June 30, 2023; under the five-year smoothing policy, the two are assumed to be equal past 2026 if there are no additional asset gains/losses.

Projection of Assets and Liabilities, 6.75% Return Each Year
($ millions)



The graph above shows that the projected funded status remains relatively level for several years before increasing more steadily. The funded ratio approaches 100% after 14 years, as can be expected based on the amortization policy and the one-year contribution lag, assuming the actuarial assumptions are achieved.

However, it is the **actual** return on Plan assets that will determine the future funded status and contribution rate to the Fund.

We note that the funded ratio is expected to gradually climb above 100%; this is because under the PEPRA legislation, the employer contribution is not allowed to fall below the level of the Normal Cost unless the Plan reaches at least 120% funded (and other conditions are met).

Actuarial valuations are based on a set of assumptions about future economic and demographic experience. These assumptions represent a reasonable estimate of future experience, but actual future experience will undoubtedly be different and may vary significantly.

SECTION II – DISCLOSURES RELATED TO RISK

Actuarial Standard of Practice (ASOP 51) requires actuaries to identify and assess risks that "may reasonably be anticipated to significantly affect the plan's future financial condition." This section of the report is intended to identify the primary risks to the Plan, provide some background information about those risks, and provide an assessment of those risks.

Identification of Risks

A fundamental risk to a pension plan is that the contributions needed to pay the benefits become unaffordable. Even in the case that the Plan remains affordable, the contributions needed to support the Plan may differ significantly from expectations. While there are a number of factors that could lead to contribution amounts deviating from expectations, we believe the primary risks are:

- Investment risk,
- Assumption change risk, and
- Contribution risk.

Other risks that we have not identified may also turn out to be important.

Investment Risk is the potential for investment returns to be different than expected. Lower investment returns than anticipated will increase the unfunded actuarial liability necessitating higher contributions in the future unless there are other gains that offset these investment losses. The potential volatility of future investment returns is determined by the Plan's asset allocation and the affordability of the investment risk is determined by the amount of assets invested relative to the size of the plan sponsors or other contribution base.

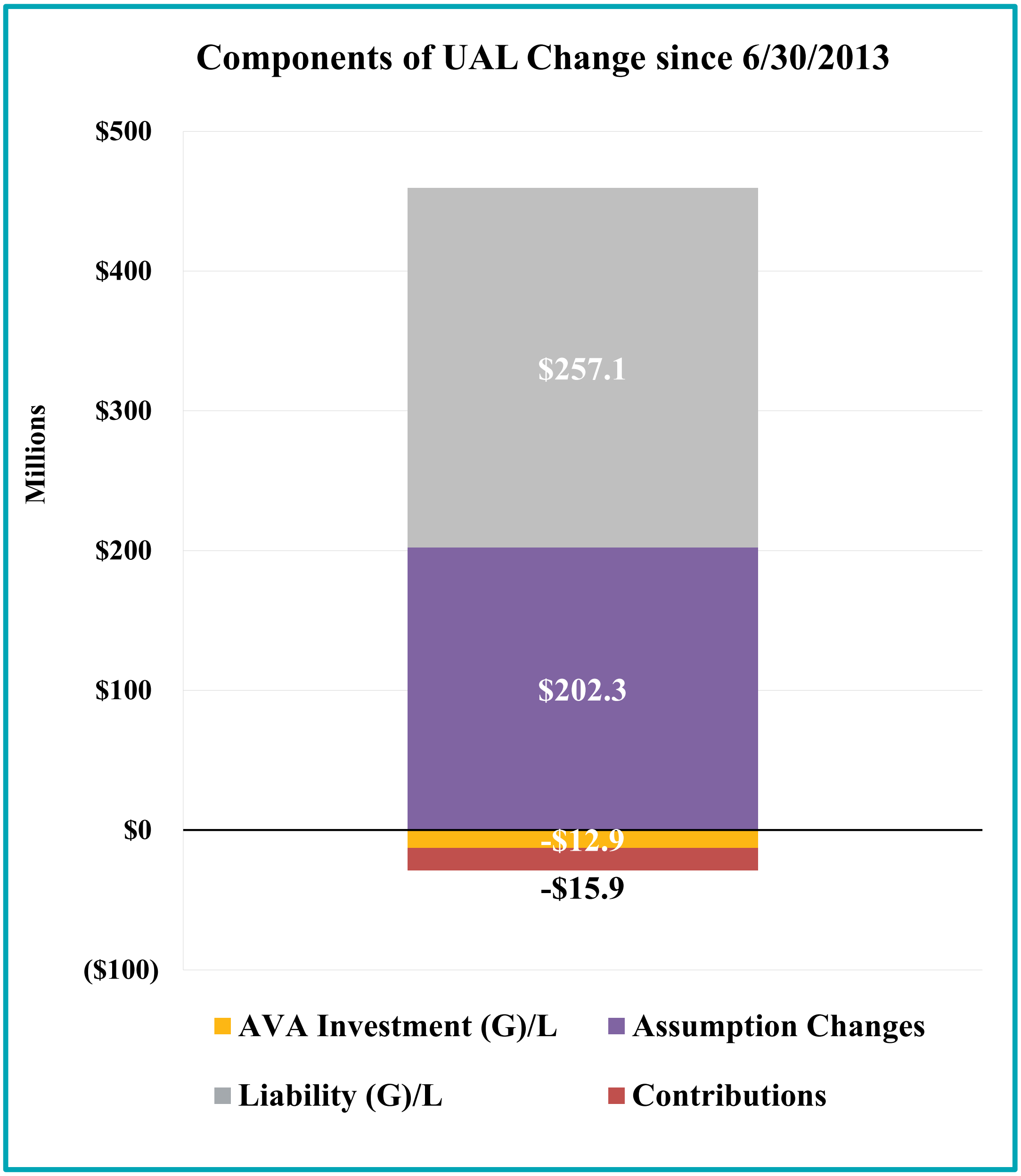
Assumption change risk is the potential for the environment to change such that future valuation assumptions are different than the current assumptions. For example, declines in interest rates over the last three decades (which have recently reversed) resulted in higher investment returns for fixed income investments but lower expected future returns, necessitating either a change in investment policy, a reduction in discount rate, or some combination of the two. Assumption change risk is an extension of the other risks identified, but rather than capturing the risk as it is experienced, it captures the cost of recognizing a change in environment when the current assumption is no longer reasonable.

Contribution risk is the potential for actual future contributions to deviate from expected future contributions. There are different sources of contribution risk such as the sponsor failing to make contributions in accordance with the funding policy or the contribution requirement becoming such a financial strain on the sponsor as a result of material changes in the contribution base (e.g., covered employees, covered payroll) that it affects the amount of contributions the Plan can collect.

SECTION II – DISCLOSURES RELATED TO RISK

The chart below shows the aggregated components contributing to the change in Unfunded Actuarial Liability (UAL) from June 30, 2013 through June 30, 2023. Over the last 10 years, the UAL has increased by approximately $430.6 million. The net liability losses (gray bar) of $257.1 million and assumption changes (purple bar) of $202.3 million are the primary sources of the UAL growth, resulting in a total UAL increase of $459.4 million. The contributions have been slightly above the "tread water" level (described later in this section, shown in the red bar), resulting in a decrease of $15.9 million in the UAL. Investment gains (gold bar) of $12.9 million have also decreased the UAL since June 30, 2013.

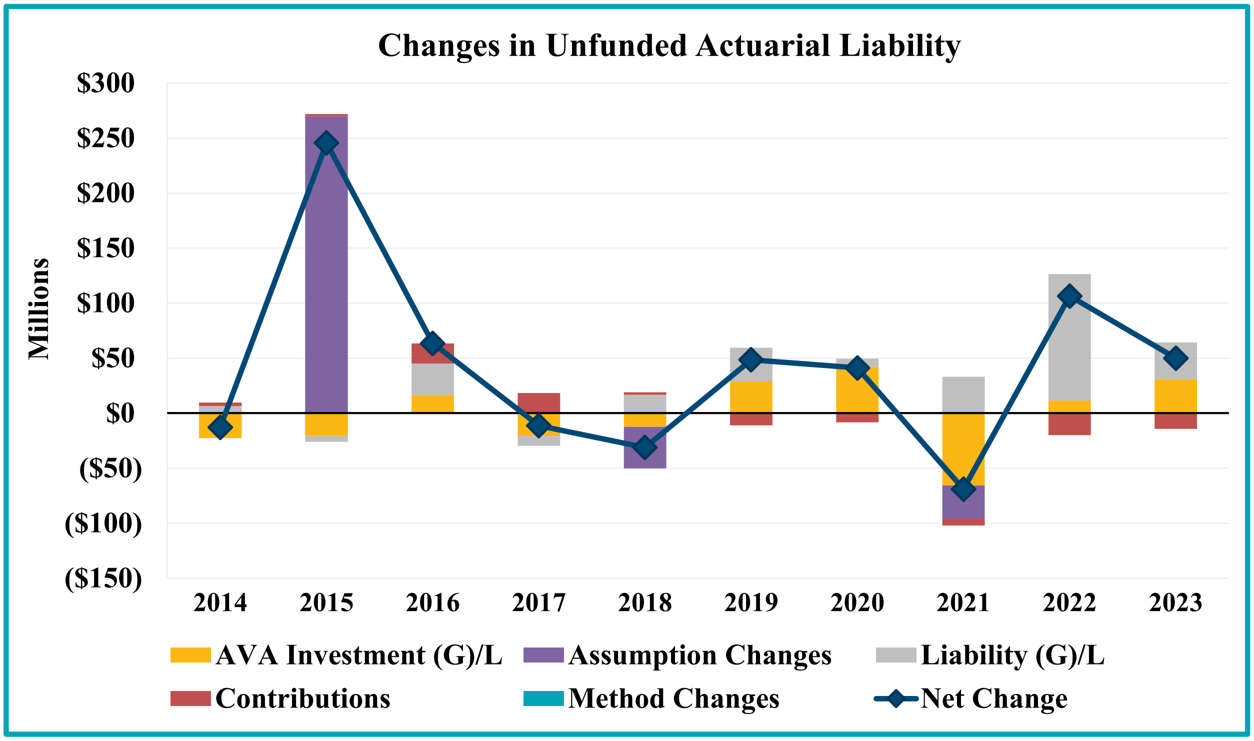
Chart II-1



SECTION II – DISCLOSURES RELATED TO RISK

Chart II-2 below details the annual sources of the UAL change (colored bars) for the plan years ending June 30. The net UAL change for each year is represented by the blue diamonds.

Chart II-2



Liability losses are the largest contributor to the increase in the UAL over the 10-year period, with a large portion of those losses occurring in the past three years when inflation was high. Triennial experience studies are performed in an effort to identify emerging trends and avoid consistent liability gains or losses.

On a market value basis, the average annual geometric return over the 10-year period has been 7.0% with investment gains on the AVA in five of those years decreasing the UAL, but investment losses in the other five years of the last decade. As of June 30, 2023, there are approximately $74.0 million of deferred losses that will be recognized over the next four years, with the large loss from 2021-2022 contributing most of the deferred losses.

Over the same time period, the assumed rate of return decreased from 7.75% to 6.75%. It is important to note that these changes simply reflect a downward revision of the estimate of future investment earnings and ultimately costs will be determined by actual investment earnings.

The impact of all assumption changes is represented by the purple bars and also includes decreases in mortality rates projected in the future. The assumption changes effective with the June 30, 2021 valuation included a change in the expected rate of return from 7.00% to 6.75%, but also contained demographic assumption changes, which reduced the UAL.

SECTION II – DISCLOSURES RELATED TO RISK

Each year the UAL is expected to increase for benefits earned in the current year (the normal cost), administrative expenses, and interest on the UAL. This expected increase is referred to as the tread water level. If contributions are greater than the tread water level, the UAL is expected to decrease. Conversely, if contributions are less than the tread water level, the UAL is expected to increase. The amortization policy (as well as the contribution-timing lag) can impact whether or not the contributions exceed the tread water level. For example, a long amortization period can result in contributions below the tread water cost. The contribution shortfalls in 2016 and 2017 were due to the phase-in of the 2015 assumption change impact.

Contributions did not meet the tread water level in the first five of the last 10 years, resulting in $44.0 million of increases to the UAL over that period. However, the amortization period has declined such that positive contributions to reduce the UAL principal have been made in each of the last five years, bringing the overall impact from contributions to a net $15.9 million decrease. The current funding policy amortizes unexpected changes in the UAL over closed periods of 20 years or less, which will likely continue the trend of contributions that reduce the UAL.

Table II-1 below numerically summarizes the changes in the UAL for each year by source over the last 10 years.

Table II-1

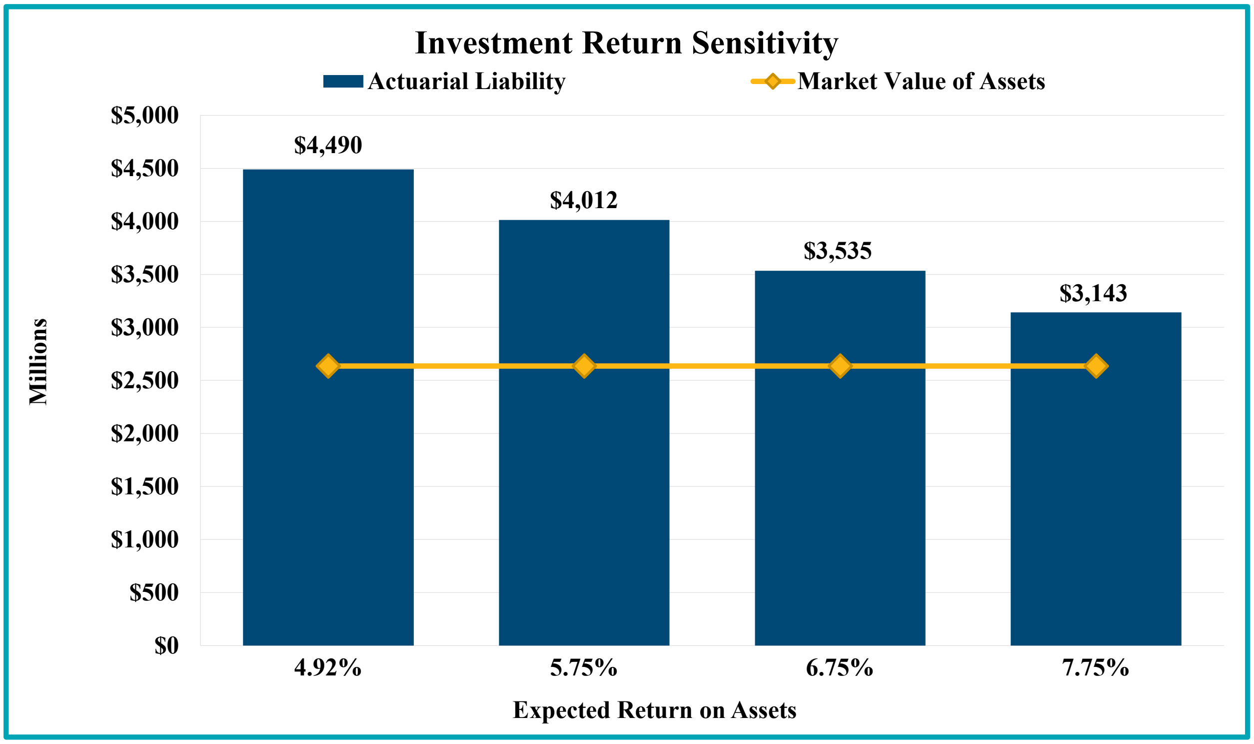
Table II-1
Unfunded Actuarial Liability (UAL) Change by Source

June 30,	Investment Experience	Liability Experience	Assumption Changes	Method Changes	Contributions	Total UAL Change
2014	($22,600,000)	$6,100,000	$400,000	$0	$3,243,000	($12,857,000)
2015	(20,600,000)	(5,600,000)	269,800,000	0	1,999,000	245,599,000
2016	16,300,000	28,900,000	0	0	18,210,000	63,410,000
2017	(20,800,000)	(8,900,000)	0	0	18,328,000	(11,372,000)
2018	(12,400,000)	16,800,000	(37,800,000)	0	2,260,000	(31,140,000)
2019	28,700,000	30,800,000	0	0	(11,023,000)	48,477,000
2020	42,100,000	7,400,000	0	0	(8,407,000)	41,093,000
2021	(65,700,000)	33,000,000	(30,100,000)	0	(6,240,000)	(69,040,000)
2022	11,400,000	115,100,000	0	0	(20,029,000)	106,471,000
2023	30,700,000	33,500,000	0	0	(14,238,000)	49,962,000
Total	**($12,900,000)**	**$257,100,000**	**$202,300,000**	**$0**	**($15,897,000)**	**$430,603,000**

Assessing Costs and Risks

Sensitivity to Investment Returns

The chart below compares the Market Value of Assets (line) to the Actuarial Liabilities (bars) discounted at the current expected rate of return and at discount rates 100 basis points above and below the expected rate of return. In addition, we have added an additional measurement, the Low-Default-Risk Obligation Measure (LDROM), which is the Actuarial Liability using a discount rate derived from low-default-risk fixed income securities that approximately match the benefit payments of the plan.



If investments return 6.75% annually, the Plan will need approximately $3.5 billion in assets today to pay the benefits associated with service earned to date, compared to current assets of $2.6 billion. If investment returns are only 5.75%, the Plan would need approximately $4.0 billion in assets today, and if investment returns are 7.75%, the Plan would need approximately $3.1 billion in assets today.

StanCERA invests in a diversified portfolio to achieve the best possible returns at an acceptable level of risk. StanCERA's average return over the last 25 years is 6.1%. Please refer to Table III-4 for the asset returns by year since 1997.

The low-risk portfolio for a pension plan would be composed entirely of low-default-risk fixed income securities whose cash flows approximately match the benefit cash flows of the plan.

SECTION II – DISCLOSURES RELATED TO RISK

However, such a portfolio would have a lower expected rate of return (4.92% as of June 30, 2023) than the diversified portfolio (6.75%). The LDROM represents what the Actuarial Liability would be if StanCERA's assets were invested in such a portfolio. As of June 30, 2023, the LDROM is $4.49 billion[1] compared to the Actuarial Liability of $3.54 billion for StanCERA. The $0.95 billion difference can be viewed as the expected savings from taking on the investment risk of the diversified portfolio. Alternatively, it can be viewed as the potential cost of minimizing the investment risk.

If StanCERA were to invest in the LDROM portfolio and not a diversified portfolio, the funded status would be lower, and the expected contribution requirements would increase. The security of StanCERA's pension benefits relies on current assets, future investment earnings, and the ability and willingness of employers to make future contributions. If StanCERA were to invest in the LDROM portfolio, it would not change current assets, but it could potentially reduce future investment earnings, potentially changing the level of reliance on future employer contributions. However, investing in an LDROM portfolio would generate more predicable future investment earnings and future contributions.

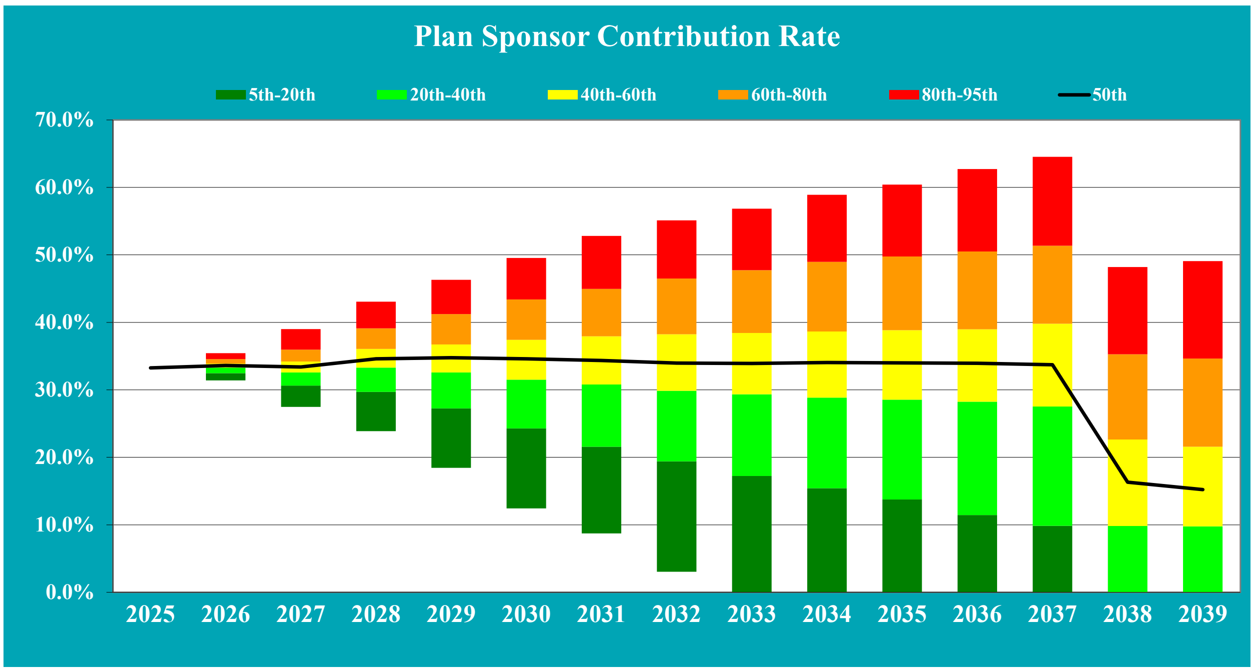
[1] Based on a discount rate equal to the June 30, 2023 FTSE Pension Liability Index of 4.92%, and all other assumptions and methods as used to calculate the Actuarial Liability.

SECTION II – DISCLOSURES RELATED TO RISK

Sensitivity to Investment Returns - Stochastic Projections

Stochastic projections serve to show the range of probable outcomes of various measurements. The graphs below and on the following page show the projected range of the employer contribution rate and of the funded ratio on an Actuarial Value of Assets basis. The range in both scenarios is driven by the volatility of investment returns (assumed to be based on a 12% standard deviation of annual returns, as indicated in NEPC's June 30, 2023 capital market assumptions). The stochastic projections of investment returns are based on an assumption that each future year's investment return is independent from all other years and is identically distributed according to a lognormal distribution. This assumption may result in an unrealistically wide range of compound investment returns over longer periods.

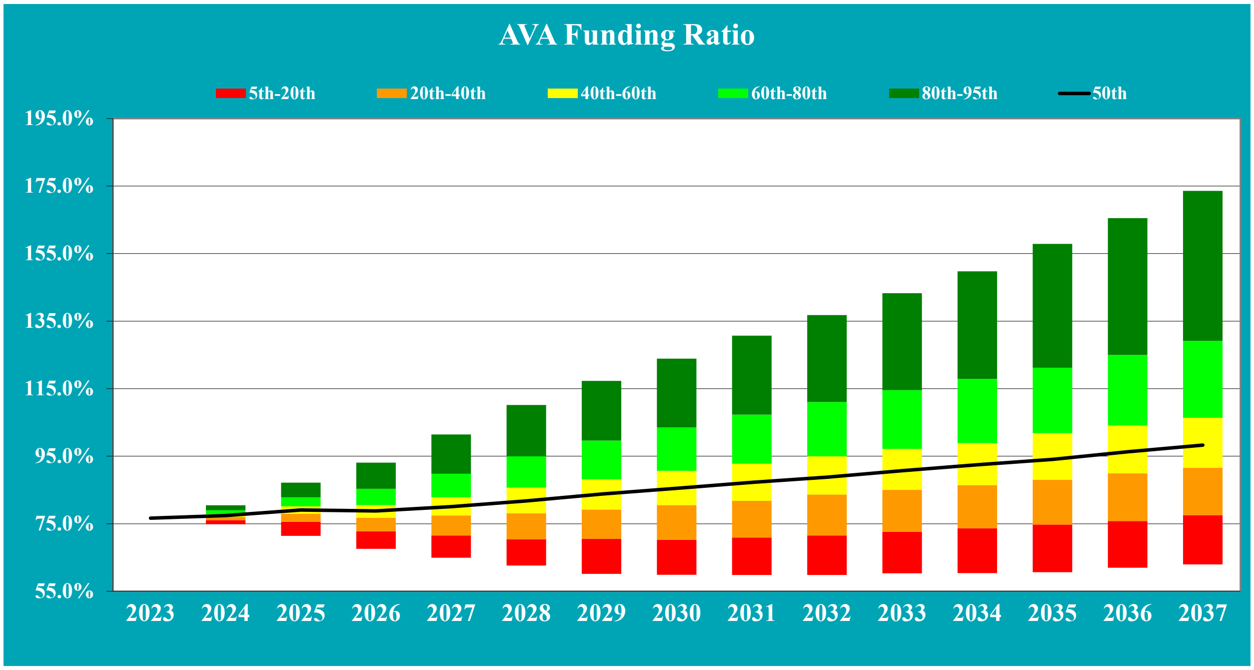
Stochastic Projection of Employer Contributions as a Percent of Pay



The stochastic projection of employer contributions as a percentage of pay shows the probable range of future contribution rates. The baseline contribution rate (black line), which is based on the median of the simulations using an average return of 6.75%, aligns closely with the projections discussed in subsection D. of the Executive Summary of this report. In the most pessimistic scenario shown, the 95th percentile, the projected employer contribution rate approaches 65% of pay by 2037. Conversely, the most optimistic scenario shown, the 5th percentile, the projected employer contribution rate declines to 0% by 2033. These projections allow the employer contribution to drop below the normal cost only if the Plan becomes extremely over-funded (above 120%), as required under PEPRA.

SECTION II – DISCLOSURES RELATED TO RISK

Stochastic Projection of Funded Ratio on an Actuarial Value of Assets Basis



The graph above shows the projection of the funded ratio based on the Actuarial Value of Assets, under the current layered amortization policy. While the baseline-funded ratio (black line) is projected to approach 100% at the end of the 15-year period shown here, there is a wide range of potential outcomes. Good investment returns have the likelihood of bringing the funded ratio well over 100%.

Due to the current funding policy of the Plan, even in scenarios with unfavorable investment returns, the Plan is projected to remain over 60% funded on an Actuarial Value of Assets basis, as long as the actuarially determined contributions continue to be made.

Sensitivity to Investment Returns – Projected FYE 2026 Employer Contribution Rate

The following graph focuses on the short-term, showing the impact that different FYE 2024 investment returns will have on the FYE 2026 Employer Contribution Rate.

The x-axis covers a range of potential FYE 2024 investment returns. The actual FYE 2024 investment return may fall outside of this range. The y-axis is the employer contribution rate.

The blue line shows the FYE 2025 employer contribution rate of 33.2%. The line is flat because the FYE 2025 rate is based on the June 30, 2023 valuation. It will not be impacted by the FYE 2024 investment return.

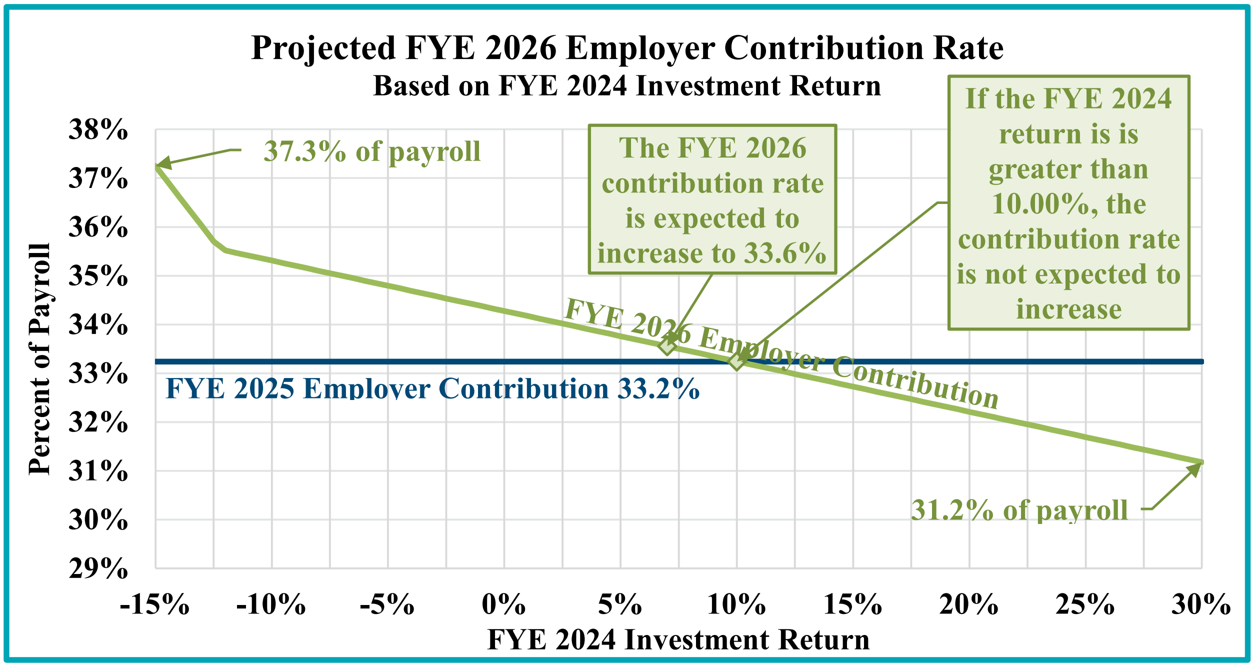
The FYE 2024 investment return will first impact the FYE 2026 contribution rate. The green line shows how that rate will vary for different investment returns. For example, a FYE 2024 return

SECTION II – DISCLOSURES RELATED TO RISK

of 30% results in an employer contribution rate of 31.2% of payroll. The FYE 2026 contribution rate is expected to be 33.6%, based on the investment return assumption of 6.75%.

The range of the projected FYE 2026 employer contribution rate is relatively narrow due to asset "smoothing". The rate is calculated using the Actuarial Value of Assets, which recognizes market value investment gains and losses over five years. In other words, only 20% of the FYE 2024 investment gain or loss will be reflected when calculating the FYE 2026 contribution rate.

The slope of the green line increases when returns drop below about -12%. This is caused by the 20% corridor included in the Actuarial Value of Assets calculation. The 20% corridor limits the Actuarial Value to no less than 80% and no more than 120% of the market value. Thus, investment losses beyond a certain level (-12%, in this case) are reflected in the Actuarial Value immediately, instead of gradually over five years. The Actuarial Value does not reach the bottom end of the corridor for this range of returns because the Market Value of Assets is currently less than Actuarial Value of Assets (i.e., the Actuarial Value starts closer to the top end of the corridor).



SECTION II – DISCLOSURES RELATED TO RISK

Contribution Risk

While investment returns are typically the dominant factor in volatility, contribution rates can also be sensitive to future salary increases and the hiring of new members. When member payroll growth stagnates or even declines, the dollar level of contributions made to the Plan also stagnates or declines since contributions are based on payroll levels, though this will generally only present a funding issue if there is an extended period of payroll reductions.

There is also a risk of the contribution rate increasing even higher when payroll decreases since the Plan's funding policy amortizes the UAL as a level percentage of pay. This means that the UAL payments increase at the assumed payroll growth rate of 2.75%, so that the payment is expected to remain constant as a percentage of payroll. If payroll growth is less than the expected 2.75% or there is a decline in payroll, the UAL payments are spread over a smaller payroll base and the contribution rate as a percentage of pay increases, potentially making the Plan less affordable for those sponsors with declining payroll and/or revenue bases.

For example, the UAL Amortization rate as of June 30, 2023 for the FYE 2024 is 21.54%. If the projected payroll for FYE 2024 were 2.75% lower, all else being equal, the UAL Amortization rate would increase to 22.15%.

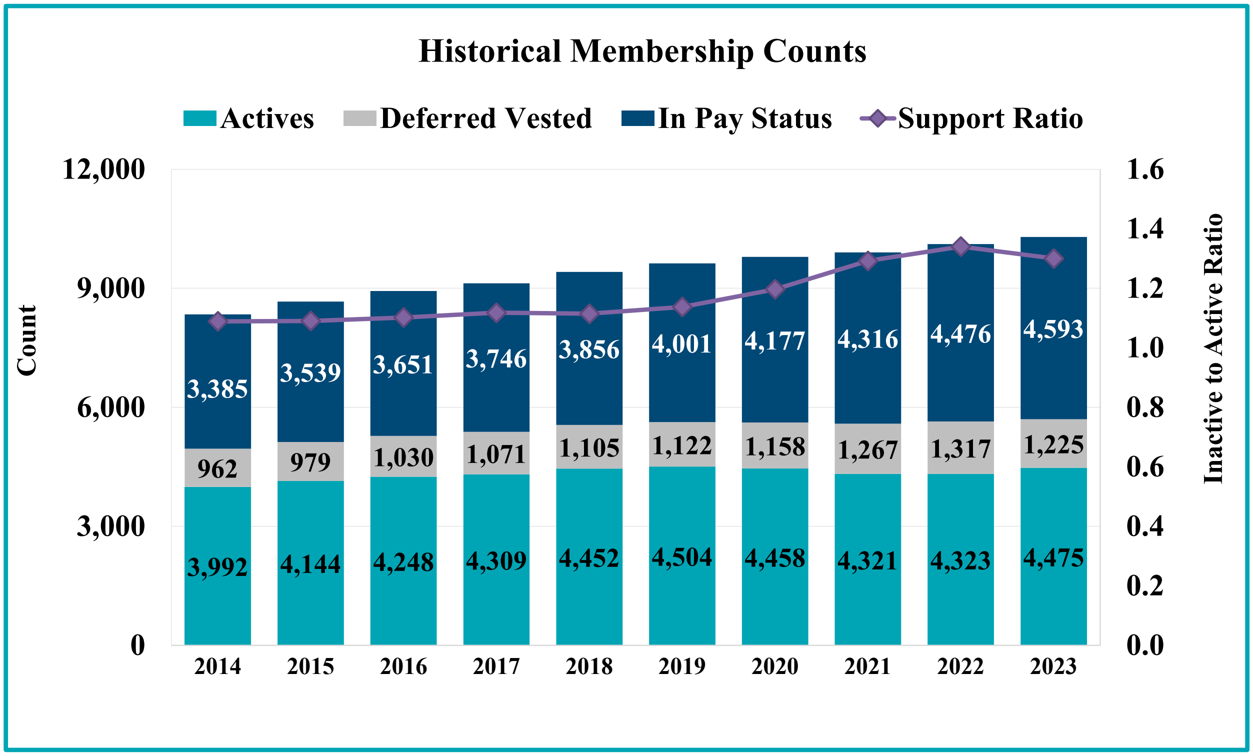
Plan Maturity Measures

The future financial condition of a mature pension plan is more sensitive to each of the risks identified above than a less mature plan. It is important to understand how the maturity has changed over time. Plan maturity can be measured in a variety of ways, but they all get at one basic dynamic – the larger the plan is compared to the contribution or revenue base that supports it, the more sensitive the plan will be to risk. The measures below have been selected as the most important in understanding the primary risks identified for the Plan.

SECTION II – DISCLOSURES RELATED TO RISK

Inactives per Active (Support Ratio)

One simple measure of plan maturity is the ratio of the number of inactive members to the number of active members. The Support Ratio is expected to increase gradually as a plan matures. The chart below shows the growth in the Support Ratio from 2014 to 2023 as the number of active members generally increased more slowly than the number of retirees and deferred members. Most of the increase occurred between 2019 and 2022.

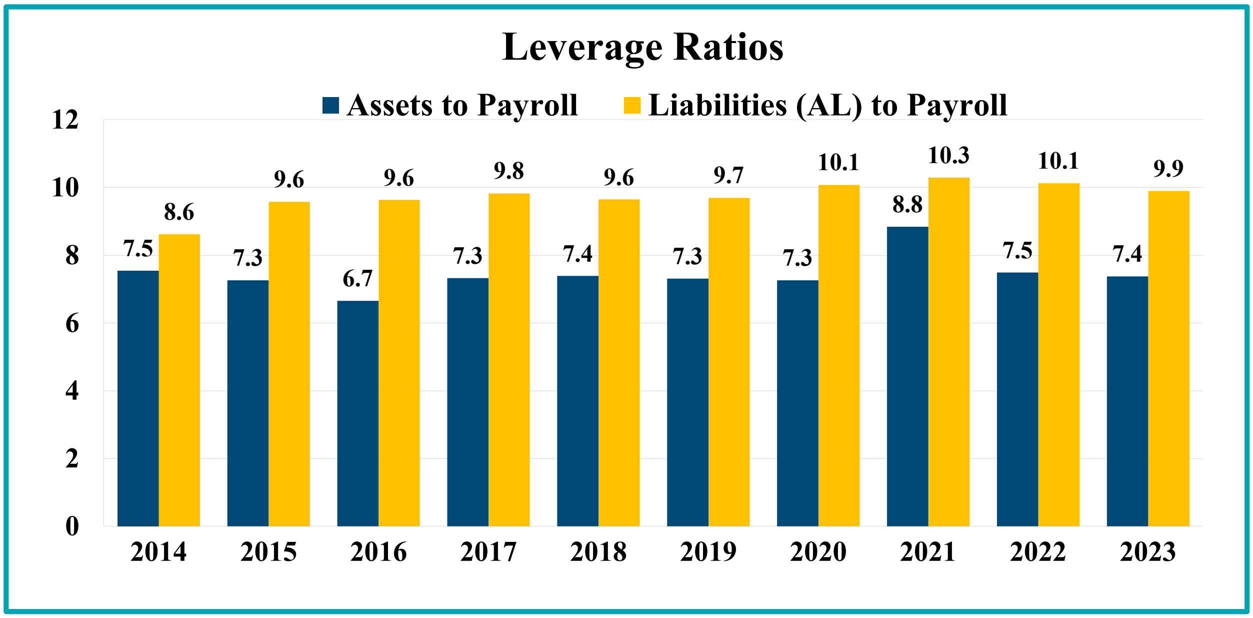


SECTION II – DISCLOSURES RELATED TO RISK

Leverage Ratios

Leverage or volatility ratios measure the size of the plan compared to its revenue base more directly. The asset leverage ratio is simply the market value of assets to active member payroll and indicates the sensitivity of the Plan to investment returns. The liability leverage ratio is the plan's actuarial liability to active member payroll and indicates the sensitivity of the Plan to assumption changes or liability experience.

The chart below shows the historical leverage ratios of the Plan. The liabilities to payroll ratio has remained at approximately 10.0 for the last nine years, and the asset to payroll ratio has remained at or above 7.0 – assets are seven times member payroll – for all but one of the last ten years.



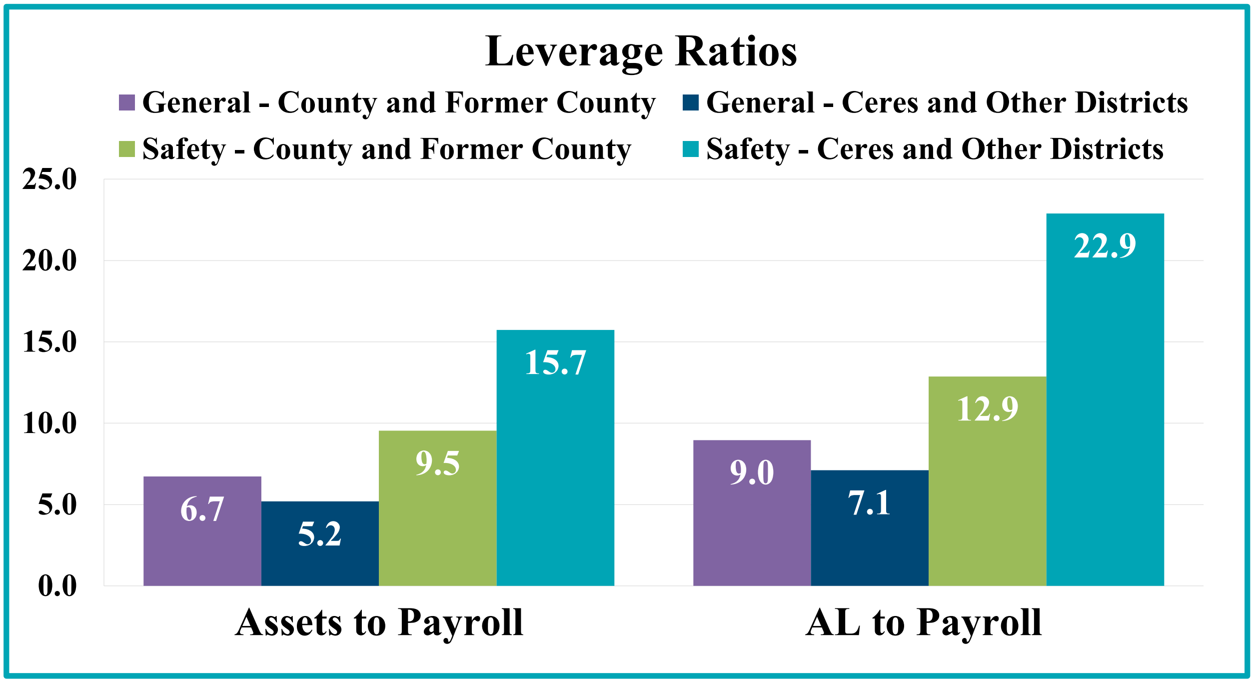
To appreciate the impact of the ratio of assets to payroll on plan cost, consider the situation for a new plan with almost no assets. Even if the assets suffer a bad year of investment returns, the impact on the plan cost is nil, because the asset level is so small.

As the Plan becomes better funded, the asset leverage ratio will increase, and if it were 100% funded, the asset leverage ratio would be about 10 times payroll, or the Actuarial Liability (AL) leverage ratio.

We note that the ratio of both assets and liabilities to payroll, and therefore the sensitivity to investment returns, is higher for the Safety members compared to the General members, because of the higher benefit amounts and the earlier average retirement ages for Safety. The ratios can also differ significantly for employer subgroups.

Attachment: Actuarial Report (FY 2025 Retirement Rates)

SECTION II – DISCLOSURES RELATED TO RISK



We first discuss the County and Former County employer subgroup. The General asset leverage ratio of 6.7 means that if the Plan's assets lose 10% of their value, which is a 16.75% actuarial loss compared to the expected return of 6.75%, the loss would be equivalent to 112% of payroll (16.75% times 6.7). The same investment loss for the Safety group with an asset ratio of 9.5 would be equivalent to approximately 159% of payroll. There is only one source of funding to make up for these investment losses: contributions. Consequently, barring future offsetting investment gains, the employer has to make up the asset loss in additional future contributions. In this example of a one-year loss of 10%, the shortfall will eventually require an additional annual amortization payment of approximately 8% and 12% of payroll for General and Safety, respectively, if amortized over 20 years. Contribution rates for the Safety members will generally be more volatile compared to General members.

If the Plan were fully funded, the 10% loss discussed above would translate to a loss of 150% of payroll for General and 216% of payroll for Safety. When amortized over 20 years, employer contributions would increase approximately 11% and 16% of payroll, respectively. Therefore, the Plan may become more sensitive to market variations in the future than it is today.

The disparity between the leverage ratios for Ceres and Other Districts is even greater. For this employer subgroup, the 10% asset loss would be the equivalent of 87% of payroll for General and 263% of payroll for Safety. When amortized over 20 years, employer contributions would increase approximately 6% and 19% of payroll, respectively.

SECTION II – DISCLOSURES RELATED TO RISK

More Detailed Assessment

While a more detailed assessment is always valuable to enhance the understanding of the risks identified above, we believe the scenarios illustrated above cover the primary risks facing the Plan at this time. We would be happy to provide the Board with a more in-depth analysis at their request.

SECTION III – ASSETS

Pension Plan assets play a key role in the financial operation of the Plan and in the decisions the Board may make with respect to future deployment of those assets. The level of assets, the allocation of assets among asset classes, and the methodology used to measure assets will likely impact benefit levels, employer contributions, and the ultimate security of participants' benefits.

In this section, we present detailed information on Plan assets including:

- **Disclosure** of Plan assets as of June 30, 2022 and June 30, 2023,
- Statement of the **changes** in market values during the year,
- Development of the **Actuarial Value of Assets**,
- An assessment of historical **investment performance versus inflation**, and
- An allocation of the Actuarial Value of Assets between the **cost-sharing groups**.

Disclosure

There are two types of asset values disclosed in the valuation, the Market Value of Assets and the Actuarial Value of Assets. The market value represents "snap-shot" or "cash-out" values, which provide the principal basis for measuring financial performance from one year to the next. Market values, however, can fluctuate widely with corresponding swings in the marketplace. As a result, market values are usually not as suitable for long-range planning as are the Actuarial Value of Assets, which reflects smoothing of annual investment returns.

Table III-1 on the next page discloses and compares each asset class as of June 30, 2022 and June 30, 2023.

SECTION III – ASSETS

Table III-1
Statement of Assets at Market Value

	Fiscal Year ending June 30, 2022	Fiscal Year ending June 30, 2023
Cash and Cash Equivalents		
Total Cash and Cash Equivalents	$ 68,001,805	$ 67,646,035
Receivables		
Interest and Dividends	$ 5,126,501	$ 6,477,394
Contributions	4,757,769	5,595,454
Securities Transactions	432,933	1,197,146
Total Receivables	$ 10,317,203	$ 13,269,994
Fixed Assets		
Capitalized Software	$ 0	$ 0
Real Estate Occupied	1,573,614	1,554,638
Real Estate Leased	1,049,794	1,037,141
Other	7,238,023	7,604,700
Total Fixed Assets	$ 9,861,431	$ 10,196,479
Investments at Market Value		
Fixed Income	$ 268,798,688	$ 333,115,283
Equities	968,222,097	1,063,686,197
Collateral on Loaned Securities	81,116,101	83,174,371
Other	1,217,916,435	1,190,614,647
Total Investments	$ 2,536,053,321	$ 2,670,590,498
Liabilities		
Accounts Payable	$ (15,309,238)	$ (15,253,090)
Security Transactions Payable	(988,077)	(1,038,000)
Collateral Held for Loaned Securities	(81,116,101)	(83,174,371)
Other	(395,000)	(395,000)
Total Liabilities	$ (97,808,416)	$ (99,860,461)
Market Value of Assets	**$ 2,526,425,344**	**$ 2,661,842,545**

SECTION III – ASSETS

Changes in Market Value

The components of asset change are:

- Contributions (employers and employee)
- Benefit payments
- Expenses (investment and administrative)
- Investment income (realized and unrealized)

Table III-2 on the next page shows the components of change in the Market Value of Assets during the fiscal years ending June 30, 2022 and June 30, 2023.

SECTION III – ASSETS

Table III-2
Changes in Market Values

Additions		Fiscal Year ending June 30, 2022		Fiscal Year ending June 30, 2023
Contributions				
Employer's Contribution	$	100,768,249	$	105,089,934
Members' Contributions		29,998,079		33,052,850
Total Contributions	**$**	**130,766,328**	$	**138,142,784**
Net Investment Income				
Net Appreciation/(Depreciation) in Fair Value of Investments	$	(191,378,355)	$	134,076,331
Interest and Dividends		49,088,179		55,969,574
Commission Recapture		32,929		14,491
Other Investment Income		699,924		2,741,855
Total Investment Income	**$**	**(141,557,323)**	**$**	**192,802,251**
Investment Expense		(27,898,500)		(19,763,497)
Net Investment Income	**$**	**(169,455,823)**	**$**	**173,038,754**
Securities Lending Activities				
Securities Lending Income	$	432,050	$	540,693
Expenses from Securities Lending Activities		(130,119)		(160,790)
Net Securities Lending Income		**301,931**		**379,903**
Total Net Investment Income	$	**(169,153,892)**	$	**173,418,657**
Total Additions	**$**	**(38,387,564)**	**$**	**311,561,441**
Deductions				
Benefits	$	158,258,447	$	168,768,709
Refunds		4,050,751		3,013,593
Administrative Costs		3,475,764		4,361,938
Total Deductions	$	**165,784,962**	$	**176,144,240**
Net Increase/(Decrease)	**$**	**(204,172,526)**	**$**	**135,417,201**
Net Assets Beginning of Year	**$**	**2,730,597,870**	**$**	**2,526,425,344**
Net Assets End of Year	**$**	**2,526,425,344**	**$**	**2,661,842,545**
Approximate Return		**-6.23%**		**6.92%**

SECTION III – ASSETS

Actuarial Value of Assets (AVA)

The Actuarial Value of Assets represents a "smoothed" value developed by the actuary to reduce the volatile results that could develop due to short-term fluctuations in the Market Value of Assets. For this Plan, the Actuarial Value of Assets is calculated on a modified market-related value. The Market Value of Assets is adjusted to recognize, over a five-year period, investment earnings which are greater than (or less than) the assumed investment return. However, in no event will the Actuarial Value of Assets be less than 80% or more than 120% of market value on the valuation date.

The Valuation Assets are the portion of the Actuarial Assets dedicated to funding the basic pension benefits. The Valuation Assets exclude the value of any non-valuation reserves, such as reserves established for legal contingencies. The Valuation Assets also exclude the value of any non-valuation contingency reserves, which have been established according to the Board's funding policy. In valuations prior to the June 30, 2014 valuation, a reserve associated with the Burial Allowance was excluded from the Valuation Assets; both the assets and liabilities associated with this benefit are included in this valuation.

The table on the following page shows the development of the actuarial asset and valuation assets values.

SECTION III – ASSETS

Table III-3
Development of Actuarial Value of Assets for 6/30/2023

Item		Total
1. Market Value as of 6/30/2022	$	2,526,425,344
2. Non-Investment Cash Flow for 2022-2023		(38,001,456)
3. Expected Return in 2022-2023		169,272,104
4. Expected Market Value as of 6/30/2023: (1 + 2 + 3)	$	2,657,695,992
5. Actual Return in 2022-2023		173,418,657
6. Actual Return Above Expected in 2022-2023: (5 - 3)		4,146,553
7. Market Value as of 6/30/2023	$	2,661,842,545
8. Deferred Recognition of Returns Above Expected		
A. 2022-2023 (80% of $4,146,553)		3,317,242
B. 2021-2022 (60% of -$352,306,668)		(211,384,001)
C. 2020-2021 (40% of $402,867,628)		161,147,051
D. 2019-2020 (20% of -$135,361,964)		(27,072,393)
E. Total	$	(73,992,101)
9. Preliminary Actuarial Value of Assets: (7 - 8E)	$	2,735,834,646
10. Corridor Limit		
A. 80% of Net Market Value		2,129,474,036
B. 120% of Net Market Value		3,194,211,054
11. Actuarial Value after Corridor as of 6/30/2023	**$**	**2,735,834,646**
12. Rate of Return on Actuarial Value of Assets		5.49%
13. Ratio of Actuarial Value to Market Value: (11 ÷ 7)		**102.8%**
14. Special (Non Valuation) Reserves:		
A. Health Insurance Reserves		0
B. Special COL Reserve		0
C. Legal Contingency Reserve		1,253,788
D. Tier 3 Disability Reserve		1,837
E. Contingency Reserve		25,007,665
F. Total Special Reserves (Market Value)	$	26,263,290
15. Adjusted Total Special Reserves (102.8% of Market, Except Contingency)	$	26,298,193
16. **Pension Reserves at Actuarial Value (Valuation Assets): (11 - 15)**	**$**	**2,709,536,453**

Attachment: Actuarial Report (FY 2025 Retirement Rates)

SECTION III – ASSETS

Historical Investment Performance

The table shows the historical annual asset returns on a market value, actuarial value, and valuation asset basis, as well as the increase in the Consumer Price Index (CPI) since 1997. Note that the returns prior to 2013 are expressed net of investment and administrative expenses; the returns for 2013 and all following years are expressed net of investment expenses only.

Table III-4
Net Return on Assets vs. Increase in Consumer Price Index

Year Ended June 30	Net Return at Market Value	Net Return at Actuarial Value	Net Return at Valuation Assets	Increase in Consumer Price Index[1]
1997	20.4%			2.3%
1998	13.4%			1.7%
1999	10.6%			2.0%
2000	6.3%			3.7%
2001	7.0%			3.2%
2002	-4.5%			1.1%
2003	5.2%		4.9%	2.1%
2004	6.1%		6.3%	3.3%
2005	8.2%		5.5%	2.5%
2006	9.9%		10.8%	4.3%
2007	16.0%	10.8%	0.6%	2.7%
2008	-8.5%	8.0%	16.7%	5.0%
2009	-17.2%	-9.6%	-9.4%	-1.4%
2010	15.6%	13.0%	14.7%	1.1%
2011	22.1%	3.5%	4.2%	3.6%
2012	0.1%	6.4%	6.5%	1.7%
2013	13.9%	7.0%	7.2%	1.8%
2014	18.0%	9.4%	9.5%	2.1%
2015	3.9%	9.1%	9.0%	0.1%
2016	-1.7%	6.3%	6.3%	1.0%
2017	14.4%	8.3%	8.4%	1.6%
2018	7.8%	7.9%	7.9%	2.9%
2019	4.7%	5.6%	5.6%	1.6%
2020	0.8%	5.0%	5.1%	0.6%
2021	25.4%	9.8%	9.9%	5.4%
2022	-6.2%	6.4%	6.3%	9.1%
2023	6.9%	5.5%	5.6%	3.0%
25-Year Compound Average	**6.1%**	**N/A**	**N/A**	**2.5%**
20-Year Compound Average	**6.5%**	**N/A**	**6.7%**	**2.6%**
15-Year Compound Average	**6.6%**	**6.1%**	**6.3%**	**2.3%**
10-Year Compound Average	**7.0%**	**7.3%**	**7.3%**	**2.7%**
5-Year Compound Average	**5.8%**	**6.4%**	**6.5%**	**3.9%**

[1] Based on All Urban Consumers - U.S. City Average, June indices.

Attachment: Actuarial Report (FY 2025 Retirement Rates)

SECTION III – ASSETS

Allocation of Actuarial Value of Assets by Cost-Sharing Group

The following table shows the allocation of the Actuarial Value of Assets between the four cost-sharing groups, which covers the employer subgroups (County / Former County Members and City of Ceres / Special District Members) as well as the valuation subgroups (General and Safety). First, the actuarial asset value from the prior year for each cost-sharing group is increased by employee and employer contributions and decreased by benefit payments and expenses. Expected returns are added to get an expected asset value. A final adjustment is applied for the actual (smoothed) investment returns, proportionate to each groups' share of the expected assets, such that the sum of the valuation assets allocated to each group equals the total of the valuation assets for StanCERA. These AVA values are used to calculate each group's UAL and the associated amortization payment.

For the year ending in 2023, the non-investment cash flow includes transfers related to data corrections. Retirees previously reported under the County/Former County subgroup were correctly reported under the City of Ceres/Special District subgroup for the first time. The associated transfers between cost-sharing groups are consistent with the previous valuation asset allocation methodology, which fully funded the liability associated with the retired members

Table III-5
Allocation of June 30, 2023 Actuarial Value of Assets
(in thousands)

		General		Safety		Total
		County and Former County	Ceres and Other Districts	County and Former County	Ceres and Other Districts	
1.	Actuarial Value of Assets					$ 2,709,536
2.	Allocated Actuarial Value of Assets as of 6/30/2022	$ 1,797,334	$ 57,307	$ 672,542	$ 76,579	$ 2,603,763
3.	Contributions for 2022-2023	89,806	3,348	40,089	4,900	138,143
4.	Benefit Payments for 2022-2023	(124,431)	(3,753)	(39,622)	(3,976)	(171,782)
5.	Allocated Administrative Expenses for 2022-2023	(2,850)	(110)	(1,250)	(151)	(4,362)
6.	Transfers related to Data Corrections for 2022-2023	0	0	(3,582)	3,582	0
7.	Non-Investment Cash Flow for 2022-2023 [3 + 4 + 5 + 6]	$ (37,476)	$ (514)	$ (4,365)	$ 4,354	$ (38,001)
8.	Expected Return in 2022-2023	120,076	3,851	45,371	5,195	174,492
9.	**Expected Assets as of 6/30/2023 [2 + 7 + 8]**	**$ 1,879,934**	**$ 60,644**	**$ 713,548**	**$ 86,128**	**$ 2,740,254**
10.	**Net Assets for Distribution [1 - 9]**					**$ (30,717)**
11.	Allocation of Net Assets	68.60%	2.21%	26.04%	3.14%	100.00%
12.	Remaining Assets	(21,073)	(680)	(7,999)	(965)	(30,717)
13.	**Actuarial Value of Assets [9 + 12]**	**$ 1,858,861**	**$ 59,964**	**$ 705,549**	**$ 85,162**	**$ 2,709,536**

SECTION IV – LIABILITIES

In this section, we present detailed information on Plan liabilities including:

- **Disclosure** of Plan liabilities on June 30, 2022 and June 30, 2023,
- Statement of **changes** in these liabilities during the year.

Disclosure

Several types of liabilities are calculated and presented in this report. Each type is distinguished by the people ultimately using the figures and the purpose for which they are using them. Note that these liabilities are not applicable for settlement purposes, including the purchase of annuities and the payment of lump sums.

- **Present Value of Future Benefits:** Used for measuring all future Plan obligations, represents the amount of money needed today to fully fund all benefits of the Plan both earned as of the valuation date and those to be earned in the future by current Plan participants, under the current Plan provisions.

- **Actuarial Liability:** Used for funding calculations, this liability is calculated taking the Present Value of Future Benefits and subtracting the present value of future Member Contributions and future Employer Normal Costs under an acceptable actuarial funding method. The method used for this Plan is called the **Entry Age Normal** (EAN) funding method.

- **Unfunded Actuarial Liability:** The excess of the Actuarial Liability over the Actuarial Value of Assets.

Table IV-1 on the following page discloses each of these liabilities for the current and prior valuations. With respect to each disclosure, a subtraction of the appropriate value of Plan assets yields, for each respective type, a **net surplus,** or an **Unfunded Actuarial Liability**.

SECTION IV – LIABILITIES

Table IV-1
Present Value of Future Benefits and Actuarial Liability
(in thousands)

	General		Safety		June 30, 2023	June 30, 2022
	County and Former County	Ceres and Other Districts	County and Former County	Ceres and Other Districts	Total	Total
Present Value of Future Benefits						
Actives	$ 1,183,381	$ 41,600	$ 487,866	$ 39,683	$ 1,752,530	$ 1,661,005
Terminated Vested	133,305	7,307	45,872	21,699	208,184	217,084
Retirees	1,351,500	43,285	449,693	53,522	1,898,000	1,792,823
Disabled	47,028	2,842	85,264	15,332	150,465	145,770
Beneficiaries	80,227	2,379	35,650	4,247	122,502	119,493
Total StanCERA	**$ 2,795,441**	**$ 97,413**	**$ 1,104,344**	**$ 134,482**	**$ 4,131,681**	**$ 3,936,175**
Actuarial Liability						
Total Present Value of Benefits	$ 2,795,441	$ 97,413	$ 1,104,344	$ 134,482	$ 4,131,681	$ 3,936,175
Present Value of Future Normal Costs						
Employer Portion	206,605	9,783	93,992	7,897	318,277	299,117
Employee Portion	180,158	7,712	84,236	6,008	278,115	257,504
Actuarial Liability	$ 2,408,678	$ 79,918	$ 926,116	$ 120,577	$ 3,535,289	$ 3,379,554
Actuarial Value of Assets	$ 1,858,861	$ 59,964	$ 705,549	$ 85,162	$ 2,709,536	$ 2,603,763
AVA Funded Ratio	77.2%	75.0%	76.2%	70.6%	76.6%	77.0%
Unfunded Actuarial Liability/(Surplus)	$ 549,817	$ 19,954	$ 220,567	$ 35,415	$ 825,753	$ 775,791

SECTION IV – LIABILITIES

The table shows the Actuarial Liabilities for each of the valuation cost-sharing groups, split by members' status.

Table IV-2
Liabilities by Group as of June 30, 2023
(in thousands)

	General		Safety		Total
	County and Former County	Ceres and Other Districts	County and Former County	Ceres and Other Districts	
Actuarial Liability					
Actives	$ 796,618	$ 24,106	$ 309,637	$ 25,778	$ 1,156,138
Terminated Vested	133,305	7,307	45,872	21,699	208,184
Retirees	1,351,500	43,285	449,693	53,522	1,898,000
Disabled	47,028	2,842	85,264	15,332	150,465
Beneficiaries	80,227	2,379	35,650	4,247	122,502
Total	**$ 2,408,678**	**$ 79,918**	**$ 926,116**	**$ 120,577**	**$ 3,535,289**

SECTION IV – LIABILITIES

Changes in Liabilities

Each of the Liabilities disclosed in the prior tables are expected to change at each valuation. The components of that change, depending upon which liability is analyzed, can include:

- New hires since the last valuation
- Benefits accrued since the last valuation
- Plan amendments increasing benefits
- Passage of time which adds interest to the prior liability
- Benefits paid to retirees since the last valuation
- Participants retiring, terminating, or dying at rates different than expected
- A change in actuarial or investment assumptions
- A change in the actuarial funding method

Unfunded liabilities will change because of all of the above, and also due to changes in Plan assets resulting from:

- Employer contributions different than expected
- Investment earnings different than expected
- A change in the method used to measure Plan assets

Table IV-3
Development of 2023 Experience Gain/(Loss)
(in millions)

Item		Cost
1. Unfunded Actuarial Liability at June 30, 2022	$	775.8
2. Middle of year actuarial liability payment		(69.9)
3. Interest to end of year on 1 and 2		50.0
4. Expected Unfunded Actuarial Liability at June 30, 2023 (1+2+3)	$	755.9
5. Actual Unfunded Liability at June 30, 2023		825.8
6. Experience Loss: (4 - 5)	$	(69.9)
7. Portion of experience loss due to:		
A. Investment experience	$	(30.7)
B. Contribution (shortfall)/excess		(5.6)
C. Other experience		(33.5)
D. Total		(69.9)

SECTION V – CONTRIBUTIONS

In the process of evaluating the financial condition of any pension plan, the actuary analyzes the assets and liabilities to determine what level of contributions is needed to properly maintain the funding status of the Plan. Typically, the actuarial process will use a funding technique that will result in a pattern of contributions that are both stable and predictable.

For this Plan, the actuarial funding method used to determine the Normal Cost and the Unfunded Actuarial Liability is the **Entry Age Normal (EAN)** cost method. There are three components to the total contribution: the **Normal Cost rate** (employee and employer), the **Unfunded Actuarial Liability rate** (UAL rate), and the **Administrative Expense** contribution.

The Normal Cost rate is determined in the following steps. First, an individual Normal Cost rate is determined by taking the value, as of entry age into the Plan, of each member's projected future benefits. This value is then divided by the value, also at entry age, of the member's expected future salary producing a Normal Cost rate that should remain relatively constant over a member's career.

The total normal cost is computed by adding the expected dollar amount of each active member's normal cost for the current year – known as the Individual Entry Age Method. The total normal cost is adjusted with interest to the middle of the year, to reflect the fact that the normal cost contributions are paid throughout the year as member payroll payments are made. Finally, the total Normal Cost rate is reduced by the member contribution rate to produce the employer Normal Cost rate. The member contribution rate for each subgroup is determined by adding the expected contributions for each member and dividing by the projected pay for each subgroup.

The EAN Actuarial Liability is calculated by subtracting the present value of future total normal cost from the Present Value of Future Benefits (as described at the beginning of Section IV).

The Unfunded Actuarial Liability (UAL) is the difference between the EAN Actuarial Liability and the Actuarial Value of Assets. The UAL payment is determined using the following pieces, and then divided by the projected payroll to calculate a UAL rate:

- The initial UAL as of June 30, 2021 is amortized over a period of 15 years (13 years remaining as of June 30, 2023) as level percentage of payroll, and
- Any subsequent unexpected changes in the UAL from actuarial gains or losses or assumptions changes are amortized over a period of 20 years as a level percentage of payroll, with new amortization layers established each year, and
- Any subsequent changes in the UAL due to plan amendments or other plan provision changes are amortized over a shorter period, based on the lesser of 15 years or the average future working lifetime for changes affecting active members, or the lesser of 10 years or the average remaining life expectancy for changes affecting inactive members.

Administrative expenses are assumed to be $3.3 million per year as of June 30, 2023, increasing 2.50% per annum. All administrative expenses are included with the employer's required contribution.

SECTION V – CONTRIBUTIONS

The table below presents the calculation of the contribution rates for the Plan for this valuation and compares the total contribution rate with the prior year rate. The tables on the following pages contain more details on the calculation of the UAL amortization payments, as well as details on the calculation of the contribution rates for each group and tier.

Table V-1
Development of the Net Employer Contribution Rate as of June 30, 2023 for FYE 2025

	June 30, 2023					June 30, 2022
	General		Safety		COMPOSITE	COMPOSITE
	County and Former County	Ceres and Other Districts	County and Former County	Ceres and Other Districts		
1. Total Normal Cost Rate	17.91%	20.45%	29.43%	33.02%	**20.54%**	**20.74%**
2. Member Contribution Rate	8.64%	9.28%	13.63%	14.36%	**9.75%**	**9.74%**
3. Employer Normal Cost Rate (1-2)	9.27%	11.17%	15.80%	18.66%	**10.79%**	**11.00%**
4. UAL Amortization	19.01%	16.46%	28.84%	61.33%	**21.54%**	**20.96%**
5. Administrative Expense Rate	0.80%	0.78%	1.26%	2.26%	**0.91%**	**0.95%**
6. Net Employer Contribution Rate (3+4+5)	29.08%	28.41%	45.90%	82.25%	**33.24%**	**32.91%**

SECTION V – CONTRIBUTIONS

Table V-2 summarizes the UAL rates for the Plan and its cost-sharing groups. The single equivalent amortization period (i.e., the length of time required to amortize the overall UAL as a level percentage of payroll based on the total current amortization payment) is approximately 14 years for StanCERA.

Table V-2
Development of UAL Amortization Rates

	General		Safety		TOTAL
	County and Former County	Ceres and Other Districts	County and Former County	Ceres and Other Districts	
Projected Payroll	$ 268,753,157	$ 11,240,921	$ 71,974,096	$ 5,267,133	$ 357,235,307
Unfunded Actuarial Liability (AVA)	$ 549,817,116	$ 19,954,185	$ 220,566,844	$ 35,414,515	$ 825,752,660
UAL Amortization Payment	$ 51,095,908	$ 1,850,337	$ 20,757,799	$ 3,230,309	$ 76,934,353
UAL Amortization Rate	19.01%	16.46%	28.84%	61.33%	21.54%

SECTION V – CONTRIBUTIONS

Tables V-3 through V-6 show the calculation of the UAL amortization payments for each cost-sharing group.

TABLE V-3
Development of UAL Amortization Payment
General - County and Former County

Type of Base	Date Established	Initial Amount	Initial Amortization Years	6/30/2023 Outstanding Balance	Remaining Amortization Years	Amortization Amount
Charges/(Credits)						
1. 6/30/2021 Initial UAL	6/30/2021	$ 440,505,361	15	$ 417,332,321	13	$ 41,287,065
2. 6/30/2022 Loss	6/30/2022	81,388,465	20	80,786,982	19	6,061,584
3. 6/30/2023 Loss	6/30/2023	51,697,812	20	51,697,812	20	3,747,258
				$ 549,817,116	14 [1]	$ 51,095,908

[1] Single equivalent amortization period (i.e., the length of time required to amortize the overall UAL as a level percentage of payroll based on the total current amortization period).

SECTION V – CONTRIBUTIONS

TABLE V-4
Development of UAL Amortization Payment
General - Ceres and Other Districts

Type of Base	Date Established	Initial Amount	Initial Amortization Years	6/30/2023 Outstanding Balance	Remaining Amortization Years	Amortization Amount
Charges/(Credits)						
1. 6/30/2021 Initial UAL	6/30/2021	$ 15,981,192	15	$ 15,140,492	13	$ 1,497,863
2. 6/30/2022 Loss	6/30/2022	1,407,528	20	1,397,126	19	104,829
3. 6/30/2023 Loss	6/30/2023	3,416,567	20	3,416,567	20	247,646
				$ 19,954,185	14 [1]	$ 1,850,337

[1] Single equivalent amortization period (i.e., the length of time required to amortize the overall UAL as a level percentage of payroll based on the total current amortization period).

SECTION V – CONTRIBUTIONS

TABLE V-5
Development of UAL Amortization Payment
Safety - County and Former County

Type of Base	Date Established	Initial Amount	Initial Amortization Years	6/30/2023 Outstanding Balance	Remaining Amortization Years	Amortization Amount
Charges/(Credits)						
1. 6/30/2021 Initial UAL	6/30/2021	$ 186,775,197	15	$ 176,949,780	13	$ 17,505,802
2. 6/30/2022 Loss	6/30/2022	35,770,373	20	35,506,020	19	2,664,077
3. 6/30/2023 Loss	6/30/2023	8,111,044	20	8,111,044	20	587,920
				$ 220,566,844	14 [1]	$ 20,757,799

[1] Single equivalent amortization period (i.e., the length of time required to amortize the overall UAL as a level percentage of payroll based on the total current amortization period).

SECTION V – CONTRIBUTIONS

TABLE V-6
Development of UAL Amortization Payment
Safety - Ceres and Other Districts

Type of Base	Date Established	Initial Amount	Initial Amortization Years	6/30/2023 Outstanding Balance	Remaining Amortization Years	Amortization Amount
Charges/(Credits)						
1. 6/30/2021 Initial UAL	6/30/2021	$ 26,058,366	15	$ 24,687,551	13	$ 2,442,362
2. 6/30/2022 Loss	6/30/2022	4,118,217	20	4,087,783	19	306,713
3. 6/30/2023 Loss	6/30/2023	6,639,182	20	6,639,182	20	481,234
				$ 35,414,515	14 [1]	$ 3,230,309

[1] Single equivalent amortization period (i.e., the length of time required to amortize the overall UAL as a level percentage of payroll based on the total current amortization period).

SECTION V – CONTRIBUTIONS

Tables V-7 and V-8 contain the calculations of the employer contribution rates for each group and tier.

Table V-7
Development of the General Member Contribution Rate as of June 30, 2023 for FYE 2025

	Tier 2	Tier 3	Tier 4	Tier 5	PEPRA	TOTAL
County and Former County						
A. Total Normal Cost Rate	19.09%	2.93%	22.87%	19.18%	17.07%	**17.91%**
B. Member Contribution Rate	8.19%	0.00%	7.90%	8.95%	8.53%	**8.64%**
C. Employer Normal Cost Rate (A-B)	10.90%	2.93%	14.97%	10.23%	8.54%	**9.27%**
D. UAL Amortization Rate	19.01%	19.01%	19.01%	19.01%	19.01%	**19.01%**
E. Administrative Expense Rate	0.84%	0.62%	0.96%	0.82%	0.78%	**0.80%**
F. Net June 30, 2023 Contribution Rate (C+D+E)	**30.75%**	**22.56%**	**34.94%**	**30.06%**	**28.33%**	**29.08%**
Ceres and Other Districts						
A. Total Normal Cost Rate	17.13%			23.40%	18.63%	**20.45%**
B. Member Contribution Rate	8.26%			9.28%	9.31%	**9.28%**
C. Employer Normal Cost Rate (A-B)	8.87%			14.12%	9.32%	**11.17%**
D. UAL Amortization Rate	16.46%			16.46%	16.46%	**16.46%**
E. Administrative Expense Rate	0.71%			0.86%	0.73%	**0.78%**
F. Net June 30, 2023 Contribution Rate (C+D+E)	**26.04%**			**31.44%**	**26.51%**	**28.41%**

Administrative expenses allocated based on projected Employer Normal Cost and UAL Amortization contributions. See Table V-9.

SECTION V – CONTRIBUTIONS

Table V-8
Development of the Safety Member Contribution Rate as of June 30, 2023 for FYE 2025

	Tier 2	Tier 5	PEPRA	TOTAL
County and Former County				
A. Total Normal Cost Rate	28.11%	34.45%	26.60%	**29.43%**
B. Member Contribution Rate	12.81%	14.32%	13.30%	**13.63%**
C. Employer Normal Cost Rate (A-B)	15.30%	20.13%	13.30%	**15.80%**
D. UAL Amortization Rate	28.84%	28.84%	28.84%	**28.84%**
E. Administrative Expense Rate	1.24%	1.38%	1.19%	**1.26%**
F. Net June 30, 2023 Contribution Rate (C+D+E)	**45.38%**	**50.35%**	**43.33%**	**45.90%**
Ceres and Other Districts				
A. Total Normal Cost Rate		35.54%	29.47%	**33.02%**
B. Member Contribution Rate		14.10%	14.73%	**14.36%**
C. Employer Normal Cost Rate (A-B)		21.44%	14.74%	**18.66%**
D. UAL Amortization Rate		61.33%	61.33%	**61.33%**
E. Administrative Expense Rate		2.33%	2.15%	**2.26%**
F. Net June 30, 2023 Contribution Rate (C+D+E)		**85.10%**	**78.22%**	**82.25%**

Administrative expenses allocated based on projected Employer Normal Cost and UAL Amortization contributions. See Table V-10.

Tables V-9 and V-10 show the allocation of the administrative expense for each group and tier. The administrative expense is allocated to each group and tier based on its share of the projected employer contributions prior to inclusion of the administrative expense.

SECTION V – CONTRIBUTIONS

Table V-9
Development of the General Member Administrative Expense Rate as of June 30, 2023 for FYE 2025

	Tier 2	Tier 3	Tier 4	Tier 5	PEPRA	TOTAL
County and Former County						
A. Projected Payroll for FYE 2024	$ 17,470,565	$ 492,122	$ 70,255	$ 93,538,916	$ 157,181,299	**$ 268,753,157**
B. Employer Normal Cost Rate	10.90%	2.93%	14.97%	10.23%	8.54%	
C. UAL Amortization Rate	19.01%	19.01%	19.01%	19.01%	19.01%	
D. Employer Contribution Rate						
Prior to Administrative Expense (B+C)	29.91%	21.94%	33.98%	29.24%	27.55%	
E. Projected Employer Contribution for FYE 2024						
Prior to Administrative Expense						
1. Normal Cost (A*B)	$ 1,904,292	$ 14,420	$ 10,518	$ 9,569,031	$ 13,423,283	**$ 24,921,544**
2. UAL Amortization (A*C)	3,321,154	93,552	13,355	17,781,748	29,880,165	**51,089,974**
3. Total Prior to Administrative Expense (A*D)	$ 5,225,446	$ 107,972	$ 23,873	$ 27,350,779	$ 43,303,448	**$ 76,011,518**
F. Allocated Administrative Expense	$ 147,356	$ 3,045	$ 673	$ 771,284	$ 1,221,145	**$ 2,143,504**
G. Administrative Expense Rate (F÷A)	**0.84%**	**0.62%**	**0.96%**	**0.82%**	**0.78%**	
H. Projected Employer Contribution for FYE 2024						
Due to Administrative Expense (A*G)	$ 146,753	$ 3,051	$ 674	$ 767,019	$ 1,226,014	**$ 2,143,511**
Ceres and Other Districts						
A. Projected Payroll for FYE 2024	$ 224,776			$ 4,336,696	$ 6,679,449	**$ 11,240,921**
B. Employer Normal Cost Rate	8.87%			14.12%	9.32%	
C. UAL Amortization Rate	16.46%			16.46%	16.46%	
D. Employer Contribution Rate						
Prior to Administrative Expense (B+C)	25.33%			30.58%	25.78%	
E. Projected Employer Contribution for FYE 2024						
Prior to Administrative Expense						
1. Normal Cost (A*B)	$ 19,938			$ 612,342	$ 622,525	**$ 1,254,805**
2. UAL Amortization (A*C)	36,998			713,820	1,099,437	**1,850,255**
3. Total Prior to Administrative Expense (A*D)	$ 56,936			$ 1,326,162	$ 1,721,962	**$ 3,105,060**
F. Allocated Administrative Expense	$ 1,606			$ 37,397	$ 48,559	**$ 87,562**
G. Administrative Expense Rate (F÷A)	**0.71%**			**0.86%**	**0.73%**	
H. Projected Employer Contribution for FYE 2024						
Due to Administrative Expense (A*G)	$ 1,596			$ 37,296	$ 48,760	**$ 87,652**

SECTION V – CONTRIBUTIONS

Table V-10
Development of the Safety Member Administrative Expense Rate as of June 30, 2023 for FYE 2025

	Tier 2	Tier 5	PEPRA	TOTAL
County and Former County				
A. Projected Payroll for FYE 2024	$ 3,676,482	$ 25,798,227	$ 42,499,387	**$ 71,974,096**
B. Employer Normal Cost Rate	15.30%	20.13%	13.30%	
C. UAL Amortization Rate	28.84%	28.84%	28.84%	
D. Employer Contribution Rate Prior to Administrative Expense (B+C)	44.14%	48.97%	42.14%	
E. Projected Employer Contribution for FYE 2024 Prior to Administrative Expense				
1. Normal Cost (A*B)	$ 562,502	$ 5,193,183	$ 5,652,419	**$ 11,408,104**
2. UAL Amortization (A*C)	1,060,297	7,440,209	12,256,823	**20,757,329**
3. Total Prior to Administrative Expense (A*D)	$ 1,622,799	$ 12,633,392	$ 17,909,242	**$ 32,165,433**
F. Allocated Administrative Expense	$ 45,762	$ 356,258	$ 505,036	**$ 907,056**
G. Administrative Expense Rate (F÷A)	**1.24%**	**1.38%**	**1.19%**	
H. Projected Employer Contribution for FYE 2024 Due to Administrative Expense (A*G)	$ 45,588	$ 356,016	$ 505,743	**$ 907,347**
Ceres and Other Districts				
A. Projected Payroll for FYE 2024		$ 3,084,283	$ 2,182,850	**$ 5,267,133**
B. Employer Normal Cost Rate		21.44%	14.74%	
C. UAL Amortization Rate		61.33%	61.33%	
D. Employer Contribution Rate Prior to Administrative Expense (B+C)		82.77%	76.07%	
E. Projected Employer Contribution for FYE 2024 Prior to Administrative Expense				
1. Normal Cost (A*B)		$ 661,270	$ 321,752	**$ 983,022**
2. UAL Amortization (A*C)		1,891,591	1,338,742	**3,230,333**
3. Total Prior to Administrative Expense (A*D)		$ 2,552,861	$ 1,660,494	**$ 4,213,355**
F. Allocated Administrative Expense		$ 71,990	$ 46,825	**$ 118,815**
G. Administrative Expense Rate (F÷A)		**2.33%**	**2.15%**	
H. Projected Employer Contribution for FYE 2024 Due to Administrative Expense (A*G)		$ 71,864	$ 46,931	**$ 118,795**

SECTION VI – REQUIRED ACFR EXHIBITS

The GASB adopted Statement Nos. 67 and 68, which replaced GASB Statement Nos. 25 and 27. The disclosures needed to satisfy GASB requirements can be found in the StanCERA GASB 67/68 Report as of June 30, 2023.

In accordance with Government Finance Officers Association (GFOA) and their recommended checklist for Annual Comprehensive Financial Reports (ACFRs), we continue to prepare several schedules for the Plan that are not included in the GASB report.

The Schedule of Funded Liabilities by Type (Table VI-1, formerly referred to as the Solvency Test) shows the portion of actuarial liabilities for active member contributions, inactive members, and the employer-financed portion of the active members covered by the Actuarial Value of Assets. The Actuarial Liability is determined assuming that the Plan is ongoing and participants continue to terminate employment, retire, etc., in accordance with the actuarial assumptions, including a 6.75% discount rate for the most recent valuation.

The information needed to prepare the Actuarial Gain/Loss exhibit can now be found in Table II-1 (Unfunded Actuarial Liability Change by Source) in the Disclosures Related to Risk section. Each year there will be a gain or loss due to both assets and liabilities. In addition, there can be gains or losses due to changes in plan provisions or due to the adoption of new assumptions or methods. Finally, the unfunded liability will change based on whether the contributions exceed the interest on the unfunded liability plus the normal cost. A negative number in this column ("Contributions") indicates that the contributions in the given year are greater than the interest on the unfunded liability plus the normal cost, and thus reduce the unfunded liability.

We have also included a Schedule of Funding Progress (Table VI-2), showing the historical assets, liabilities, and funded ratios for the Plan, along with the covered payroll and the Unfunded Actuarial Liability as a percentage of payroll.

SECTION VI – REQUIRED ACFR EXHIBITS

Table VI-1
SCHEDULE OF FUNDED LIABILITIES BY TYPE
(dollars in thousands)

Valuation Date June 30,	(1) Active Member Contributions	(2) Retirees And Beneficiaries	(3) Active And Terminated Members	Actuarial Accrued Liabilities[4]	Valuation Assets	Portion of Actuarial Liabilities Covered by Reported Assets (1)	(2)	(3)
2003	$ 176,622	$ 455,784	$ 325,689	$ 958,095	$ 928,022	100%	100%	91%
2004	166,806	518,922	349,617	1,035,345	993,180	100%	100%	88%
2005	205,556	551,810	358,994	1,116,310	1,049,691	100%	100%	81%
2006[1]	219,907	619,109	355,888	1,194,904	1,154,048	100%	100%	89%
2008[2]	272,657	739,838	536,329	1,548,824	1,317,167	100%	100%	57%
2009	298,342	781,082	574,292	1,653,716	1,171,767	100%	100%	16%
2010	323,940	829,323	584,561	1,737,824	1,325,801	100%	100%	30%
2011	337,201	897,384	523,133	1,757,718	1,372,046	100%	100%	26%
2012	351,569	987,546	549,598	1,888,713	1,451,764	100%	100%	20%
2013[3]	191,968	1,065,792	661,466	1,919,227	1,524,076	100%	100%	40%
2014	193,301	1,144,734	688,335	2,026,371	1,644,077	100%	100%	44%
2015	196,074	1,337,781	857,667	2,391,522	1,763,629	100%	100%	27%
2016	200,960	1,427,166	908,941	2,537,067	1,845,764	100%	100%	24%
2017	206,386	1,510,151	931,625	2,648,162	1,968,231	100%	100%	27%
2018	213,223	1,590,078	945,767	2,749,068	2,100,278	100%	100%	31%
2019	219,369	1,695,484	982,369	2,897,223	2,199,956	100%	100%	29%
2020	222,390	1,833,388	972,868	3,028,647	2,290,287	100%	100%	24%
2021	224,594	1,903,558	1,024,880	3,153,032	2,483,712	100%	100%	35%
2022	224,213	2,058,086	1,097,255	3,379,554	2,603,763	100%	100%	29%
2023	236,225	2,170,967	1,128,097	3,535,289	2,709,536	100%	100%	27%

[1] Results recalculated, reflecting Level 1 assumption changes (new retirement, termination and withdrawal decrements) & new EFI EAN methodology.

[2] Reflects transfer as of June 30, 2008 of $50 million from Non-Valuation to Valuation Reserves.

[3] Reflects change to include only refundable contribution balance.

[4] The GFOA checklist uses the term Actuarial Accrued Liability, which is the same as the Actuarial Liability used elsewhere in this report.

SECTION VI – REQUIRED ACFR EXHIBITS

Table VI-2
Schedule of Funding Progress

Actuarial Valuation Date [1]	Valuation Assets	Actuarial Accrued Liability (AAL) [3]	Unfunded AAL	Funded Ratio	Covered Payroll	Unfunded AAL as a % of Covered Payroll
2008 [2]	$ 1,317,167,000	$ 1,548,824,000	$ 231,657,000	85.0%	$ 275,580,000	84.1%
2009	1,171,767,000	1,653,716,000	481,949,000	70.9%	248,316,000	194.1%
2010	1,325,801,000	1,737,824,000	412,023,000	76.3%	248,830,473	165.6%
2011	1,372,046,000	1,757,718,000	385,672,000	78.1%	226,706,796	170.1%
2012	1,451,764,000	1,888,713,000	436,949,000	76.9%	220,918,009	197.8%
2013	1,524,076,000	1,919,227,000	395,151,000	79.4%	219,028,318	180.4%
2014	1,644,077,000	2,026,371,000	382,294,000	81.1%	223,028,288	171.4%
2015	1,763,629,000	2,391,522,000	627,893,000	73.7%	237,717,727	264.1%
2016	1,845,764,000	2,537,067,000	691,303,000	72.8%	250,447,580	276.0%
2017	1,968,231,000	2,648,162,000	679,931,000	74.3%	256,143,684	265.4%
2018	2,100,278,000	2,749,068,000	648,790,000	76.4%	270,755,220	239.6%
2019	2,199,956,000	2,897,223,000	697,267,000	75.9%	284,008,303	245.5%
2020	2,290,287,000	3,028,647,000	738,360,000	75.6%	285,326,282	258.8%
2021	2,483,712,000	3,153,032,000	669,320,000	78.8%	291,650,438	229.5%
2022	2,603,763,000	3,379,554,000	775,791,000	77.0%	303,594,687	255.5%
2023	2,709,536,000	3,535,289,000	825,753,000	76.6%	340,333,581	242.6%

[1] Excludes value of Non-Valuation Reserves.

[2] Includes $50 million transferred from Non-Valuation Reserves as of June 30, 2008.

[3] The GFOA checklist uses the term Actuarial Accrued Liability, which is the same as the Actuarial Liability used elsewhere in this report.

APPENDIX A – MEMBERSHIP INFORMATION

The data for this valuation was provided by StanCERA as of June 30, 2023. Cheiron did not audit any of the data. However, we performed an informal examination of the obvious characteristics of the data for reasonableness and consistency in accordance with Actuarial Standard of Practice No. 23, Data Quality.

Effective with the June 30, 2023 valuation, the multiple records for individual members within an employer group (County/Former County or Ceres/Special Districts) were combined into a single record for valuation purposes. This mainly impacted records with a status of Transfer.

APPENDIX A – MEMBERSHIP INFORMATION

Active, Vested, and In Payment Member Data as of June 30, 2023

	General Members		Safety Members		Total	
	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023
Active Participants						
Number	3,566	3,692	757	783	4,323	4,475
Average Age	44.50	44.50	37.31	37.22	43.24	43.23
Average Service	10.13	10.01	10.16	9.96	10.14	10.00
Average Pay	$ 66,539	$ 72,264	$ 87,603	$ 93,913	$ 70,228	$ 76,052
Service Retired						
Number	3,094	3,168	526	552	3,620	3,720
Average Age	70.78	71.05	64.14	64.21	69.82	70.03
Average Annual Total Benefit	$ 35,084	$ 36,205	$ 61,891	$ 63,950	$ 38,979	$ 40,322
Beneficiaries						
Number	422	434	126	129	548	563
Average Age	73.03	73.11	67.79	66.72	71.82	71.64
Average Annual Total Benefit	$ 21,792	$ 22,006	$ 32,252	$ 32,680	$ 24,197	$ 24,452
Duty Disabled						
Number	86	87	141	146	227	233
Average Age	69.55	69.83	60.30	60.97	63.80	64.27
Average Annual Total Benefit	$ 27,948	$ 28,680	$ 42,171	$ 42,984	$ 36,782	$ 37,643
Ordinary Disabled						
Number	74	70	7	7	81	77
Average Age	66.32	66.44	64.00	65.00	66.12	66.31
Average Annual Total Benefit	$ 20,365	$ 21,368	$ 27,478	$ 28,303	$ 20,980	$ 21,999
Total In Pay						
Number	3,676	3,759	800	834	4,476	4,593
Average Age	70.92	71.17	64.04	64.04	69.69	69.88
Average Annual Total Benefit	$ 33,095	$ 34,116	$ 53,446	$ 55,144	$ 36,733	$ 37,934
Terminated Vested						
Number	521	546	84	87	605	633
Average Age	48.00	47.85	42.36	41.84	47.21	47.02
Average Service	10.75	10.64	9.87	9.64	10.63	10.50
Transfers						
Number	508	422	204	170	712	592
Average Age	47.17	48.07	41.93	43.01	45.67	46.61
Average Service	8.19	6.88	8.40	7.79	8.25	7.14
Total Deferred						
Number	1,029	968	288	257	1,317	1,225
Average Age	47.59	47.94	42.05	42.61	46.38	46.82
Average Service	9.49	9.00	8.83	8.42	9.35	8.88

APPENDIX A – MEMBERSHIP INFORMATION

Schedule of Retirees & Beneficiaries Added to and Removed from Retirement Payroll

Plan Year Ending	Added During Year	Allowance Added	Removed During Year	Allowance Removed	At End of Year	Annual Allowance	% Increase in Retiree Allowance	Average Annual Allowance
2008	369	$ 9,084,777	(148)	$ (1,731,738)	2,666	$ 63,296,000	19.18%	$ 23,742
2009	156	$ 2,168,425	(71)	$ (647,870)	2,751	$ 66,720,003	5.41%	$ 24,253
2010	159	$ 3,349,900	(80)	$ (751,427)	2,830	$ 71,464,735	7.11%	$ 25,334
2011	263	$ 4,724,416	(78)	$ (1,194,042)	3,015	$ 74,826,404	4.70%	$ 25,732
2012	226	$ 3,565,634	(99)	$ (978,729)	3,142	$ 80,157,222	7.12%	$ 26,737
2013	198	$ 6,036,138	(91)	$ (1,144,584)	3,249	$ 89,975,736	12.25%	$ 27,694
2014	222	$ 6,703,273	(86)	$ (1,725,066)	3,385	$ 96,405,454	7.15%	$ 28,480
2015	237	$ 7,778,716	(83)	$ (2,043,313)	3,539	$ 104,052,097	7.93%	$ 29,402
2016	211	$ 7,066,750	(99)	$ (2,160,689)	3,651	$ 111,260,240	6.93%	$ 30,474
2017	202	$ 6,749,973	(107)	$ (2,471,229)	3,746	$ 117,901,627	5.97%	$ 31,474
2018	233	$ 7,555,825	(123)	$ (3,109,178)	3,856	$ 124,995,337	6.02%	$ 32,416
2019	242	$ 8,421,538	(97)	$ (2,580,158)	4,001	$ 133,601,799	6.89%	$ 33,392
2020	283	$ 11,277,136	(107)	$ (3,164,436)	4,177	$ 144,745,530	8.34%	$ 34,653
2021	273	$ 9,937,557	(134)	$ (3,802,836)	4,316	$ 153,764,029	6.23%	$ 35,627
2022	279	$ 9,936,459	(119)	$ (3,132,862)	4,476	$ 164,415,041	6.93%	$ 36,733
2023	239	$ 9,170,427	(122)	$ (3,311,874)	4,593	$ 174,230,373	5.97%	$ 37,934

APPENDIX A – MEMBERSHIP INFORMATION

Active and Vested Participant Data as of June 30, 2023

	County and Former County						Ceres and Other Districts						Total County and Former County, Ceres and Other Districts	
	General Members		Safety Members		Total		General Members		Safety Members		Total			
	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023
Active Participants														
Number	3,419	3,540	707	736	4,126	4,276	147	152	50	47	197	199	4,323	4,475
Average Age	44.49	44.47	37.08	37.09	43.22	43.20	44.77	45.34	40.64	39.21	43.72	43.89	43.24	43.23
Average Service	10.18	10.06	9.96	9.83	10.14	10.02	9.01	8.89	12.92	11.96	10.01	9.61	10.14	10.00
Average Pay[1]	$ 66,567	$ 72,340	$ 86,643	$ 93,072	$ 70,007	$ 75,909	$ 65,900	$ 70,498	$ 101,174	$ 107,085	$ 74,853	$ 79,139	$ 70,228	$ 76,052
Terminated Vested														
Number	499	521	81	84	580	605	22	25	3	3	25	28	605	633
Average Age	47.97	47.85	42.40	41.82	47.19	47.01	48.59	47.84	41.33	42.33	47.72	47.25	47.21	47.02
Average Service	10.60	10.53	9.85	9.61	10.49	10.40	14.33	12.85	10.57	10.57	13.88	12.60	10.63	10.50
Transfers														
Number	464	382	139	109	603	491	44	40	65	61	109	101	712	592
Average Age	47.32	48.40	42.47	43.78	46.20	47.37	45.59	44.93	40.75	41.62	42.71	42.93	45.67	46.61
Average Service	8.16	6.87	7.96	7.08	8.12	6.92	8.48	7.00	9.34	9.07	9.00	8.25	8.25	7.14
Total Deferred														
Number	963	903	220	193	1,183	1,096	66	65	68	64	134	129	1,317	1,225
Average Age	47.66	48.08	42.45	42.93	46.69	47.17	46.59	46.05	40.78	41.66	43.64	43.87	46.38	46.82
Average Service	9.42	8.98	8.66	8.18	9.28	8.84	10.43	9.25	9.40	9.14	9.91	9.19	9.35	8.88

[1] All payroll figures shown are annual.

APPENDIX A – MEMBERSHIP INFORMATION

Active and Vested Participant Data as of June 30, 2023

County and Former County Members

	General Members												Safety Members					
	Tier 1		Tier 2		Tier 3		Tier 4		Tier 5		PEPRA		Tier 2		Tier 5		PEPRA	
	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023
Active Participants																		
Number	0	0	192	191	8	7	2	1	1,160	1,068	2,057	2,273	36	35	239	219	432	482
Average Age	0.00	0.00	46.13	47.06	54.25	53.43	65.00	65.00	52.31	52.79	39.86	40.30	40.08	40.71	45.73	46.19	32.04	32.69
Average Service	0.00	0.00	12.03	13.02	22.42	23.38	33.41	25.70	20.48	21.31	4.11	4.46	11.52	13.06	19.13	19.78	4.80	5.10
Average Pay[1]	$ 0	$ 0	$ 80,618	$ 88,292	$ 61,270	$ 68,081	$ 57,910	$ 68,035	$ 77,611	$ 84,811	$ 59,056	$ 65,155	$ 93,059	$ 101,205	$ 103,495	$ 113,509	$ 76,785	$ 83,195
Terminated Vested																		
Number	2	2	69	80	17	15	0	0	309	283	102	141	10	9	51	48	20	27
Average Age	68.00	72.00	48.61	48.13	62.12	63.87	0.00	0.00	49.52	50.24	40.11	40.84	48.30	47.33	45.08	45.52	32.60	33.41
Average Service	9.29	7.63	8.39	9.24	13.63	13.79	0.00	0.00	12.20	12.48	6.75	7.05	7.18	7.93	11.83	11.62	6.14	6.59
Transfers																		
Number	0	0	109	102	13	1	0	0	227	180	115	99	18	16	90	71	31	22
Average Age	0.00	0.00	48.81	49.90	54.85	49.00	0.00	0.00	49.98	51.76	39.80	40.72	45.00	45.56	45.06	46.11	33.52	34.95
Average Service	0.00	0.00	4.55	4.30	25.92	5.84	0.00	0.00	11.50	10.78	3.00	2.41	4.36	4.14	10.23	9.09	3.47	2.72
Total Deferred																		
Number	2	2	178	182	30	16	0	0	536	463	217	240	28	25	141	119	51	49
Average Age	68.00	72.00	48.73	49.12	58.97	62.94	0.00	0.00	49.71	50.83	39.94	40.79	46.18	46.20	45.06	45.87	33.16	34.10
Average Service	9.29	7.63	6.04	6.47	18.95	13.29	0.00	0.00	11.90	11.82	4.76	5.13	5.37	5.51	10.81	10.11	4.52	4.86

[1] All payroll figures shown are annual.

CERES and Other District Members

	General Members												Safety Members					
	Tier 1		Tier 2		Tier 3		Tier 4		Tier 5		PEPRA		Tier 2		Tier 5		PEPRA	
	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023	7/1/2022	7/1/2023
Active Participants																		
Number	0	0	4	3	0	0	0	0	52	49	91	100	0	0	30	24	20	23
Average Age	0.00	0.00	51.00	53.33	0.00	0.00	0.00	0.00	51.52	52.00	40.64	41.84	0.00	0.00	43.03	41.83	37.05	36.48
Average Service	0.00	0.00	16.54	17.81	0.00	0.00	0.00	0.00	18.36	19.32	3.40	3.53	0.00	0.00	17.44	17.46	6.14	6.28
Average Pay[1]	$ 0	$ 0	$ 65,076	$ 72,557	$ 0	$ 0	$ 0	$ 0	$ 79,756	$ 85,680	$ 58,020	$ 62,997	$ 0	$ 0	$ 114,002	$ 123,812	$ 81,932	$ 89,630
Terminated Vested																		
Number	0	0	4	4	0	0	0	0	15	15	3	6	0	0	2	2	1	1
Average Age	0.00	0.00	55.75	52.50	0.00	0.00	0.00	0.00	48.40	49.60	40.00	40.33	0.00	0.00	45.00	46.00	34.00	35.00
Average Service	0.00	0.00	12.97	12.67	0.00	0.00	0.00	0.00	15.99	15.31	7.84	6.80	0.00	0.00	12.93	12.93	5.83	5.83
Transfers																		
Number	0	0	6	6	0	0	0	0	30	24	8	10	7	7	40	38	18	16
Average Age	0.00	0.00	58.17	59.17	0.00	0.00	0.00	0.00	44.10	43.42	41.75	40.00	50.14	51.14	42.58	43.11	33.06	33.94
Average Service	0.00	0.00	1.80	1.80	0.00	0.00	0.00	0.00	11.11	9.81	3.64	3.37	4.66	4.66	12.79	12.32	3.50	3.26
Total Deferred																		
Number	0	0	10	10	0	0	0	0	45	39	11	16	7	7	42	40	19	17
Average Age	0.00	0.00	57.20	56.50	0.00	0.00	0.00	0.00	45.53	45.79	41.27	40.13	50.14	51.14	42.69	43.25	33.11	34.00
Average Service	0.00	0.00	6.27	6.15	0.00	0.00	0.00	0.00	12.74	11.93	4.78	4.65	4.66	4.66	12.80	12.35	3.62	3.41

[1] All payroll figures shown are annual.

APPENDIX A – MEMBERSHIP INFORMATION

Schedule of Active Member Valuation Data

Valuation Date	Plan Type	Number	Annual Payroll	Average Annual Salary	Increase in Average Pay
June 30, 2003	General	3,626	$163,505,000	$45,092	6.76%
	Safety	637	$34,159,000	$53,625	3.98%
	Total	4,263	$197,664,000	$46,367	5.23%
June 30, 2004	General	3,618	$164,462,000	$45,457	0.81%
	Safety	630	$35,501,000	$56,351	5.08%
	Total	4,248	$199,963,000	$47,072	1.52%
June 30, 2005	General	3,651	$173,399,000	$47,494	4.48%
	Safety	687	$38,282,000	$55,723	-1.11%
	Total	4,338	$211,681,000	$48,797	3.66%
June 30, 2006	General	3,702	$179,767,000	$48,559	2.24%
	Safety	689	$40,001,000	$58,057	4.19%
	Total	4,391	$219,768,000	$50,050	2.57%
June 30, 2008	General	3,719	$230,942,000	$62,098	27.88%
	Safety	731	$44,638,000	$61,064	5.18%
	Total	4,450	$275,580,000	$61,928	23.73%
June 30, 2009	General	3,627	$201,144,000	$55,457	-10.69%
	Safety	739	$47,172,000	$63,832	4.53%
	Total	4,366	$248,316,000	$56,875	-8.16%
June 30, 2010	General	3,464	$202,200,198	$58,372	5.26%
	Safety	685	$46,630,275	$68,073	6.64%
	Total	4,149	$248,830,473	$59,974	5.45%
June 30, 2011	General	3,232	$184,906,498	$57,211	-1.99%
	Safety	637	$41,800,298	$65,621	-3.60%
	Total	3,869	$226,706,796	$58,596	-2.30%
June 30, 2012	General	3,233	$179,260,736	$55,447	-3.08%
	Safety	661	$41,657,273	$63,022	-3.96%
	Total	3,894	$220,918,009	$56,733	-3.18%
June 30, 2013	General	3,230	$176,437,755	$54,625	-1.48%
	Safety	694	$42,590,563	$61,370	-2.62%
	Total	3,924	$219,028,318	$55,818	-1.61%
June 30, 2014	General	3,303	$179,606,090	$54,377	-0.45%
	Safety	689	$43,422,198	$63,022	2.69%
	Total	3,992	$223,028,288	$55,869	0.09%
June 30, 2015	General	3,421	$188,550,804	$55,116	1.36%
	Safety	723	$49,166,923	$68,004	7.91%
	Total	4,144	$237,717,727	$57,364	2.68%
June 30, 2016	General	3,521	$198,457,059	$56,364	2.26%
	Safety	727	$52,020,521	$71,555	5.22%
	Total	4,248	$250,477,580	$58,964	2.79%
June 30, 2017	General	3,552	$201,758,423	$56,801	0.78%
	Safety	757	$54,385,261	$71,843	0.40%
	Total	4,309	$256,143,684	$59,444	0.81%
June 30, 2018	General	3,658	$211,919,963	$57,933	1.99%
	Safety	794	$58,835,257	$74,100	3.14%
	Total	4,452	$270,755,220	$60,817	2.31%
June 30, 2019	General	3,690	$220,393,008	$59,727	3.10%
	Safety	814	$63,615,295	$78,151	5.47%
	Total	4,504	$284,008,303	$63,057	3.68%
June 30, 2020	General	3,652	$221,652,587	$60,693	1.62%
	Safety	806	$63,673,695	$79,000	1.09%
	Total	4,458	$285,326,282	$64,003	1.50%
June 30, 2021	General	3,555	$228,145,063	$64,176	5.74%
	Safety	766	$63,505,375	$82,905	4.94%
	Total	4,321	$291,650,438	$67,496	5.46%
June 30, 2022	General	3,566	$237,279,320	$66,539	3.68%
	Safety	757	$66,315,366	$87,603	5.67%
	Total	4,323	$303,594,687	$70,228	4.05%
June 30, 2023	General	3,692	$266,799,859	$72,264	8.60%
	Safety	783	$73,533,722	$93,913	7.20%
	Total	4,475	$340,333,581	$76,052	8.29%

Actuarial valuation was not performed for fiscal year ending June 30, 2007.

Attachment: Actuarial Report (FY 2025 Retirement Rates)

APPENDIX A – MEMBERSHIP INFORMATION

StanCERA Membership – Retired Members as of June 30, 2023

	County and Former County				Ceres and Other Districts				Total	
	General Members		Safety Members		General Members		Safety Members			
Age	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit
35-39	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
40-44	0	$ 0	2	$ 39,272	0	$ 0	0	$ 0	2	$ 39,272
45-49	0	$ 0	10	$ 53,128	0	$ 0	1	$ 87,654	11	$ 56,267
50-54	58	$ 24,146	70	$ 63,327	4	$ 10,763	15	$ 78,713	147	$ 48,008
55-59	175	$ 31,467	115	$ 69,856	9	$ 39,866	13	$ 51,847	312	$ 46,708
60-64	435	$ 35,961	69	$ 60,309	10	$ 37,074	6	$ 82,417	520	$ 39,749
65-69	646	$ 37,694	76	$ 53,370	31	$ 34,975	6	$ 124,468	759	$ 39,839
70-74	725	$ 37,916	76	$ 60,029	21	$ 26,067	2	$ 83,149	824	$ 39,764
75-79	566	$ 40,324	48	$ 70,071	14	$ 36,424	0	$ 0	628	$ 42,511
80-84	282	$ 32,525	30	$ 59,164	10	$ 34,384	0	$ 0	322	$ 35,065
85-89	107	$ 28,166	9	$ 88,634	2	$ 99,394	0	$ 0	118	$ 33,985
90-94	57	$ 25,003	3	$ 42,843	0	$ 0	0	$ 0	60	$ 25,895
95+	16	$ 26,103	1	$ 29,883	0	$ 0	0	$ 0	17	$ 26,325
All Ages	3,067	$ 36,271	509	$ 62,771	101	$ 34,226	43	$ 77,906	3,720	$ 40,322

APPENDIX A – MEMBERSHIP INFORMATION

StanCERA Membership – Service-Connected Disabled Members as of June 30, 2023

	County and Former County				Ceres and Other Districts				Total	
	General Members		Safety Members		General Members		Safety Members			
Age	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit
25-29	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
30-34	0	$ 0	0	$ 0	0	$ 0	1	$ 34,921	1	$ 34,921
35-39	0	$ 0	1	$ 37,305	0	$ 0	0	$ 0	1	$ 37,305
40-44	1	$ 22,175	10	$ 28,791	0	$ 0	3	$ 26,929	14	$ 27,920
45-49	2	$ 21,251	10	$ 27,268	1	$ 34,704	2	$ 31,967	15	$ 27,588
50-54	4	$ 22,439	18	$ 36,964	0	$ 0	1	$ 36,548	23	$ 34,420
55-59	5	$ 27,077	16	$ 43,503	0	$ 0	1	$ 39,398	22	$ 39,583
60-64	5	$ 28,242	17	$ 36,764	1	$ 36,143	5	$ 70,905	28	$ 41,317
65-69	15	$ 27,285	22	$ 45,270	1	$ 19,835	2	$ 53,705	40	$ 38,312
70-74	25	$ 28,056	15	$ 56,941	0	$ 0	3	$ 48,468	43	$ 39,556
75-79	13	$ 31,840	15	$ 53,252	2	$ 25,439	0	$ 0	30	$ 42,119
80-84	9	$ 33,275	3	$ 40,454	1	$ 30,654	0	$ 0	13	$ 34,730
85-89	2	$ 33,924	1	$ 58,235	0	$ 0	0	$ 0	3	$ 42,028
90-94	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
95+	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
All Ages	81	$ 28,679	128	$ 42,287	6	$ 28,703	18	$ 47,940	233	$ 37,643

APPENDIX A – MEMBERSHIP INFORMATION

StanCERA Membership – Nonservice-Connected Disabled Members as of June 30, 2023

	County and Former County				Ceres and Other Districts				Total	
	General Members		Safety Members		General Members		Safety Members			
Age	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit
35-39	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
40-44	1	$ 28,784	0	$ 0	1	$ 26,573	0	$ 0	2	$ 27,679
45-49	3	$ 18,891	0	$ 0	0	$ 0	0	$ 0	3	$ 18,891
50-54	5	$ 22,318	1	$ 27,372	0	$ 0	1	$ 43,013	7	$ 25,996
55-59	14	$ 18,897	0	$ 0	0	$ 0	0	$ 0	14	$ 18,897
60-64	6	$ 26,629	1	$ 31,224	0	$ 0	0	$ 0	7	$ 27,285
65-69	9	$ 22,914	2	$ 27,155	0	$ 0	0	$ 0	11	$ 23,685
70-74	11	$ 17,322	1	$ 17,480	0	$ 0	0	$ 0	12	$ 17,335
75-79	13	$ 26,635	0	$ 0	0	$ 0	0	$ 0	13	$ 26,635
80-84	5	$ 15,746	1	$ 24,720	0	$ 0	0	$ 0	6	$ 17,241
85-89	2	$ 13,045	0	$ 0	0	$ 0	0	$ 0	2	$ 13,045
90-94	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
95+	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
All Ages	69	$ 21,293	6	$ 25,851	1	$ 26,573	1	$ 43,013	77	$ 21,999

APPENDIX A – MEMBERSHIP INFORMATION

StanCERA Membership – Beneficiaries as of June 30, 2023

	County and Former County				Ceres and Other Districts				Total	
	General Members		Safety Members		General Members		Safety Members			
Age	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit	Number	Annual Average Benefit
0-24	0	$ 0	3	$ 28,398	0	$ 0	0	$ 0	3	$ 28,398
25-29	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
30-34	0	$ 0	0	$ 0	0	$ 0	0	$ 0	0	$ 0
35-39	2	$ 25,382	0	$ 0	0	$ 0	0	$ 0	2	$ 25,382
40-44	2	$ 7,500	3	$ 28,086	0	$ 0	0	$ 0	5	$ 19,852
45-49	8	$ 14,762	5	$ 21,541	1	$ 5,894	0	$ 0	14	$ 16,550
50-54	16	$ 11,416	19	$ 17,935	0	$ 0	0	$ 0	35	$ 14,955
55-59	33	$ 18,166	7	$ 26,142	1	$ 26,744	2	$ 62,954	43	$ 21,747
60-64	35	$ 16,426	13	$ 31,585	0	$ 0	2	$ 37,920	50	$ 21,227
65-69	42	$ 18,040	11	$ 30,509	2	$ 34,783	2	$ 33,170	57	$ 21,565
70-74	71	$ 26,464	20	$ 32,624	3	$ 18,918	0	$ 0	94	$ 27,534
75-79	97	$ 22,445	16	$ 49,981	0	$ 0	1	$ 97,866	114	$ 26,972
80-84	55	$ 24,822	14	$ 41,080	2	$ 30,504	0	$ 0	71	$ 28,188
85-89	33	$ 22,362	6	$ 29,215	0	$ 0	0	$ 0	39	$ 23,416
90-94	23	$ 28,124	5	$ 20,024	0	$ 0	0	$ 0	28	$ 26,677
95+	8	$ 28,234	0	$ 0	0	$ 0	0	$ 0	8	$ 28,234
All Ages	425	$ 21,954	122	$ 31,556	9	$ 24,440	7	$ 52,279	563	$ 24,452

APPENDIX A – MEMBERSHIP INFORMATION

StanCERA Membership – Benefit Form Elections as of June 30, 2023

	County and Former County		Ceres and Other Districts		Total
	General	Safety	General	Safety	
Service Retired					
Option #0 (Unmodified 60% to Spouse)	2,531	448	73	37	3,089
Option #1 (Cash Refund)	240	15	8	2	265
Option #2 (100% Continuance)	254	39	20	3	316
Option #3 (50% Continuance)	40	5	0	1	46
Option #4 (Other)	2	2	0	0	4
Total Service Retired	3,067	509	101	43	3,720
Ordinary Disability					
Option #0 (Unmodified 60% to Spouse)	62	4	1	1	68
Option #1 (Cash Refund)	5	2	0	0	7
Option #2 (100% Continuance)	2	0	0	0	2
Option #3 (50% Continuance)	0	0	0	0	0
Total Ordinary Disability	69	6	1	1	77
Duty Disability					
Option #0 (Unmodified 100% to Spouse)	70	118	6	15	209
Option #1 (Cash Refund)	2	1	0	0	3
Option #2 (100% Continuance)	6	8	0	2	16
Option #3 (50% Continuance)	3	1	0	1	5
Total Duty Disability	81	128	6	18	233
Total	3,217	643	108	62	4,030

APPENDIX A – MEMBERSHIP INFORMATION

Age & Service Distribution of Active Members by Count and Average Compensation as of June 30, 2023
General Members (County and Former County)

Count

	Years of Service												
Age	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Over	Total Count
Under 20	0	0	0	0	0	0	0	0	0	0	0	0	0
20-24	29	16	4	0	0	0	0	0	0	0	0	0	49
25-29	102	79	30	29	25	17	0	0	0	0	0	0	282
30-34	91	83	40	36	48	191	2	0	0	0	0	0	491
35-39	82	57	24	30	41	175	46	20	0	0	0	0	475
40-44	40	47	20	36	33	188	60	88	20	0	0	0	532
45-49	29	36	12	12	23	112	39	107	96	8	0	0	474
50-54	34	20	9	15	15	88	32	92	95	45	9	0	454
55-59	17	18	14	7	17	86	29	63	74	57	22	4	408
60-64	13	10	3	12	16	50	24	40	44	37	24	10	283
65-69	2	3	1	2	4	21	5	10	18	6	4	1	77
70 & Over	2	1	0	1	0	3	0	4	2	2	0	0	15
Total Count	441	370	157	180	222	931	237	424	349	155	59	15	3,540

Compensation ($)

	Years of Service												
Age	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Over	Avg. Comp.
Under 20	0	0	0	0	0	0	0	0	0	0	0	0	0
20-24	42,538	45,733	49,852	0	0	0	0	0	0	0	0	0	44,178
25-29	51,541	49,913	61,017	61,419	56,614	60,038	0	0	0	0	0	0	54,071
30-34	53,551	60,876	60,965	63,023	67,264	70,353	63,311	0	0	0	0	0	64,004
35-39	61,152	56,277	65,598	68,706	63,574	71,778	86,402	80,109	0	0	0	0	68,636
40-44	61,763	67,233	70,694	58,715	70,667	73,488	81,404	83,555	75,643	0	0	0	73,413
45-49	64,633	64,292	68,481	72,267	75,272	73,835	78,038	82,228	85,225	75,073	0	0	77,010
50-54	74,900	66,138	72,980	75,908	59,971	72,353	85,663	81,213	89,290	95,461	109,896	0	81,303
55-59	63,813	66,282	82,253	55,298	75,386	73,655	82,674	90,858	81,817	97,374	85,700	127,144	82,237
60-64	106,001	60,933	68,943	65,301	63,822	72,798	77,300	80,257	75,011	72,555	77,912	90,672	75,851
65-69	100,197	43,020	40,998	74,345	78,715	68,717	60,576	64,861	67,078	89,238	115,345	205,585	73,225
70 & Over	93,857	36,514	0	144,788	0	97,627	0	147,522	55,274	76,821	0	0	101,078
Average	59,231	58,650	65,826	64,972	66,806	72,161	81,543	83,486	82,665	89,163	88,233	108,058	72,340

APPENDIX A – MEMBERSHIP INFORMATION

Age & Service Distribution of Active Members by Count and Average Compensation as of June 30, 2023
General Members (Ceres and Other Districts)

Count

	Years of Service												
Age	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Over	Total Count
Under 20	0	0	0	0	0	0	0	0	0	0	0	0	0
20-24	3	0	0	0	0	0	0	0	0	0	0	0	3
25-29	5	3	2	2	1	1	0	0	0	0	0	0	14
30-34	3	4	1	3	1	6	0	0	0	0	0	0	18
35-39	5	6	0	0	0	1	2	0	0	0	0	0	14
40-44	6	8	1	0	3	4	3	3	0	0	0	0	28
45-49	2	1	1	0	0	4	1	0	4	0	0	0	13
50-54	3	3	0	2	1	2	0	5	3	1	0	0	20
55-59	2	4	1	0	2	1	0	4	3	1	1	0	19
60-64	4	3	0	0	2	2	2	2	1	1	1	0	18
65-69	0	0	0	0	0	1	1	0	1	0	0	0	3
70 & Over	0	1	0	0	0	0	1	0	0	0	0	0	2
Total Count	33	33	6	7	10	22	10	14	12	3	2	0	152

Compensation ($)

	Years of Service												
Age	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Over	Avg. Comp.
Under 20	0	0	0	0	0	0	0	0	0	0	0	0	0
20-24	37,752	0	0	0	0	0	0	0	0	0	0	0	37,752
25-29	47,672	55,344	37,970	63,593	54,451	61,575	0	0	0	0	0	0	51,682
30-34	55,248	63,185	42,900	61,079	55,769	64,028	0	0	0	0	0	0	60,253
35-39	55,392	69,932	0	0	0	90,334	101,821	0	0	0	0	0	70,752
40-44	78,508	66,304	47,178	0	67,095	55,689	78,938	78,744	0	0	0	0	69,491
45-49	58,164	145,338	72,512	0	0	55,015	64,668	0	87,305	0	0	0	74,471
50-54	90,031	100,960	0	56,863	158,763	80,256	0	70,120	60,945	163,722	0	0	85,156
55-59	82,610	81,162	46,532	0	66,692	52,054	0	65,449	66,483	108,170	64,086	0	71,334
60-64	44,749	91,057	0	0	108,498	105,728	74,839	64,290	84,787	90,537	85,726	0	78,885
65-69	0	0	0	0	0	56,388	48,177	0	88,780	0	0	0	64,448
70 & Over	0	155,814	0	0	0	0	62,358	0	0	0	0	0	109,086
Average	60,485	77,898	47,510	60,593	82,065	66,332	76,534	69,800	75,422	120,810	74,906	0	70,498

APPENDIX A – MEMBERSHIP INFORMATION

Age & Service Distribution of Active Members by Count and Average Compensation as of June 30, 2023
Safety Members (County and Former County)

Count

	Years of Service												
Age	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Over	Total Count
Under 20	0	0	0	0	0	0	0	0	0	0	0	0	0
20-24	15	9	2	1	0	0	0	0	0	0	0	0	27
25-29	31	15	17	14	20	34	0	0	0	0	0	0	131
30-34	10	15	8	13	19	107	11	0	0	0	0	0	183
35-39	10	4	1	6	7	56	24	15	0	0	0	0	123
40-44	3	1	2	2	3	20	17	51	13	0	0	0	112
45-49	1	1	1	0	0	9	4	30	38	6	0	0	90
50-54	3	0	3	1	0	2	1	10	13	11	1	0	45
55-59	1	0	1	1	2	3	1	2	4	2	0	0	17
60-64	0	0	0	0	0	1	1	2	3	0	0	0	7
65-69	0	0	0	0	0	0	0	0	1	0	0	0	1
70 & Over	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Count	74	45	35	38	51	232	59	110	72	19	1	0	736

Compensation ($)

	Years of Service												
Age	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Over	Avg. Comp.
Under 20	0	0	0	0	0	0	0	0	0	0	0	0	0
20-24	65,407	67,636	74,846	89,604	0	0	0	0	0	0	0	0	67,745
25-29	66,890	68,996	73,577	75,275	85,291	88,665	0	0	0	0	0	0	77,356
30-34	72,186	79,483	78,690	79,784	85,041	86,642	97,113	0	0	0	0	0	84,894
35-39	75,242	89,689	81,159	79,953	88,444	89,641	95,760	116,796	0	0	0	0	92,368
40-44	70,283	79,070	105,571	105,588	93,501	94,006	100,329	110,560	110,229	0	0	0	104,018
45-49	104,399	39,615	108,425	0	0	92,486	93,284	108,258	126,704	106,677	0	0	112,894
50-54	114,487	0	101,715	106,549	0	83,577	53,294	120,246	109,067	130,145	125,452	0	114,511
55-59	104,686	0	103,726	140,777	103,726	116,586	82,023	123,219	108,019	114,125	0	0	111,481
60-64	0	0	0	0	0	83,062	114,099	94,562	98,912	0	0	0	97,575
65-69	0	0	0	0	0	0	0	0	99,537	0	0	0	99,537
70 & Over	0	0	0	0	0	0	0	0	0	0	0	0	0
Average	71,519	73,630	81,132	82,076	86,837	88,869	96,519	111,602	117,971	121,048	125,452	0	93,072

APPENDIX A – MEMBERSHIP INFORMATION

Age & Service Distribution of Active Members by Count and Average Compensation as of June 30, 2023
Safety Members (Ceres and Other Districts)

Count

	Years of Service												
Age	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Over	Total Count
Under 20	0	0	0	0	0	0	0	0	0	0	0	0	0
20-24	0	0	0	0	0	0	0	0	0	0	0	0	0
25-29	3	0	0	0	0	0	0	0	0	0	0	0	3
30-34	2	1	0	1	2	3	0	0	0	0	0	0	9
35-39	0	1	3	0	2	4	4	1	0	0	0	0	15
40-44	0	1	0	1	0	1	0	2	1	0	0	0	6
45-49	1	0	1	1	0	1	0	3	3	1	0	0	11
50-54	0	0	0	0	0	1	0	0	1	1	0	0	3
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0
60-64	0	0	0	0	0	0	0	0	0	0	0	0	0
65-69	0	0	0	0	0	0	0	0	0	0	0	0	0
70 & Over	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Count	6	3	4	3	4	10	4	6	5	2	0	0	47

Compensation ($)

	Years of Service												
Age	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Over	Avg. Comp.
Under 20	0	0	0	0	0	0	0	0	0	0	0	0	0
20-24	0	0	0	0	0	0	0	0	0	0	0	0	0
25-29	75,421	0	0	0	0	0	0	0	0	0	0	0	75,421
30-34	78,905	94,677	0	94,272	91,319	94,475	0	0	0	0	0	0	90,314
35-39	0	107,881	98,696	0	89,769	106,089	116,051	112,402	0	0	0	0	105,631
40-44	0	103,398	0	69,888	0	115,076	0	115,765	109,047	0	0	0	104,823
45-49	82,131	0	95,161	84,502	0	117,776	0	127,177	130,806	178,177	0	0	121,063
50-54	0	0	0	0	0	94,677	0	0	143,976	210,128	0	0	149,593
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0
60-64	0	0	0	0	0	0	0	0	0	0	0	0	0
65-69	0	0	0	0	0	0	0	0	0	0	0	0	0
70 & Over	0	0	0	0	0	0	0	0	0	0	0	0	0
Average	77,701	101,986	97,813	82,887	90,544	103,531	116,051	120,910	129,088	194,152	0	0	107,085

APPENDIX A – MEMBERSHIP INFORMATION

Reconciliation of Plan Membership Since Prior Valuation
All Members

All Members

	Actives	Transfers	Non Vested Terminations due Refunds	Vested Terminations	Ordinary Disabled	Duty Disabled	Retired	Beneficiaries	Total
July 1, 2022	**4,323**	**712**	**741**	**605**	**81**	**227**	**3,620**	**548**	**10,857**
New Entrants	600	0	0	0	0	0	0	0	600
Rehires	35	1	(21)	(15)	0	0	0	0	0
Duty Disabilities	(4)	(1)	0	(2)	0	7	0	0	0
Ordinary Disabilities	(1)	0	0	0	1	0	0	0	0
Retirements	(121)	(21)	0	(33)	0	0	176	0	1
Retirements from General with Safety Service	0	0	0	0	0	0	6	0	6
Vested Terminations	(89)	(4)	0	93	0	0	0	0	0
Died, With Beneficiaries' Benefit Payable	(2)	0	(1)	0	(2)	(2)	(30)	37	0
Died, Without Beneficiary, and Other Terminations	(171)	(1)	168	0	(3)	(1)	(53)	0	(61)
Transfers	(2)	4	(1)	(1)	0	0	0	0	0
Beneficiary Deaths	0	0	0	0	0	0	0	(29)	(29)
Domestic Relations Orders	0	0	0	0	0	0	0	9	9
Withdrawals Paid	(93)	(1)	(71)	(17)	0	0	0	0	(182)
Member Reclassifications	0	(97)	(23)	3	0	2	1	(2)	(116)
July 1, 2023	**4,475**	**592**	**792**	**633**	**77**	**233**	**3,720**	**563**	**11,085**

APPENDIX A – MEMBERSHIP INFORMATION

Reconciliation of Plan Membership Since Prior Valuation
General Members (County and Former County)

	Actives	Transfers	Non Vested Terminations due Refunds	Vested Terminations	Ordinary Disabled	Duty Disabled	Retired	Beneficiaries	Total
July 1, 2022	**3,419**	**464**	**642**	**499**	**73**	**81**	**3,002**	**415**	**8,595**
New Entrants	479	0	0	0	0	0	0	0	479
Rehires	31	2	(21)	(12)	0	0	0	0	0
Duty Disabilities	(1)	0	0	(1)	0	2	0	0	0
Ordinary Disabilities	(1)	0	0	0	1	0	0	0	0
Retirements	(95)	(14)	0	(24)	0	0	134	0	1
Retirements from General with Safety Service	0	0	0	0	0	0	3	0	3
Vested Terminations	(71)	(2)	0	73	0	0	0	0	0
Died, With Beneficiaries' Benefit Payable	(2)	0	(1)	0	(2)	0	(25)	30	0
Died, Without Beneficiary, and Other Terminations	(144)	(1)	142	0	(3)	(1)	(48)	0	(55)
Transfers	1	0	(2)	(1)	0	0	0	0	(2)
Beneficiary Deaths	0	0	0	0	0	0	0	(22)	(22)
Domestic Relations Orders	0	0	0	0	0	0	0	5	5
Withdrawals Paid	(76)	0	(61)	(15)	0	0	0	0	(152)
Member Reclassifications	0	(67)	(20)	2	0	(1)	1	(3)	(88)
July 1, 2023	**3,540**	**382**	**679**	**521**	**69**	**81**	**3,067**	**425**	**8,764**

APPENDIX A – MEMBERSHIP INFORMATION

Reconciliation of Plan Membership Since Prior Valuation
Safety Members (County and Former County)

	Actives	Transfers	Non Vested Terminations due Refunds	Vested Terminations	Ordinary Disabled	Duty Disabled	Retired	Beneficiaries	Total
July 1, 2022	**707**	**139**	**66**	**81**	**6**	**127**	**491**	**122**	**1,739**
New Entrants	79	0	0	0	0	0	0	0	79
Rehires	4	(1)	0	(3)	0	0	0	0	0
Duty Disabilities	(1)	(1)	0	0	0	2	0	0	0
Ordinary Disabilities	0	0	0	0	0	0	0	0	0
Retirements	(18)	(2)	0	(7)	0	0	27	0	0
Retirements from General with Safety Service	0	0	0	0	0	0	2	0	2
Vested Terminations	(11)	(1)	0	12	0	0	0	0	0
Died, With Beneficiaries' Benefit Payable	0	0	0	0	0	(1)	(5)	6	0
Died, Without Beneficiary, and Other Terminations	(14)	0	13	0	0	0	(5)	0	(6)
Transfers	(1)	1	1	0	0	0	0	0	1
Beneficiary Deaths	0	0	0	0	0	0	0	(7)	(7)
Domestic Relations Orders	0	0	0	0	0	0	0	4	4
Withdrawals Paid	(9)	0	(7)	0	0	0	0	0	(16)
Member Reclassifications	0	(26)	(3)	1	0	0	(1)	(3)	(32)
July 1, 2023	**736**	**109**	**70**	**84**	**6**	**128**	**509**	**122**	**1,764**

APPENDIX A – MEMBERSHIP INFORMATION

Reconciliation of Plan Membership Since Prior Valuation
General Members (Ceres and Other Districts)

	Actives	Transfers	Non Vested Terminations due Refunds	Vested Terminations	Ordinary Disabled	Duty Disabled	Retired	Beneficiaries	Total
July 1, 2022	**147**	**44**	**27**	**22**	**1**	**5**	**92**	**7**	**345**
New Entrants	35	0	0	0	0	0	0	0	35
Rehires	0	0	0	0	0	0	0	0	0
Duty Disabilities	0	0	0	(1)	0	1	0	0	0
Ordinary Disabilities	0	0	0	0	0	0	0	0	0
Retirements	(2)	(3)	0	(2)	0	0	7	0	0
Retirements from General with Safety Service	0	0	0	0	0	0	1	0	1
Vested Terminations	(7)	(1)	0	8	0	0	0	0	0
Died, With Beneficiaries' Benefit Payable	0	0	0	0	0	(1)	0	1	0
Died, Without Beneficiary, and Other Terminations	(11)	0	11	0	0	0	0	0	0
Transfers	(2)	3	0	0	0	0	0	0	1
Beneficiary Deaths	0	0	0	0	0	0	0	0	0
Domestic Relations Orders	0	0	0	0	0	0	0	0	0
Withdrawals Paid	(8)	0	(2)	(2)	0	0	0	0	(12)
Member Reclassifications	0	(3)	0	0	0	1	1	1	0
July 1, 2023	**152**	**40**	**36**	**25**	**1**	**6**	**101**	**9**	**370**

APPENDIX A – MEMBERSHIP INFORMATION

Reconciliation of Plan Membership Since Prior Valuation
Safety Members (Ceres and Other Districts)

	Actives	Transfers	Non Vested Terminations due Refunds	Vested Terminations	Ordinary Disabled	Duty Disabled	Retired	Beneficiaries	Total
July 1, 2022	**50**	**65**	**6**	**3**	**1**	**14**	**35**	**4**	**178**
New Entrants	7	0	0	0	0	0	0	0	7
Rehires	0	0	0	0	0	0	0	0	0
Duty Disabilities	(2)	0	0	0	0	2	0	0	0
Ordinary Disabilities	0	0	0	0	0	0	0	0	0
Retirements	(6)	(2)	0	0	0	0	8	0	0
Retirements from General with Safety Service	0	0	0	0	0	0	0	0	0
Vested Terminations	0	0	0	0	0	0	0	0	0
Died, With Beneficiaries' Benefit Payable	0	0	0	0	0	0	0	0	0
Died, Without Beneficiary, and Other Terminations	(2)	0	2	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0	0
Beneficiary Deaths	0	0	0	0	0	0	0	0	0
Domestic Relations Orders	0	0	0	0	0	0	0	0	0
Withdrawals Paid	0	(1)	(1)	0	0	0	0	0	(2)
Member Reclassifications	0	(1)	0	0	0	2	0	3	4
July 1, 2023	**47**	**61**	**7**	**3**	**1**	**18**	**43**	**7**	**187**

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

The assumptions and methods used in the actuarial valuation as of June 30, 2023 are:

Contribution Allocation Procedure

The contribution allocation procedure primarily consists of an actuarial cost method, an asset valuation method, and an amortization method as described below. This contribution allocation procedure, combined with reasonable assumptions, produces a Reasonable Actuarially Determined Contribution as defined in Actuarial Standard of Practice No. 4. The contribution allocation procedure was selected to balance benefit security, intergenerational equity, and the stability of actuarially determined contributions. The selection also considered the demographics of plan members, the funding goals and objectives of the Board, and the need to accumulate assets to make benefit payments when due. There were no changes to the contribution allocation procedures from the prior valuation.

1. **Actuarial Cost Method**
   Annual contributions to the Stanislaus County Employees' Retirement Association (the Plan) are computed under the Entry Age Normal Actuarial Cost Method, computed to the final decrement.

   Under this cost method, the normal cost is calculated as the amount necessary to fund Members' benefits as a level percentage of total payroll over their projected working lives. At each valuation date, the Actuarial Liability is equal to the difference between the liability for the Members' total projected benefit and the present value of future normal cost contributions.

   The excess of the Actuarial Liability over Plan assets is the Unfunded Actuarial Liability (UAL).

   The total Plan cost is the sum of the normal cost (computed on an Individual basis), the amortization of the Unfunded Actuarial Liability, and the expected administrative expenses.

2. **Amortization Method**
   The UAL for each cost-sharing group is amortized as a level percentage of payroll. The initial UAL as of June 30, 2021 is amortized over a closed 15-year period (13 years remaining as of June 30, 2023). Any subsequent unexpected changes in the UAL after June 30, 2021 from actuarial gains or losses or assumptions changes are amortized over fixed closed periods of 20 years as a level percentage of payroll, with new amortization layers established each year. Any subsequent changes in the UAL after June 30, 2021 due to plan amendments or other plan provision changes are amortized over a shorter period, based on the lesser of 15 years or the average future working lifetime for changes affecting active members, or the lesser of 10 years or the average remaining life expectancy for changes affecting inactive members.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

3. Actuarial Value of Plan Assets

The Actuarial Value of Plan assets is a modified market-related value. The Market Value of Assets is adjusted to recognize, over a five-year period, differences between actual investment earnings and the assumed investment return. The Actuarial Value of Assets is limited to no less than 80% and no more than 120% of the market value.

The detailed calculations of the Actuarial Value of Plan assets are shown in Section III.

4. Changes in Actuarial Methods

None.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

Actuarial Assumptions

All actuarial assumptions are based on the Actuarial Experience Study Report for the period covering July 1, 2018 through June 30, 2021 report. The proposed assumptions were summarized and reviewed with the Board at the December 14, 2021 Board meeting, at which the Board provided direction to proceed with the valuation based on those assumptions. Final adoption of the assumptions was effective with the adoption of the June 30, 2021 Report. More details on the rationale for the demographic and economic assumptions can be found in the experience study report. The combined effect of the assumptions is expected to have no significant bias for the purpose of this measurement.

1. **Rate of Return**
   The annual rate of return on all Plan assets is assumed to be 6.75%, net of investment expenses.

2. **Cost of Living**
   The cost of living as measured by the Consumer Price Index (CPI) will increase at the rate of 2.50% per year.

3. **Administrative Expenses**
   An allowance of $3,256,938 for Plan administrative expenses for the current year has been included in the annual cost calculated. The administrative expense amount has been assumed to increase in future years at the rate of the Cost-of-Living assumption (2.50%).

4. **Interest Credited to Employee Accounts**
   The employee accounts are credited with 4.25% interest annually.

5. **Increases in Pay**
   Base salary increase: 2.75%

   Assumed pay increases for active Members consist of increases due to base salary adjustments (as noted above), plus service-based increases due to longevity and promotion, as shown on the next page.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

Longevity & Promotion Increases		
Service	**General**	**Safety**
0	5.00%	5.00%
1	5.00%	5.00%
2	5.00%	5.00%
3	5.00%	4.50%
4	5.00%	4.50%
5	3.50%	2.00%
6	2.50%	1.75%
7	1.50%	1.50%
8	1.25%	1.50%
9	1.00%	1.25%
10	0.75%	1.00%
11+	0.50%	1.00%

6. **PEPRA Compensation Limit**
The assumption used for increasing the compensation limit that applies to PEPRA members is 2.50%

7. **Post Retirement COLA**
For those with the 3% COLA benefit (i.e., 100% of CPI up to 3% annually with banking), 2.40% annual increases are assumed. Increases are assumed to occur on April 1.

Higher COLA annual increases of 2.60% are assumed for members in pay status. This is used as a proxy to estimate the value of the increases in COLA banks which have occurred since the adoption of the 2.40% assumption based on recent experience.

8. **Social Security Wage Base**
General Plan 3 members have their benefits offset by an assumed Social Security Benefit. For projecting the Social Security Benefit, the annual Social Security Wage Base increase is assumed to be 2.75% per year.

9. **Internal Revenue Code Section 415 Limit**
The Internal Revenue Code (IRC) Section 415 maximum benefit limitations have been applied to the benefits for members currently in pay status, as the limited benefits have been provided by StanCERA for valuation purposes. Future projected benefits for members in active and deferred statuses have not been reduced for potential Section 415 limits in the current valuation, though any actual limitations for these members will result in actuarial gains upon their actual retirement, which will reduce future contributions.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

10. Internal Revenue Code Section 401(a)(17)

The IRC Section 401(a)(17) maximum compensation limitation for active members is not reflected in the valuation for funding purposes; limitations are reflected after retirement.

11. Family Composition

Percentage married for all active members who retire, become disabled, or die during active service is shown in the following table.

Percentage Married	
Gender	**Percentage**
Males	80%
Females	60%

Spouses of male members are assumed to be two years younger than the member and spouses of female members are assumed to be two years older than the member.

12. Accumulated Vacation Time Load

Active members' service retirement and related benefits are loaded by 3.00% for Safety Members and 3.00% for General Members for cashouts of vacation time. 1/3 of this load applies for members with a 36-month final average service period. No other adjustment is made to the liabilities for anticipated future service purchases.

13. Rates of Separation

Rates of termination apply to all active Members who terminate their employment.

Separate rates of termination are assumed among Safety and General Members.

Termination Rates		
Years of Service	**General All**	**Safety All**
0	18.0%	16.0%
1	14.0%	8.0%
2	9.0%	7.0%
3	8.0%	6.0%
4	7.0%	6.0%
5	7.0%	6.0%
10	5.0%	5.0%
15	3.0%	2.0%
20	3.0%	0.0%
25	3.0%	0.0%
30+	0.0%	0.0%

Termination rates do not apply once a member is eligible for retirement.

Attachment: Actuarial Report (FY 2025 Retirement Rates)

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

14. Withdrawal

Rates of withdrawal apply to active Members who terminate their employment and withdraw their member contributions, forfeiting entitlement to future Plan benefits. Separate rates of withdrawal are assumed among Safety and General Members and are based on service. The rates do not overlap with the service retirement rates.

45% of all General Member terminations with less than 10 years of service are assumed to take a refund of contributions, as well as 15% of those with 10 or more years of service.

35% of all Safety Member terminations with less than 10 years of service are assumed to take a refund of contributions, and 10% of those with 10 or more years of service.

15. Vested Termination and Reciprocal Transfers

Rates of vested termination apply to active Members who terminate their employment after five years of service and leave their member contributions on deposit with the Plan. Alternatively, those who terminate their employment with less than five years of service can leave their member contributions with the Plan and transfer to a reciprocal employer, therefore retaining entitlement to future Plan benefits.

Vested terminated Tier 3 General Members are assumed to begin receiving benefits at age 65 while all other General Members are assumed to begin at age 58, unless they have reciprocity, in which case they are assumed to begin at age 61; terminated Safety Members are assumed to begin receiving benefits at age 51 for Tiers 4 and 5 and at age 54 for the Tiers 1, 2, 3, and 6.

60% of vested terminated General Members with less than 10 years of service are assumed to be reciprocal, as well as 40% of those with 10 or more years of service.

75% of vested terminated Safety Members with less than 10 years of service are assumed to be reciprocal, as well as 70% of those with 10 or more years of service.

Reciprocal members are assumed to receive annual pay increases of 3.25% for General and 3.75% for Safety from the date of transfer to the assumed retirement date.

16. Form of Benefit

Upon retirement, 90% of male married members and 95% of female married members are assumed to elect the normal payment form (joint & 50% survivor annuity for Tier 3 and joint & 60% survivor annuity for all other tiers). Non-married members are assumed to elect a single life annuity.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

17. Rates of Service-Connected Disability

Separate rates of duty disability are assumed among Safety and General Members; rates for both sexes for Safety Members are combined. Safety members are assumed to follow the 2021 CalPERS State Safety rates. Sample rates are shown below:

Rates of Service-Connected Disability			
	General		Safety
Age	Male	Female	All
20	0.0043%	0.0002%	0.0020%
25	0.0102%	0.0004%	0.0760%
30	0.0211%	0.0008%	0.1700%
35	0.0284%	0.0024%	0.2640%
40	0.0401%	0.0056%	0.3600%
45	0.0613%	0.0101%	0.4570%
50	0.0897%	0.0162%	0.5570%
55	0.1227%	0.0249%	0.6580%
60	0.1637%	0.0349%	0.7620%
65	0.0000%	0.0000%	0.8690%

18. Rates of Nonservice-Connected Disability

Separate rates of ordinary disability are assumed among Safety and General Members. Rates of ordinary disability for Safety Members are assumed to follow the 2021 CalPERS Public Agency Police Non-Industrial Disability table; rates of ordinary disability for General Members are assumed to follow the 2021 CalPERS Public Agency Miscellaneous Non-Industrial Disability table. The rates shown are applied after five Years of Service. Sample rates are on the next page.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

Rates of Non Service-Connected Disability		
	General	
Age	Male	Female
20	0.0170%	0.0100%
25	0.0170%	0.0100%
30	0.0190%	0.0240%
35	0.0390%	0.0710%
40	0.1020%	0.1350%
45	0.1510%	0.1880%
50	0.1580%	0.1990%
55	0.1580%	0.1490%
60	0.1530%	0.1050%
65	0.1280%	0.0880%
70	0.1020%	0.0840%
75+	0.1020%	0.0880%

Rates of Non Service-Connected Disability	
	Safety
Age	All
20	0.0100%
25	0.0100%
30	0.0200%
35	0.0300%
40	0.0400%
45	0.0500%
50	0.0800%
55	0.1300%
60	0.2000%
65+	0.2000%

19. Rates of Mortality for Non-Annuitants

Rates of ordinary death for active General members are specified by the 2021 CalPERS Preretirement Non-Industrial Mortality table, adjusted by 102.2% for males and 110.2% for females. Rates of ordinary death for active Safety members are specified by the 2021 CalPERS Preretirement Non-Industrial Mortality table, adjusted by 102.6% for males and 100.9% for females. Duty related mortality rates are only applicable for Safety Active Members and are based on the 2021 CalPERS Preretirement Industrial Death table, adjusted by 102.6% for males and 100.9% for females. These mortality base tables are all projected generationally from 2017 using 80% of SOA Scale MP-2020.

The table on the following page provides a sample of the base mortality rates including adjustments but prior to any projections for mortality improvements.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

Non-Annuitant Mortality Rates							
	Ordinary Death - General		Ordinary Death	Ordinary Death	Duty Death	Duty Death
Age	Male	Female	Safety Male	Safety Female	Safety Male	Safety Female
20	0.0399%	0.0154%	0.0390%	0.0141%	0.0041%	0.0020%
25	0.0337%	0.0143%	0.0349%	0.0182%	0.0041%	0.0020%
30	0.0450%	0.0209%	0.0431%	0.0252%	0.0051%	0.0030%
35	0.0593%	0.0320%	0.0492%	0.0343%	0.0051%	0.0040%
40	0.0767%	0.0430%	0.0564%	0.0424%	0.0062%	0.0050%
45	0.0950%	0.0595%	0.0677%	0.0535%	0.0072%	0.0061%
50	0.1369%	0.0893%	0.0944%	0.0737%	0.0103%	0.0081%
55	0.2024%	0.1355%	0.1416%	0.1070%	0.0154%	0.0121%
60	0.2933%	0.1973%	0.2267%	0.1524%	0.0257%	0.0172%
65	0.4119%	0.2755%	0.3550%	0.1957%	0.0390%	0.0222%
70	0.6071%	0.4452%	0.6218%	0.3612%	0.0687%	0.0404%

20. Rates of Mortality for Nonservice-Connected Disabled Retirees

Rates of mortality for current nonservice-connected disabled Members are specified by the 2021 CalPERS Non-Industrially Disabled Annuitant Mortality table, no adjustment for males or females, with generational mortality improvements projected from 2017 using 80% of SOA Scale MP-2020.

The table provides a sample of the base mortality rates including adjustments but prior to any projections for mortality improvements.

Nonservice-Connected Disabled Mortality Rates		
Age	Male	Female
45	1.120%	1.019%
50	1.727%	1.439%
55	2.217%	1.734%
60	2.681%	1.962%
65	3.332%	2.276%
70	4.056%	2.910%
75	5.465%	4.160%
80	8.044%	6.112%
85	11.695%	9.385%
90	16.770%	14.3956%

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

21. Rates of Mortality for Service-Connected Disabled Retirees

Rates of mortality for current service-connected disabled Members are specified by the 2021 CalPERS Industrially Disabled Annuitant Mortality table, no adjustment for males and adjusted by 105% for females, with generational mortality improvements projected from 2017 using 80% of SOA Scale MP-2020.

The table provides a sample of the base mortality rates including adjustments but prior to any projections for mortality improvements.

Service-Connected Disabled Mortality Rates		
Age	Male	Female
45	0.314%	0.238%
50	0.437%	0.326%
55	0.623%	0.577%
60	0.935%	0.911%
65	1.393%	1.250%
70	2.189%	1.951%
75	3.498%	3.291%
80	5.932%	5.442%
85	10.244%	8.447%
90	16.739%	13.0557%

22. Rates of Mortality for Emerging Disabled Retirees

Rates of mortality for future General disabled retirees, both nonservice- and service-connected, are specified by mortality tables consisting of blends of the mortality assumptions for current nonservice- and service-connected disabled retirees. The blend for future disabled General retirees is 50% and 50%, respectively. The proportions reflect the expected splits in future disabled retirees between nonservice- and service-connected disablements.

Future disabled Safety retirees are assumed to follow the same rates of mortality as the service-connected disabled retirees indicated in the prior bullet.

23. Rates of Mortality for Healthy Annuitants

Rates of mortality for retired Members and their beneficiaries are specified by the 2021 CalPERS Healthy Annuitant table, adjusted by 107.6% for males and 115.3% for females, with generational mortality improvements projected from 2017 using 80% of SOA Scale MP-2020.

The table on the next page provides a sample of the base mortality rates including adjustments but prior to any projections for mortality improvements.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

Healthy Annuitant Mortality Rates		
Age	**Male**	**Female**
45	0.101%	0.063%
50	0.291%	0.229%
55	0.421%	0.375%
60	0.618%	0.525%
65	0.922%	0.705%
70	1.442%	1.149%
75	2.582%	2.056%
80	4.713%	3.923%
85	8.902%	7.110%
90	15.644%	12.7820%

24. Mortality Improvement

As mentioned above, the mortality assumptions employ a fully generational mortality improvement projection from base year 2017 using 80% of the Society of Actuaries Scale MP-2020.

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

25. Rates of Retirement

Retirement for members in non-PEPRA Tiers (Tier 6) are assumed to occur among eligible members in accordance with the table below and on the following page:

Rates of Retirement General (Non-PEPRA)			
	Years of Service		
Age	0-9	10-29	30+
40-44	0.00%	0.00%	0.00%
45-49	0.00%	0.00%	10.00%
50-54	0.00%	4.00%	10.00%
55	0.00%	7.00%	10.00%
56	0.00%	7.00%	15.00%
57	0.00%	7.00%	15.00%
58	0.00%	7.00%	15.00%
59	0.00%	12.50%	15.00%
60	0.00%	12.50%	22.50%
61	0.00%	12.50%	30.00%
62	0.00%	20.00%	30.00%
63	0.00%	20.00%	30.00%
64	0.00%	20.00%	30.00%
65	0.00%	40.00%	30.00%
66	0.00%	40.00%	30.00%
67	0.00%	40.00%	30.00%
68	0.00%	25.00%	30.00%
69	0.00%	25.00%	30.00%
70	25.00%	25.00%	30.00%
71	25.00%	25.00%	30.00%
72	25.00%	25.00%	30.00%
73	25.00%	25.00%	30.00%
74	25.00%	25.00%	30.00%
75+	100.00%	100.00%	100.00%

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

Rates of Retirement Safety (Non-PEPRA) Years of Service				
Age	0-9	10-14	15-19	20+
40-48	0.00%	0.00%	0.00%	5.00%
49	0.00%	0.00%	0.00%	20.00%
50	0.00%	5.00%	25.00%	40.00%
51	0.00%	5.00%	5.00%	25.00%
52	0.00%	5.00%	5.00%	25.00%
53	0.00%	5.00%	5.00%	25.00%
54	0.00%	5.00%	5.00%	25.00%
55	0.00%	5.00%	5.00%	40.00%
56	0.00%	5.00%	5.00%	40.00%
57	0.00%	5.00%	5.00%	40.00%
58	0.00%	5.00%	5.00%	40.00%
59	0.00%	5.00%	5.00%	40.00%
60	0.00%	25.00%	25.00%	100.00%
61	0.00%	25.00%	25.00%	100.00%
62	0.00%	25.00%	25.00%	100.00%
63	0.00%	25.00%	25.00%	100.00%
64	0.00%	25.00%	25.00%	100.00%
65	0.00%	100.00%	100.00%	100.00%
66	0.00%	100.00%	100.00%	100.00%
67	0.00%	100.00%	100.00%	100.00%
68	0.00%	100.00%	100.00%	100.00%
69	0.00%	100.00%	100.00%	100.00%
70+	100.00%	100.00%	100.00%	100.00%

Attachment: Actuarial Report (FY 2025 Retirement Rates)

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

Retirement for members in PEPRA, Tier 6, are assumed to occur among eligible members in accordance with the sample rates below, from the full tables 2021 CalPERS Public Agency Miscellaneous 2% @ 62 table for General and the 2021 CalPERS Public Agency Safety Police 2.7% @ 57 table for Safety:

Rates of Retirement General (PEPRA) Years of Service				
Age	5	10	25	35
50-51	0.00%	0.00%	0.00%	0.00%
52	0.50%	0.80%	1.90%	3.80%
53	0.70%	1.10%	2.10%	4.80%
54	0.70%	1.10%	2.30%	5.40%
55	1.00%	1.90%	6.10%	15.20%
56	1.40%	2.60%	7.50%	16.70%
57	1.80%	2.90%	7.40%	14.30%
58	2.30%	3.50%	7.30%	13.50%
59	2.50%	3.80%	9.20%	17.50%
60	3.10%	5.10%	11.10%	18.30%
61	3.80%	5.80%	12.10%	23.20%
62	4.40%	7.40%	16.40%	27.10%
63	7.70%	10.50%	19.20%	26.60%
64	7.20%	10.10%	18.70%	27.60%
65	10.80%	14.10%	23.90%	34.80%
66	13.20%	17.20%	29.20%	42.60%
67	13.20%	17.20%	29.20%	40.50%
68	12.00%	15.60%	26.50%	38.70%
69	12.00%	15.60%	26.50%	36.80%
70	12.00%	15.60%	26.50%	38.70%
71	12.00%	15.60%	26.50%	38.70%
72	12.00%	15.60%	26.50%	38.70%
73	12.00%	15.60%	26.50%	38.70%
74	12.00%	15.60%	26.50%	38.70%
75+	100.00%	100.00%	100.00%	100.00%

APPENDIX B – STATEMENT OF CURRENT ACTUARIAL ASSUMPTIONS AND METHODS

Rates of Retirement Safety (PEPRA)				
	Years of Service			
Age	5	10	25	35
50	5.00%	5.00%	5.00%	11.00%
51	4.00%	4.00%	5.75%	13.92%
52	3.80%	3.80%	5.80%	13.21%
53	3.80%	3.80%	7.74%	28.98%
54	3.80%	3.80%	9.31%	33.25%
55	6.84%	6.84%	13.40%	38.76%
56	6.27%	6.27%	12.28%	34.49%
57	6.00%	6.00%	11.75%	32.00%
58	8.00%	8.00%	13.75%	35.00%
59	8.00%	8.00%	14.00%	40.00%
60	15.00%	15.00%	15.00%	35.00%
61	14.40%	14.40%	14.40%	26.40%
62	15.00%	15.00%	15.00%	33.00%
63	15.00%	15.00%	15.00%	40.00%
64	15.00%	15.00%	15.00%	52.50%
65+	100.00%	100.00%	100.00%	100.00%

26. Changes in Actuarial Assumptions

There have been no changes in the assumptions since the prior valuation. We have updated the annual interest crediting rate for employee accounts, from 0.25% to 4.25%, based on the Association's Excess Earnings & Interest Posting Policy. However, this assumption is only used to reflect the expected impact of the existing policy and thus does not represent a change in forward-looking assumptions.

APPENDIX C – SUMMARY OF PLAN PROVISIONS

All actuarial calculations are based on our understanding of the statutes governing the StanCERA as contained in the County Employees Retirement Law (CERL) of 1937, with provisions adopted by the County Board of Supervisors, a district Board of Directors, or the StanCERA Board, effective through June 30, 2023. The benefit and contribution provisions of this law are summarized briefly below, along with corresponding references to the State Code. This summary does not attempt to cover all the detailed provisions of the law.

A. Definitions

Compensation: Compensation means the cash remuneration for services paid by the employer. It includes base pay and certain differential, incentive, and special pay allowances defined by the Board of Retirement. Overtime is excluded, with the exception of overtime paid under the Fair Labor Standards Act that is regular and recurring.

For Tier 6 (PEPRA) members, only pensionable compensation up to the PEPRA Compensation Limit will count for computing Plan benefits and employee contributions and employer contributions. For those participating in Social Security, the compensation cap is $146,042 for calendar year 2023. For those not participating in Social Security, the compensation cap is $175,250 for calendar year 2023. In addition, it is possible that some sources of compensation, such as any payments deemed to be terminal or special pays, may be excluded from the benefit and contribution computations for PEPRA members.

Credited Service: In general, Credited Service is earned for the period during which Member Contributions are paid. Since Tier 3 Members participate in a non-contributory Plan, their Credited Service is calculated based on their date of Membership only.

Temporary service for which the Member was not credited, or service for which the Member withdrew his or her Member Contributions, may be purchased by paying or repaying the Member Contributions with interest. The categories of services that credit may be purchased for are listed below:

- **Prior Part-time Service**: If a Member worked for an employer within the Association on a part-time or 'extra help' basis before his membership in the Retirement Association, the Member may buyback this service.
- **Intermittent Part-time Service**
- **Prior full time Service:** Member may buyback full time service that may have been cashed out upon termination.

APPENDIX C – SUMMARY OF PLAN PROVISIONS

- **Leave of Absence (Including absence with State Disability or Worker's Compensation):** No unpaid leave of absence can be bought back except for absence due to medical reasons of up to one year.
- **Public Service:** Only Tier 1 and 4 Members may buy back this service.
- **Military Time:** Only Tier 1 and 4 Members may buy back this service.
- **Enhance Prior Tier Service:** Applies to certain active and deferred Members with Tier 1, 2, or 3 service.
- **Military "call up"**
- **AB 2766:** Only Safety Employees can buy back this service.

A percentage of credited sick leave may be credited according to the Member's applicable bargaining unit.

Final Compensation: For Members belonging to Tier 2, Tier 3, and Tier 6, Final Compensation means the highest Compensation earned during any 36 consecutive months of the Member's employment. For all others, it is the highest Compensation earned during any twelve months of employment.

General Member: Any Member who is not a Safety Member is a General Member.

Safety Member: Any sworn Member engaged in law enforcement, probation, or fire suppression is a Safety Member.

B. Membership

Eligibility: All full-time, permanent employees of Stanislaus County, City of Ceres, Stanislaus County Superior Court, Salida Sanitary District, East Side Mosquito Abatement, Keyes Community Services, Hills Ferry Cemetery, Stanislaus Council of Governments, and Stanislaus Regional Transit Authority hired on or after October 1, 1988 become Members on their date of appointment. All others hired before October 1, 1988 became Members on the first day of the calendar month following their date of appointment.

Detailed membership eligibility according to Tier and membership date is shown in Table 1 on page 80.

APPENDIX C – SUMMARY OF PLAN PROVISIONS

C. Service Retirement

Eligibility: New members who meet the requirements to enter a legacy tier under PEPRA will enter Tier 2; all other new members will enter Tier 6.

Tier 3 General Members are eligible to retire at age 55 if they have earned 10 years of Credited Service. Tier 6 (PEPRA) General Members are eligible to retire at age 52 if they have earned five years of Credited Service. All other General Members are eligible to retire at age 50 if they have earned five years of Credited Service and have been an Association member for at least 10 years. Alternatively, General non-PEPRA Members are eligible to retire at any age after having earned 30 years of Credited Service, or upon reaching age 70 with no service requirement.

Safety Members are eligible to retire at age 50 if they have earned five years of Credited Service and have been an Association member for at least 10 years. Alternatively, Safety Members are eligible to retire at any age after having earned 20 years of Credited Service, or upon reaching age 70 with no service requirement. The 20-year Credited Service retirement eligibility is not applicable to Tier 6 (PEPRA) Safety Members, nor is the 10-year Association membership requirement.

Benefit Amount: The Service Retirement Benefit payable to the Member is equal to the Member's Final Compensation multiplied by credited service, the benefit factor from Table 1 and the age factor from Table 2 corresponding to the Member's code section. The appropriate code sections for each group are listed in Table 1. For Tier 3 members, the age factors are applied *after* the benefit amount as determined under Table 1 has been offset by the designated fraction of the member's projected age 65 Social Security benefit.

For Tier 3 Members with Credited Service up to 35 years, the percentage of Final Compensation may not exceed 70% and for those with more than 35 years, it may not exceed 80%. For all other non-PEPRA Members, the percentage of Final Compensation may not exceed 100%. For those members integrated with Social Security (other than Tiers 3 and 6), Retirement Benefits based on the first $350 of monthly Final Average Compensation are reduced by one-third.

APPENDIX C – SUMMARY OF PLAN PROVISIONS

Table 1: Member Group Descriptions

Group	Open or Closed	FAP	Max Cola	Code Section	Description	Top Retirement Factor Age	Benefit Factor
General Tier I	Closed	1	3	31676.12	2% at 57	62	2.00%
General Tier II	Open	3	3	31676.1	2% at 62	65	1.67%
General Tier III	Closed	3	0	31499.14	Non-Contributory	65	First 35 Years: 2.0% of FAS less 1/35th of Social Security benefit at age 65. Next 10 Years: 1% of FAS
General Tier IV	Closed	1	3	31676.14	2% at 55	65	1.67%
General Tier V	Closed	1	3	31676.14	2% at 55	65	1.67%
General Tier VI	Open	3	3	7522.2	PEPRA	67	1.00%
Safety Tier II	Open	3	3	31664	2% at 50	50	2.00%
Safety Tier IV	Closed	1	3	31664.1	3% at 50	50	3.00%
Safety Tier V	Closed	1	3	31664.1	3% at 50	50	3.00%
Safety Tier VI	Open	3	3	7522.25 (2)	PEPRA	57	1.00%

Table 2: Age Factors

Age	Safety 2% at Age 50 CERL §: 31664	Safety 3% at Age 50 CERL §: 31664.1	Safety PEPRA GC §: 7522.25 Opt2	General 2% at Age 62 CERL §: 31676.1	General 2% at Age 57 CERL §: 31676.12	General 2% at Age 55 CERL §: 31676.14	General 2% at Age 65 CERL §: 31499.14	General PEPRA GC §: 7522.20
41	0.6258	0.6258	N/A	N/A	N/A	N/A	N/A	N/A
42	0.6625	0.6625	N/A	N/A	N/A	N/A	N/A	N/A
43	0.7004	0.7004	N/A	N/A	N/A	N/A	N/A	N/A
44	0.7397	0.7397	N/A	N/A	N/A	N/A	N/A	N/A
45	0.7805	0.7805	N/A	N/A	N/A	N/A	N/A	N/A
46	0.8226	0.8226	N/A	N/A	N/A	N/A	N/A	N/A
47	0.8678	0.8678	N/A	N/A	N/A	N/A	N/A	N/A
48	0.9085	0.9085	N/A	N/A	N/A	N/A	N/A	N/A
49	0.9522	0.9522	N/A	N/A	N/A	N/A	N/A	N/A
50	1.0000	1.0000	2.0000	0.7091	0.6681	0.8850	N/A	N/A
51	1.0516	1.0000	2.1000	0.7457	0.7056	0.9399	N/A	N/A
52	1.1078	1.0000	2.2000	0.7816	0.7454	1.0000	N/A	1.0000
53	1.1692	1.0000	2.3000	0.8181	0.7882	1.0447	N/A	1.1000
54	1.2366	1.0000	2.4000	0.8556	0.8346	1.1048	N/A	1.2000
55	1.3099	1.0000	2.5000	0.8954	0.8850	1.1686	0.3900	1.3000
56	1.3099	1.0000	2.6000	0.9382	0.9399	1.2365	0.4300	1.4000
57	1.3099	1.0000	2.7000	0.9846	1.0000	1.3093	0.4700	1.5000
58	1.3099	1.0000	2.7000	1.0350	1.0447	1.3608	0.5100	1.6000
59	1.3099	1.0000	2.7000	1.0899	1.1048	1.4123	0.5600	1.7000
60	1.3099	1.0000	2.7000	1.1500	1.1686	1.4638	0.6100	1.8000
61	1.3099	1.0000	2.7000	1.1947	1.2365	1.5153	0.6700	1.9000
62	1.3099	1.0000	2.7000	1.2548	1.3093	1.5668	0.7400	2.0000
63	1.3099	1.0000	2.7000	1.3186	1.3093	1.5668	0.8200	2.1000
64	1.3099	1.0000	2.7000	1.3865	1.3093	1.5668	0.9000	2.2000
65	1.3099	1.0000	2.7000	1.4593	1.3093	1.5668	1.0000	2.3000
66	1.3099	1.0000	2.7000	1.4593	1.3093	1.5668	1.0000	2.4000
67	1.3099	1.0000	2.7000	1.4593	1.3093	1.5668	1.0000	2.5000

Form of Benefit: The Service Retirement Benefit will be paid monthly beginning at retirement and for the life of the Member. If the member selects the unmodified benefit form, in the event of the Member's death 60% of the benefit will continue for the life of the Member's spouse or to the age of majority of dependent minor children if there is no spouse. For Tier 3 Members, the benefit payable to beneficiary is limited to 50%. In the event there is no surviving spouse or minor children, any unpaid remainder of the Member's accumulated contributions will be paid to the Member's designated beneficiary.

Actuarially equivalent optional benefit forms are also available.

Annually on April 1, benefits for all retired members other than those in Tier 3 are adjusted to reflect changes in the CPI for the San Francisco Bay Area since the prior year. Benefits may be increased or decreased, but the cumulative changes shall never reduce the benefit below the original monthly allowance. Annual increases may not exceed the COLA figures shown in Table 1, but CPI increases above this figure are "banked" and used for future increases when the CPI increases by less than the figures shown.

In addition, ad hoc cost-of-living adjustments have been granted in the past and may be granted in the future.

A lump sum benefit of $5,000 will be payable upon the death of a retired member. No death benefit is payable for Tier 3 retired members.

D. Service-Connected Disability

Eligibility: All non-Tier 3 Members are eligible for Service-Connected Disability Retirement benefits at any age if they are permanently disabled as a result of injuries or illness sustained in the line of duty. Tier 3 Members are not eligible to receive disability benefits.

Benefit Amount: The Service-Connected Disability Retirement Benefit payable to Members is equal to the greater of 50% of their Final Compensation or – if the Member is eligible at disability for a Service Retirement Benefit – the Service Retirement Benefit accrued on the date of disability.

Form of Benefit: The Service-Connected Disability Retirement Benefit will be paid monthly beginning at the effective date of disability retirement and for the life of the Member; in the event of the Member's death, 100% of the benefit will continue for the life of the Member's spouse or to the age of majority of dependent minor children if there is no spouse. In the event there is no surviving spouse or minor children, any unpaid remainder of the Member's accumulated contributions will be paid to the Member's designated beneficiary.

Actuarially equivalent optional benefit forms and COLA adjustments (as described for the Service Retirement benefit) are also available. A lump sum benefit of $5,000 will be payable upon the death of the member.

APPENDIX C – SUMMARY OF PLAN PROVISIONS

E. Nonservice-Connected Disability

Eligibility: Tier 3 Members are not eligible to receive disability benefits. All other Members are eligible for Nonservice-Connected Disability Retirement benefits if they are permanently disabled at any age after earning five years of Credited Service.

Benefit Amount: The Nonservice-Connected Disability Retirement Benefit payable to Tier 1 General Members is equal to the greatest of:

- 1.8% of Final Compensation at disability multiplied by years of Credited Service at disability;
- 1.8% of Final Compensation at disability multiplied by years of Credited Service projected to age 62, but not to exceed one-third of Final Compensation; or
- If the Member is eligible at disability for a Service Retirement Benefit, the Service Retirement Benefit accrued on the date of disability.

The Nonservice-Connected Disability Retirement Benefit payable to Tiers 2, 4, 5, and 6 General Members is equal to the greatest of:

- 1.5% of Final Compensation at disability multiplied by years of Credited Service at disability;
- 1.5% of Final Compensation at disability multiplied by years of Credited Service projected to age 65, but not to exceed one-third of Final Compensation; or
- If the Member is eligible at disability for a Service Retirement Benefit, the Service Retirement Benefit accrued on the date of disability.

The Nonservice-Connected Disability Retirement Benefit payable to Safety Members is equal to the greatest of:

- 1.8% of Final Compensation at disability multiplied by years of Credited Service at disability;
- 1.8% of Final Compensation at disability multiplied by years of Credited Service projected to age 55, but not to exceed one-third of Final Compensation; or
- If the Member is eligible at disability for a Service Retirement Benefit, the Service Retirement Benefit accrued on the date of disability.

APPENDIX C – SUMMARY OF PLAN PROVISIONS

Form of Benefit: The Nonservice-Connected Disability Retirement Benefit will be paid monthly beginning at the effective date of disability retirement, and for the life of the Member; in the event of the Member's death, 60% of the benefit will continue for the life of the Member's spouse or to the age of majority of dependent minor children if there is no spouse. In the event there is no surviving spouse or minor children, any unpaid remainder of the Member's accumulated contributions will be paid to the Member's designated beneficiary.

Actuarially equivalent optional benefit forms and COLA adjustments (as described for the Service Retirement benefit) are also available. A lump sum benefit of $5,000 will be payable upon the death of the member.

F. Death Benefit

Eligibility: A Tier 3 Member's survivors are not eligible to receive death benefits. All other Members' survivors are eligible to receive different Death benefits dependent on the Member's cause of death and retirement eligibility.

Benefit Amount: In the event the Member's death resulted from injury or illness sustained in connection with the Member's duties, the Death Benefit payable to a surviving spouse, domestic partner, or eligible dependent children will be the greater of 50% of the Member's Final Compensation at the time of death or the Service Retirement Benefit.

In the event the Member's death did not result from injury or illness sustained in connection with the Member's duties and at the time of death and the Member was eligible for Service Retirement or Non-Service Connected Disability (i.e., the employee was employed at least five years), the Death Benefit payable to the spouse, partner or children will be 60% of the survivor benefit based on benefit due on Member's date of death.

In all other cases, the designated beneficiary (not necessarily a spouse/partner/child) will receive a refund of the Member's contributions with interest plus one month of Final Compensation for each year of service to a maximum of six years.

Form of Benefit: Annuity death benefits will be paid monthly beginning at the Member's death and for the life of the surviving spouse/partner or to the age of majority of dependent minor children if there is no spouse/partner. Lump sum benefits will be paid as described above.

COLA adjustments (as described for the annuity benefits) are also available.

APPENDIX C – SUMMARY OF PLAN PROVISIONS

G. Withdrawal Benefits

Eligibility: Tier 3 Members are not eligible to receive withdrawal benefits. All other Members are eligible for a Withdrawal Benefit upon termination of employment, if not eligible to receive or electing to waive a monthly benefit.

Benefit Amount: The Withdrawal Benefit is a refund of the Member's accumulated Contributions with interest. Upon receipt of the Withdrawal Benefit, the Member forfeits all Credited Service.

Form of Benefit: The Withdrawal Benefit is paid in a lump sum upon election by the Member.

H. Deferred Vested Benefit

Eligibility: A Member is eligible for a Deferred Vested Benefit upon termination of employment after earning five years of Credited Service, including reciprocity service from another system. For Tier 3 Members, the vesting requirement is 10 years of Credited Service.

The Member must leave his or her Member Contributions with interest on deposit with the Plan. This requirement does not apply to Tier 3 Members since they participate in a non-contributory Plan.

Benefit Amount: The Deferred Vested Benefit is computed in the same manner as the Service Retirement Benefit, but it is based on Credited Service and Final Compensation on the date of termination.

Form of Benefit: The Deferred Vested Benefit will be paid monthly beginning at retirement and for the life of the Member; in the event of the Member's death, 60% of the benefit will continue for the life of the Member's spouse or to the age of majority of dependent minor children if there is no spouse. For Tier 3 Members, the benefit payable to beneficiary is limited to 50%. In the event there is no surviving spouse or minor children, any unpaid remainder of the Member's accumulated contributions will be paid to the Member's designated beneficiary.

Actuarially equivalent optional benefit forms and COLA adjustments (as described for the Service Retirement benefit) are also available. A lump sum benefit of $5,000 will be payable upon the death of the member. No death benefit is payable for Tier 3 retired members.

APPENDIX C – SUMMARY OF PLAN PROVISIONS

I. Reciprocal Benefit

Eligibility: A Member is eligible for a Reciprocal Benefit upon termination of employment after earning five years of Credited Service and entry, within a specified period of time, into another retirement system recognized as a reciprocal system by the Plan. For Tier 3 Members, the vesting requirement is 10 years of Credited Service.

The Member must leave his or her Member Contributions with interest on deposit with the Plan. This requirement does not apply to Tier 3 Members since they participate in a non-contributory Plan.

Benefit Amount: The Reciprocal Benefit is computed in the same manner as the Service Retirement Benefit, but it is based on Credited Service on the date of termination and Final Compensation on the date of retirement; Final Compensation is based on the highest of the Compensation earned under this Plan or the reciprocal plan.

Form of Benefit: The Reciprocal Benefit will be paid monthly beginning at retirement and for the life of the Member; in the event of the Member's death, 60% of the benefit will continue for the life of the Member's spouse or to the age of majority of dependent minor children if there is no spouse. For Tier 3 Members, the benefit payable to beneficiary is limited to 50%. In the event there is no surviving spouse or minor children, any unpaid remainder of the Member's accumulated contributions will be paid to the Member's designated beneficiary.

Actuarially equivalent optional benefit forms and COLA adjustments (as described for the Service Retirement benefit) are also available.

A lump sum benefit of $5,000 will be payable upon the death of the member. No death benefit is payable for Tier 3 retired members.

J. Optional Benefit Forms

Prior to retirement, a member may elect to convert his retirement allowance into a benefit of equivalent Actuarial Value in accordance with one of the optional forms described below.

1. A reduced retirement allowance payable during his life with the provision that on his death the excess, if any, of his accumulated deductions at the time of retirement over the annuity payments made to him will be paid to his designated beneficiary or estate; or
2. A reduced retirement allowance payable during his life with the provision that after his death the reduced allowance will be continued for life to the beneficiary designated by him at the time of his retirement; or

APPENDIX C – SUMMARY OF PLAN PROVISIONS

3. A reduced retirement allowance payable during his life with the provision that after his death an allowance of one-half of his reduced allowance will be continued for life to the beneficiary designated by him at the time of his retirement.

In addition, a member participating in Social Security may elect to receive an increased monthly allowance before age 62 (earliest possible receipt of Social Security benefits) and then take a reduced monthly allowance at age 62 and after. This option will not affect any monthly payments payable to a beneficiary. This option is not available to those receiving a disability benefit.

K. Member Contributions

Other than Tiers 3 and 6, all Members contribute a percentage of Compensation to the Plan through payroll deduction. The percentage contributed depends on the Member's nearest age upon joining the Plan. Members do not contribute after earning 30 years of Credited Service.

Tier 6 (PEPRA) Members must contribute half of the Normal Cost of the Plan. Contributions for these members will be based on the Normal Cost associated with their benefits, including COLA; General and Safety members will pay different rates. Members will continue to contribute after earnings 30 years of service.

City of Ceres members in Tiers 1 and 4 pay the Tier 2 and 5 rates ("Full" rates), rather than the rates for their respective Tiers ("Half" rates).

Interest is credited semiannually to each Member's accumulated contributions. The crediting rate is set by the Board; the current annual rate is 4.25%.

The employee contribution rates are shown in the Appendix E.

L. Changes in Plan Provisions

No change.

APPENDIX D – GLOSSARY

1. **Actuarial Assumptions**

   Assumptions as to the occurrence of future events affecting pension costs such as mortality, withdrawal, disability, retirement, changes in compensation, and rates of investment return.

2. **Actuarial Cost Method**

   A procedure for determining the actuarial present value of pension plan benefits and expenses and for developing an allocation of such value to each year of service, usually in the form of a normal cost and an Actuarial Liability.

3. **Actuarial Gain (Loss)**

   The difference between actual experience and that expected is based upon a set of actuarial assumptions during the period between two actuarial valuation dates, as determined in accordance with a particular actuarial cost method.

4. **Actuarial Liability**

   The portion of the actuarial present value of projected benefits that will not be paid by future normal costs. It represents the value of the past normal costs with interest to the valuation date.

5. **Actuarial Present Value (Present Value)**

   The value as of a given date of a future amount or series of payments. The actuarial present value discounts the payments to the given date at the assumed investment return and includes the probability of the payment being made.

6. **Actuarial Valuation**

   The determination, as of a specified date, of the normal cost, Actuarial Liability, Actuarial Value of Assets, and related actuarial present values for a pension plan.

7. **Actuarial Value of Assets**

   The value of cash, investments, and other property belonging to a pension plan as used by the actuary for the purpose of an actuarial valuation. The purpose of an Actuarial Value of Assets is to smooth out fluctuations in market values.

APPENDIX D – GLOSSARY

8. Actuarially Equivalent

Of equal actuarial present value, determined as of a given date, with each value based on the same set of actuarial assumptions.

9. Amortization Payment

The portion of the pension plan contribution, which is designed to pay interest and principal on the Unfunded Actuarial Liability in order to pay for that liability in a given number of years.

10. Entry Age Normal Actuarial Cost Method

A method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings of the individual between entry age and assumed exit ages.

11. Funded Ratio

The ratio of the Actuarial Value of Assets to the Actuarial Liability.

12. Normal Cost

That portion of the actuarial present value of pension plan benefits and expenses that is allocated to a valuation year by the actuarial cost method.

13. Projected Benefits

Those pension plan benefit amounts which are expected to be paid in the future under a particular set of actuarial assumptions, taking into account such items as increases in future compensation and service credits.

14. Unfunded Actuarial Liability

The excess of the Actuarial Liability over the Actuarial Value of Assets. The Unfunded Actuarial Liability is not appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling StanCERA's benefit obligation in the event of a plan termination or other similar action. However, it is an appropriate measure for assessing the need for or the amount of future contributions.

APPENDIX E – MEMBER CONTRIBUTION RATES

Employee Normal contribution rates vary by benefit formula as defined in the CERL and described in the table below, with the exception that City of Ceres members in Tiers 1 and 4 pay the Tier 2 and 5 rates ("Full" rates), rather than the rates for their respective Tiers ("Half" rates).

Plan/Tier	Code Section	Member Contribution Provides Average Annuity
General Tier 1	31621.5	1/200th of Final Average Salary (FAS) at age 60
General Tier 2	31621	1/120th of Final Average Salary (FAS) at age 60
General Tier 3	NA	NA
General Tier 4	31621.3	1/240th of Final Average Salary (FAS) at age 55
General Tier 5	31621.9	1/120th of Final Average Salary (FAS) at age 55
Safety Tier 2	31639.25	1/100th of Final Average Salary (FAS) at age 50
Safety Tier 4	31639.5	1/200th of Final Average Salary (FAS) at age 50
Safety Tier 5	31639.25	1/100th of Final Average Salary (FAS) at age 50

Employee COLA contribution rates are determined based on 50% of the normal cost associated with the expected COLA benefits, including all forms of decrement and the value of any assumed joint and survivor benefits, determined for each individual entry age. Similar to the benefit formulas, for those members integrated with Social Security (other than Tiers 3 and 6), contributions based on the first $350 of monthly compensation are reduced by one-third.

The rates were changed following the Experience Study covering the period June 30, 2018 through June 30, 2021. The current employee contribution rates are shown in the following tables and were determined based on the assumptions used in the current actuarial valuation. These assumptions include an interest rate of 6.75% per annum, an average salary increase of 2.75% per year (plus longevity and promotion increases), and the CalPERS mortality tables with adjustment as specified in the Appendix B and projected using 80% of Scale MP-2020 from 2017 to 2042 for General members and to 2043 for Safety members. The projection periods are based upon the duration of liabilities for the respective groups as of June 30, 2021. The rates are blended using a male/female weighting of 25% male / 75% female for General members, and 80% male / 20% female for Safety members.

Basic and COLA rates were determined based on an assumption that members would cease making contributions after 30 years of service. Basic and COLA rates include the value of the accumulated vacation time load, except that the load is not applied when calculating the Basic rates for members with less than three years of service.

Employee contribution rates for Tier 6 (PEPRA) members are determined based on half the Normal Cost (including COLA) for the PEPRA members, computed separately for General and Safety members, and for County and Ceres / Other District members. Due to the passage of SB13, contribution rates for PEPRA members are not rounded, and are recomputed each year.

The member contribution rates shown in this appendix apply only to pensionable compensation (up to the PEPRA Compensation Limits for PEPRA members).

APPENDIX E – MEMBER CONTRIBUTION RATES

General Tier 1								
Entry Age	Basic First $350	Basic Over $350	COL First $350	COL Over $350	Total First $350	Total Over $350	Prior Total First $350	Prior Total Over $350
16	2.39%	3.59%	1.00%	1.50%	3.39%	5.09%	3.46%	5.19%
17	2.39%	3.59%	1.00%	1.50%	3.39%	5.09%	3.46%	5.19%
18	2.39%	3.59%	1.00%	1.50%	3.39%	5.09%	3.46%	5.19%
19	2.39%	3.59%	1.00%	1.50%	3.39%	5.09%	3.46%	5.19%
20	2.39%	3.59%	1.00%	1.50%	3.39%	5.09%	3.46%	5.19%
21	2.41%	3.62%	1.03%	1.54%	3.44%	5.16%	3.51%	5.26%
22	2.43%	3.65%	1.05%	1.58%	3.48%	5.23%	3.55%	5.33%
23	2.45%	3.67%	1.09%	1.63%	3.53%	5.30%	3.59%	5.39%
24	2.46%	3.69%	1.11%	1.67%	3.57%	5.36%	3.64%	5.46%
25	2.47%	3.71%	1.15%	1.72%	3.62%	5.43%	3.68%	5.52%
26	2.48%	3.73%	1.18%	1.77%	3.66%	5.50%	3.71%	5.57%
27	2.49%	3.74%	1.21%	1.82%	3.71%	5.56%	3.76%	5.63%
28	2.50%	3.75%	1.24%	1.86%	3.74%	5.61%	3.79%	5.68%
29	2.50%	3.75%	1.27%	1.91%	3.78%	5.66%	3.82%	5.73%
30	2.50%	3.76%	1.31%	1.96%	3.81%	5.72%	3.85%	5.77%
31	2.56%	3.83%	1.33%	2.00%	3.89%	5.83%	3.92%	5.88%
32	2.61%	3.91%	1.36%	2.04%	3.97%	5.95%	4.01%	6.01%
33	2.66%	3.99%	1.39%	2.08%	4.05%	6.07%	4.08%	6.13%
34	2.72%	4.07%	1.41%	2.12%	4.13%	6.19%	4.17%	6.25%
35	2.77%	4.16%	1.45%	2.17%	4.22%	6.33%	4.26%	6.39%
36	2.83%	4.24%	1.49%	2.24%	4.32%	6.48%	4.36%	6.54%
37	2.89%	4.33%	1.54%	2.31%	4.43%	6.64%	4.46%	6.69%
38	2.95%	4.42%	1.58%	2.37%	4.53%	6.79%	4.56%	6.84%
39	3.01%	4.52%	1.63%	2.44%	4.64%	6.96%	4.66%	7.00%
40	3.07%	4.61%	1.67%	2.51%	4.75%	7.12%	4.77%	7.15%
41	3.14%	4.71%	1.70%	2.55%	4.84%	7.26%	4.86%	7.29%
42	3.21%	4.81%	1.73%	2.60%	4.94%	7.41%	4.96%	7.44%
43	3.28%	4.92%	1.76%	2.64%	5.04%	7.56%	5.06%	7.59%
44	3.35%	5.03%	1.79%	2.68%	5.14%	7.71%	5.16%	7.73%
45	3.43%	5.14%	1.81%	2.72%	5.24%	7.86%	5.26%	7.88%
46	3.51%	5.26%	1.83%	2.75%	5.34%	8.01%	5.37%	8.05%
47	3.59%	5.38%	1.85%	2.78%	5.44%	8.16%	5.47%	8.20%
48	3.68%	5.52%	1.88%	2.82%	5.56%	8.34%	5.58%	8.37%
49	3.77%	5.65%	1.90%	2.85%	5.67%	8.50%	5.68%	8.51%
50	3.85%	5.78%	1.91%	2.86%	5.76%	8.64%	5.77%	8.66%
51	3.94%	5.90%	1.91%	2.86%	5.84%	8.76%	5.85%	8.78%
52	4.02%	6.03%	1.90%	2.85%	5.92%	8.88%	5.91%	8.86%
53	4.08%	6.12%	1.87%	2.80%	5.95%	8.92%	5.91%	8.86%
54	4.11%	6.16%	1.84%	2.76%	5.95%	8.92%	5.90%	8.85%
55	4.09%	6.13%	1.81%	2.71%	5.89%	8.84%	5.84%	8.76%
56	4.06%	6.10%	1.71%	2.57%	5.78%	8.67%	5.74%	8.61%
57	4.04%	6.07%	1.61%	2.42%	5.66%	8.49%	5.59%	8.39%
58	3.91%	5.86%	1.50%	2.25%	5.41%	8.11%	5.49%	8.24%
59+	3.88%	5.83%	1.44%	2.16%	5.32%	7.99%	5.45%	8.17%

APPENDIX E – MEMBER CONTRIBUTION RATES

General Tier 2								
Entry Age	Basic First $350	Basic Over $350	COL First $350	COL Over $350	Total First $350	Total Over $350	Prior Total First $350	Prior Total Over $350
16	3.79%	5.69%	0.81%	1.22%	4.60%	6.91%	4.63%	6.95%
17	3.79%	5.69%	0.81%	1.22%	4.60%	6.91%	4.63%	6.95%
18	3.79%	5.69%	0.81%	1.22%	4.60%	6.91%	4.63%	6.95%
19	3.79%	5.69%	0.81%	1.22%	4.60%	6.91%	4.63%	6.95%
20	3.79%	5.69%	0.81%	1.22%	4.60%	6.91%	4.63%	6.95%
21	3.82%	5.73%	0.83%	1.25%	4.65%	6.98%	4.68%	7.02%
22	3.85%	5.77%	0.85%	1.28%	4.70%	7.05%	4.73%	7.09%
23	3.87%	5.81%	0.87%	1.31%	4.75%	7.12%	4.77%	7.16%
24	3.90%	5.85%	0.89%	1.34%	4.79%	7.19%	4.81%	7.22%
25	3.92%	5.88%	0.92%	1.38%	4.84%	7.26%	4.85%	7.28%
26	3.93%	5.90%	0.95%	1.42%	4.88%	7.32%	4.89%	7.34%
27	3.95%	5.92%	0.97%	1.46%	4.92%	7.38%	4.93%	7.39%
28	3.96%	5.93%	0.99%	1.49%	4.95%	7.42%	4.96%	7.44%
29	3.96%	5.94%	1.02%	1.53%	4.98%	7.47%	4.99%	7.48%
30	3.96%	5.95%	1.05%	1.57%	5.01%	7.52%	5.02%	7.52%
31	4.05%	6.07%	1.07%	1.61%	5.12%	7.68%	5.12%	7.68%
32	4.13%	6.19%	1.10%	1.65%	5.23%	7.84%	5.23%	7.84%
33	4.21%	6.32%	1.12%	1.68%	5.33%	8.00%	5.34%	8.01%
34	4.30%	6.45%	1.15%	1.72%	5.45%	8.17%	5.45%	8.18%
35	4.39%	6.58%	1.17%	1.76%	5.56%	8.34%	5.57%	8.35%
36	4.48%	6.72%	1.21%	1.82%	5.69%	8.54%	5.69%	8.53%
37	4.57%	6.86%	1.25%	1.87%	5.82%	8.73%	5.82%	8.73%
38	4.67%	7.00%	1.29%	1.93%	5.96%	8.93%	5.94%	8.92%
39	4.77%	7.15%	1.33%	1.99%	6.09%	9.14%	6.07%	9.11%
40	4.87%	7.30%	1.36%	2.04%	6.23%	9.34%	6.21%	9.32%
41	4.97%	7.46%	1.39%	2.08%	6.36%	9.54%	6.33%	9.50%
42	5.08%	7.62%	1.41%	2.11%	6.48%	9.73%	6.46%	9.69%
43	5.19%	7.78%	1.43%	2.14%	6.62%	9.92%	6.59%	9.89%
44	5.30%	7.96%	1.45%	2.17%	6.75%	10.13%	6.73%	10.09%
45	5.42%	8.14%	1.47%	2.20%	6.89%	10.34%	6.87%	10.30%
46	5.55%	8.33%	1.49%	2.24%	7.04%	10.57%	7.01%	10.52%
47	5.68%	8.52%	1.51%	2.27%	7.19%	10.79%	7.16%	10.73%
48	5.81%	8.71%	1.53%	2.30%	7.34%	11.01%	7.31%	10.96%
49	5.93%	8.90%	1.55%	2.33%	7.48%	11.23%	7.45%	11.17%
50	6.05%	9.08%	1.57%	2.35%	7.62%	11.43%	7.58%	11.36%
51	6.15%	9.23%	1.58%	2.37%	7.73%	11.60%	7.69%	11.53%
52	6.23%	9.34%	1.59%	2.38%	7.81%	11.72%	7.77%	11.65%
53	6.25%	9.37%	1.59%	2.38%	7.83%	11.75%	7.78%	11.67%
54	6.23%	9.35%	1.57%	2.36%	7.81%	11.71%	7.75%	11.63%
55	6.20%	9.30%	1.55%	2.33%	7.76%	11.63%	7.69%	11.53%
56	6.17%	9.25%	1.48%	2.22%	7.65%	11.47%	7.60%	11.39%
57	6.14%	9.21%	1.40%	2.10%	7.54%	11.31%	7.46%	11.19%
58	6.27%	9.41%	1.31%	1.96%	7.58%	11.37%	7.60%	11.40%
59+	6.47%	9.71%	1.25%	1.88%	7.73%	11.59%	7.78%	11.67%

Attachment: Actuarial Report (FY 2025 Retirement Rates)

APPENDIX E – MEMBER CONTRIBUTION RATES

General Tier 4								
Entry Age	Basic First $350	Basic Over $350	COL First $350	COL Over $350	Total First $350	Total Over $350	Prior Total First $350	Prior Total Over $350
16	2.19%	3.28%	1.06%	1.59%	3.25%	4.87%	3.32%	4.98%
17	2.19%	3.28%	1.06%	1.59%	3.25%	4.87%	3.32%	4.98%
18	2.19%	3.28%	1.06%	1.59%	3.25%	4.87%	3.32%	4.98%
19	2.19%	3.28%	1.06%	1.59%	3.25%	4.87%	3.32%	4.98%
20	2.19%	3.28%	1.06%	1.59%	3.25%	4.87%	3.32%	4.98%
21	2.20%	3.30%	1.09%	1.63%	3.28%	4.93%	3.36%	5.05%
22	2.21%	3.31%	1.11%	1.67%	3.32%	4.98%	3.40%	5.10%
23	2.21%	3.32%	1.15%	1.72%	3.36%	5.04%	3.43%	5.14%
24	2.21%	3.32%	1.17%	1.76%	3.39%	5.08%	3.46%	5.19%
25	2.21%	3.32%	1.21%	1.81%	3.42%	5.13%	3.49%	5.24%
26	2.26%	3.39%	1.24%	1.86%	3.50%	5.25%	3.56%	5.34%
27	2.31%	3.46%	1.27%	1.91%	3.58%	5.37%	3.63%	5.44%
28	2.35%	3.53%	1.30%	1.95%	3.65%	5.48%	3.70%	5.55%
29	2.40%	3.60%	1.33%	1.99%	3.73%	5.59%	3.77%	5.66%
30	2.45%	3.68%	1.36%	2.04%	3.81%	5.72%	3.85%	5.77%
31	2.50%	3.75%	1.39%	2.09%	3.90%	5.84%	3.92%	5.88%
32	2.56%	3.83%	1.41%	2.12%	3.97%	5.95%	4.00%	6.00%
33	2.61%	3.91%	1.44%	2.16%	4.05%	6.07%	4.08%	6.12%
34	2.66%	3.99%	1.47%	2.21%	4.14%	6.20%	4.17%	6.26%
35	2.72%	4.08%	1.50%	2.25%	4.22%	6.33%	4.27%	6.40%
36	2.78%	4.17%	1.55%	2.33%	4.33%	6.50%	4.36%	6.54%
37	2.84%	4.26%	1.60%	2.40%	4.44%	6.66%	4.46%	6.70%
38	2.90%	4.35%	1.65%	2.47%	4.55%	6.82%	4.56%	6.84%
39	2.96%	4.45%	1.69%	2.54%	4.66%	6.99%	4.67%	7.01%
40	3.03%	4.55%	1.73%	2.60%	4.76%	7.15%	4.78%	7.17%
41	3.10%	4.65%	1.76%	2.64%	4.86%	7.29%	4.88%	7.31%
42	3.18%	4.76%	1.79%	2.68%	4.96%	7.44%	4.97%	7.46%
43	3.25%	4.88%	1.81%	2.72%	5.07%	7.60%	5.08%	7.62%
44	3.33%	5.00%	1.83%	2.75%	5.17%	7.75%	5.17%	7.76%
45	3.41%	5.11%	1.86%	2.79%	5.27%	7.90%	5.27%	7.91%
46	3.48%	5.22%	1.87%	2.81%	5.36%	8.03%	5.36%	8.05%
47	3.56%	5.34%	1.89%	2.84%	5.45%	8.18%	5.46%	8.18%
48	3.61%	5.41%	1.91%	2.86%	5.51%	8.27%	5.52%	8.28%
49	3.63%	5.45%	1.92%	2.88%	5.55%	8.33%	5.55%	8.32%
50	3.61%	5.42%	1.92%	2.88%	5.53%	8.30%	5.53%	8.29%
51	3.60%	5.39%	1.91%	2.87%	5.51%	8.26%	5.51%	8.27%
52	3.58%	5.37%	1.91%	2.86%	5.48%	8.23%	5.46%	8.19%
53	3.45%	5.18%	1.87%	2.81%	5.33%	7.99%	5.36%	8.03%
54+	3.44%	5.15%	1.84%	2.76%	5.28%	7.91%	5.30%	7.96%

Attachment: Actuarial Report (FY 2025 Retirement Rates)

APPENDIX E – MEMBER CONTRIBUTION RATES

General Tier 5								
Entry Age	Basic First $350	Basic Over $350	COL First $350	COL Over $350	Total First $350	Total Over $350	Prior Total First $350	Prior Total Over $350
16	4.38%	6.57%	1.06%	1.59%	5.44%	8.16%	5.41%	8.11%
17	4.38%	6.57%	1.06%	1.59%	5.44%	8.16%	5.41%	8.11%
18	4.38%	6.57%	1.06%	1.59%	5.44%	8.16%	5.41%	8.11%
19	4.38%	6.57%	1.06%	1.59%	5.44%	8.16%	5.41%	8.11%
20	4.38%	6.57%	1.06%	1.59%	5.44%	8.16%	5.41%	8.11%
21	4.40%	6.59%	1.09%	1.63%	5.48%	8.22%	5.46%	8.19%
22	4.41%	6.62%	1.11%	1.67%	5.52%	8.29%	5.50%	8.25%
23	4.42%	6.63%	1.15%	1.72%	5.57%	8.35%	5.54%	8.31%
24	4.43%	6.64%	1.17%	1.76%	5.60%	8.40%	5.57%	8.35%
25	4.43%	6.64%	1.21%	1.81%	5.64%	8.45%	5.60%	8.41%
26	4.52%	6.78%	1.24%	1.86%	5.76%	8.64%	5.72%	8.58%
27	4.61%	6.92%	1.27%	1.91%	5.89%	8.83%	5.83%	8.74%
28	4.71%	7.06%	1.30%	1.95%	6.01%	9.01%	5.94%	8.92%
29	4.81%	7.21%	1.33%	1.99%	6.13%	9.20%	6.06%	9.09%
30	4.90%	7.36%	1.36%	2.04%	6.26%	9.40%	6.18%	9.28%
31	5.01%	7.51%	1.39%	2.09%	6.40%	9.60%	6.31%	9.46%
32	5.11%	7.67%	1.41%	2.12%	6.52%	9.79%	6.44%	9.66%
33	5.22%	7.83%	1.44%	2.16%	6.66%	9.99%	6.57%	9.85%
34	5.33%	7.99%	1.47%	2.21%	6.80%	10.20%	6.71%	10.07%
35	5.44%	8.16%	1.50%	2.25%	6.94%	10.41%	6.86%	10.29%
36	5.55%	8.33%	1.55%	2.33%	7.11%	10.66%	7.01%	10.51%
37	5.67%	8.51%	1.60%	2.40%	7.27%	10.91%	7.17%	10.75%
38	5.80%	8.70%	1.65%	2.47%	7.44%	11.17%	7.33%	10.99%
39	5.93%	8.89%	1.69%	2.54%	7.62%	11.43%	7.50%	11.24%
40	6.06%	9.09%	1.73%	2.60%	7.79%	11.69%	7.67%	11.50%
41	6.20%	9.30%	1.76%	2.64%	7.96%	11.94%	7.83%	11.75%
42	6.35%	9.53%	1.79%	2.68%	8.14%	12.21%	8.00%	12.00%
43	6.51%	9.76%	1.81%	2.72%	8.32%	12.48%	8.18%	12.27%
44	6.66%	10.00%	1.83%	2.75%	8.50%	12.75%	8.35%	12.52%
45	6.82%	10.22%	1.86%	2.79%	8.68%	13.01%	8.52%	12.78%
46	6.96%	10.45%	1.87%	2.81%	8.84%	13.26%	8.68%	13.02%
47	7.11%	10.67%	1.89%	2.84%	9.01%	13.51%	8.84%	13.27%
48	7.22%	10.82%	1.91%	2.86%	9.12%	13.68%	8.95%	13.43%
49	7.27%	10.90%	1.92%	2.88%	9.19%	13.78%	9.01%	13.51%
50	7.23%	10.84%	1.92%	2.88%	9.15%	13.72%	8.97%	13.46%
51	7.19%	10.79%	1.91%	2.87%	9.10%	13.66%	8.94%	13.40%
52	7.15%	10.73%	1.91%	2.86%	9.06%	13.59%	8.87%	13.30%
53	6.91%	10.36%	1.87%	2.81%	8.78%	13.17%	8.71%	13.07%
54+	6.87%	10.31%	1.84%	2.76%	8.71%	13.07%	8.64%	12.96%

APPENDIX E – MEMBER CONTRIBUTION RATES

Safety Tier 2								
Entry Age	Basic First $350	Basic Over $350	COL First $350	COL Over $350	Total First $350	Total Over $350	Prior Total First $350	Prior Total Over $350
18	5.55%	8.32%	2.05%	3.08%	7.60%	11.40%	6.65%	9.98%
19	5.55%	8.32%	2.05%	3.08%	7.60%	11.40%	6.65%	9.98%
20	5.55%	8.32%	2.05%	3.08%	7.60%	11.40%	6.65%	9.98%
21	5.64%	8.46%	2.12%	3.18%	7.76%	11.64%	6.83%	10.24%
22	5.74%	8.61%	2.15%	3.23%	7.89%	11.84%	6.98%	10.47%
23	5.83%	8.75%	2.19%	3.29%	8.03%	12.04%	7.14%	10.70%
24	5.93%	8.90%	2.23%	3.34%	8.16%	12.24%	7.30%	10.94%
25	6.03%	9.05%	2.25%	3.38%	8.29%	12.43%	7.46%	11.19%
26	6.14%	9.21%	2.28%	3.42%	8.42%	12.63%	7.62%	11.42%
27	6.24%	9.36%	2.30%	3.45%	8.54%	12.81%	7.78%	11.67%
28	6.35%	9.52%	2.32%	3.48%	8.67%	13.00%	7.96%	11.94%
29	6.46%	9.68%	2.33%	3.50%	8.79%	13.18%	8.13%	12.20%
30	6.57%	9.85%	2.37%	3.56%	8.94%	13.41%	8.31%	12.46%
31	6.68%	10.02%	2.41%	3.62%	9.09%	13.64%	8.50%	12.75%
32	6.80%	10.20%	2.46%	3.69%	9.26%	13.89%	8.69%	13.03%
33	6.92%	10.38%	2.50%	3.75%	9.42%	14.13%	8.88%	13.32%
34	7.04%	10.56%	2.53%	3.80%	9.58%	14.36%	9.07%	13.61%
35	7.17%	10.75%	2.55%	3.82%	9.72%	14.57%	9.27%	13.91%
36	7.30%	10.95%	2.56%	3.84%	9.86%	14.79%	9.46%	14.19%
37	7.44%	11.16%	2.56%	3.84%	10.00%	15.00%	9.64%	14.47%
38	7.58%	11.37%	2.55%	3.83%	10.13%	15.20%	9.84%	14.76%
39	7.72%	11.58%	2.55%	3.83%	10.27%	15.41%	10.03%	15.04%
40	7.85%	11.78%	2.55%	3.83%	10.40%	15.61%	10.21%	15.32%
41	7.98%	11.98%	2.53%	3.79%	10.51%	15.77%	10.34%	15.52%
42	8.12%	12.17%	2.51%	3.77%	10.63%	15.94%	10.46%	15.69%
43	8.19%	12.29%	2.50%	3.75%	10.69%	16.04%	10.55%	15.83%
44	8.21%	12.32%	2.49%	3.74%	10.71%	16.06%	10.61%	15.91%
45	8.19%	12.28%	2.49%	3.74%	10.68%	16.02%	10.61%	15.91%
46	8.15%	12.22%	2.51%	3.77%	10.66%	15.99%	10.58%	15.86%
47	8.11%	12.16%	2.53%	3.79%	10.63%	15.95%	10.49%	15.73%
48	8.28%	12.42%	2.55%	3.82%	10.83%	16.24%	10.70%	16.06%
49+	8.55%	12.83%	2.56%	3.84%	11.11%	16.67%	10.97%	16.45%

APPENDIX E – MEMBER CONTRIBUTION RATES

Safety Tier 5								
Entry Age	Basic First $350	Basic Over $350	COL First $350	COL Over $350	Total First $350	Total Over $350	Prior Total First $350	Prior Total Over $350
18	5.87%	8.80%	2.97%	4.46%	8.84%	13.26%	7.54%	11.31%
19	5.87%	8.80%	2.97%	4.46%	8.84%	13.26%	7.54%	11.31%
20	5.87%	8.80%	2.97%	4.46%	8.84%	13.26%	7.54%	11.31%
21	5.97%	8.95%	3.07%	4.60%	9.04%	13.55%	7.74%	11.61%
22	6.07%	9.10%	3.11%	4.67%	9.18%	13.77%	7.91%	11.87%
23	6.17%	9.26%	3.16%	4.74%	9.33%	14.00%	8.08%	12.12%
24	6.28%	9.42%	3.20%	4.80%	9.48%	14.22%	8.25%	12.38%
25	6.38%	9.58%	3.23%	4.84%	9.61%	14.42%	8.43%	12.64%
26	6.49%	9.74%	3.25%	4.88%	9.75%	14.62%	8.60%	12.91%
27	6.60%	9.90%	3.27%	4.91%	9.88%	14.81%	8.78%	13.17%
28	6.71%	10.07%	3.29%	4.93%	10.00%	15.00%	8.97%	13.45%
29	6.83%	10.24%	3.29%	4.93%	10.12%	15.17%	9.14%	13.71%
30	6.95%	10.42%	3.29%	4.93%	10.23%	15.35%	9.29%	13.94%
31	7.07%	10.60%	3.29%	4.94%	10.36%	15.54%	9.44%	14.15%
32	7.19%	10.79%	3.31%	4.96%	10.50%	15.75%	9.62%	14.44%
33	7.32%	10.98%	3.31%	4.97%	10.63%	15.95%	9.82%	14.73%
34	7.45%	11.17%	3.33%	4.99%	10.78%	16.16%	10.02%	15.02%
35	7.58%	11.38%	3.34%	5.01%	10.92%	16.39%	10.22%	15.34%
36	7.73%	11.59%	3.25%	4.87%	10.97%	16.46%	10.42%	15.63%
37	7.87%	11.81%	3.24%	4.86%	11.11%	16.67%	10.63%	15.95%
38	8.03%	12.04%	3.23%	4.84%	11.25%	16.88%	10.86%	16.29%
39	8.19%	12.29%	3.21%	4.81%	11.40%	17.10%	11.08%	16.62%
40	8.35%	12.52%	3.19%	4.78%	11.53%	17.30%	11.30%	16.95%
41	8.49%	12.74%	3.14%	4.71%	11.63%	17.45%	11.41%	17.11%
42	8.65%	12.98%	3.10%	4.65%	11.75%	17.63%	11.51%	17.27%
43	8.81%	13.22%	3.07%	4.61%	11.89%	17.83%	11.62%	17.43%
44	8.98%	13.47%	3.05%	4.57%	12.03%	18.04%	11.74%	17.61%
45	8.96%	13.44%	3.03%	4.54%	11.99%	17.98%	11.80%	17.71%
46	8.95%	13.42%	3.03%	4.55%	11.98%	17.97%	11.83%	17.75%
47	8.90%	13.35%	3.04%	4.56%	11.94%	17.91%	11.81%	17.72%
48	8.60%	12.90%	3.05%	4.57%	11.64%	17.47%	11.60%	17.40%
49+	8.55%	12.83%	3.05%	4.58%	11.60%	17.41%	11.48%	17.21%

APPENDIX E – MEMBER CONTRIBUTION RATES

PEPRA Rates				
	General		Safety	
	County and Former County	Ceres and Other Districts	County and Former County	Ceres and Other Districts
Current	8.53%	9.31%	13.30%	14.73%
Prior	8.45%	9.14%	13.15%	14.77%

Assumptions:

Interest: 6.75%

Salary: 2021 Valuation Scale (Service based, includes wage inflation at 2.75%)

Mortality: Because the PEPRA contributions rates are based on 50% of the actual Normal Cost, the mortality rates are the same as those used in the Actuarial Valuation (CalPERS mortality tables with adjustments based on StanCERA experience projected generationally from 2017 using 80% of Scale MP-2020)

Classic Values, Innovative Advice

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Information Technology Central BOARD AGENDA:6.B.7
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval of an Agreement with Oracle America, Inc., for the Licensing of the PeopleSoft Application as the County's Human Resources Management System for the Period of July 1, 2024 Through June 30, 2025

STAFF RECOMMENDATION:

1. Approve the agreement with Oracle America, Inc., for the licensing of the PeopleSoft application as the County's Human Resources Management system in the amount of $364,678 for the term of July 1, 2024, through June 30, 2025, and authorize the General Services Agency Director/Purchasing Agent, or designee, to sign and execute the agreement.

2. Authorize the General Services Agency Director/Purchasing Agent, or designee, to sign amendments for additional services and payments, budget permitting and consistent with the County Purchasing Policy, throughout the term of the agreement.

DISCUSSION:

On August 12, 1997 (Board Resolution 97-640), the Stanislaus County Board of Supervisors (Board) approved the Dove Project to implement the Oracle Financial Management System (FMS) and contract with Solbourne (Consultant) and Oracle Corporation for software licenses and technical support services in the amount of $3,177,179. On September 23, 1997 (Board Resolution 97-739), the Board approved a contract with PeopleSoft Inc., for software license and technical support services in the amount of $644,030 for the County's Human Resources Management System (HRMS). The HRMS includes the County's Time and Labor, Benefits Administration, Human Resources, and Payroll applications.

Since 1997, Stanislaus County has contracted directly with Oracle America Inc., for software license and technical support services. In September 2013, Oracle America Inc., deemed that the 1997 PeopleSoft and Oracle license and technical support service agreements were no longer valid. Subsequently, on February 25, 2014 (Board Resolution 2014-71), the Board approved entering into the Oracle Public Sector Technical Support Services Agreement, enabling the County to purchase technical support services directly from Oracle America Inc., for the period of March 12, 2014, through March 11, 2017. While the Technical Support Services Agreement does not contain any pricing, it serves as the umbrella agreement that defines the terms for the technical support services to be delivered for the separate application and database renewal contracts. On January 3, 2018, Stanislaus County renewed the Oracle America Public Sector Technical Support Services Agreement, allowing the County to continue to purchase technical support services directly from Oracle America Inc., through January 2, 2023. On January 3, 2023, Stanislaus County agreed to amendments in the Oracle Public Sector Technical Support Services Agreement, extending the County's ability to purchase technical support services directly from Oracle America Inc., until January 3, 2026.

This board item is seeking approval of the agreement to license the PeopleSoft HRMS application, at the cost of $364,678 for the term of July 1, 2024, through June 30, 2025. This represents an approximate 8% increase from the previous year, where the County paid $337,665 for the same services.

For transparency purposes, we identify that the County has the following related application and database technical support service agreements with Oracle America Inc., for a total of $66,826 for Fiscal Year 2024.

FY 2024 Related Oracle PeopleSoft Cost	
Description of Separate Renewal Agreements	**Total**
Oracle Enterprise Database license	$22,875
Oracle Unbreakable LINUX licenses for servers	$6,480
Oracle Micro Focus Visual COBOL LINUX licenses	$10,805
PeopleSoft Enterprise eBenefits application	$16,689
PeopleSoft Enterprise eDevelopment	$9,976
TOTAL	**$66,825**

Absent this agreement, the County will not be able to ensure continuous access to the PeopleSoft HRMS application.

It is recommended to approve the agreement for the licensing of the PeopleSoft application that serves as the County's HRMS that includes the County's Time and Labor, Benefits Administration, Human Resources, and Payroll applications.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2022-00, requires Board of Supervisors' approval for any contract or agreement wherein the total cumulative compensation exceeds $200,000, based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto, where there has been no break in contractual services over six months.

FISCAL IMPACT:

The $364,678 cost for the agreement of the PeopleSoft HRMS application is included in Information Technology Central's 2024 Adopted Budget.

BOARD OF SUPERVISORS' PRIORITY:

Approval of this agreement supports the Board of Supervisors' priority of *Delivering Efficient Public Services* 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 Telephone: (209) 525-6529

CIO/Director, Information Technology Central

ATTACHMENT(S):

1. Oracle PeopleSoft Agreement
2. Levine Act Disclosure

ORACLE

3-Mar-24

Dear Eric McLoughlin

Your technical support services are due for renewal.

Support Service Number: P-97-562-00-000--16

Support Start Date: 1-Jul-24

Amount Due: USD 364,677.80 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 1-Jun-24.

Oracle would like to thank you for your continued business.

Have a question about your renewal? Call 919 523 1628 or email Oracle at theresa.ruggieri@oracle.com.

ORACLE

Technical Support Services Renewal Order

General Information

Customer: STANISLAUS COUNTY

Support Service Number: P-97-562-00-000--16

Offer Expires: 30-Jun-24

Oracle: Oracle America, Inc.

Oracle Contact Information:

Theresa Ruggieri

Call: 919 523 1628
Email: theresa.ruggieri@oracle.com

Online Renewals can be viewed and accepted on My Support Renewals

Customer Quote To	Customer Bill To
Eric McLoughlin	Eric McLoughlin
STANISLAUS COUNTY	STANISLAUS COUNTY
801 11th Street #4100	801 11th Street #4100
MODESTO	MODESTO
CA 95354	CA 95354
United States	United States
209-567-4746	-(209) 525-4357
mcloughline@stancounty.com	mcloughline@stancounty.com

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

Service Details

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Extended Enterprise License - Employee Count Perpetual	14483298	4200	VALUE		1-Jul-24	30-Jun-25	54,878.45
PeopleSoft Enterprise Benefits Admin. For Public Sector - Employee Count Perpetual	14486344	4200	VALUE		1-Jul-24	30-Jun-25	71,079.89
PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual	14486344	420		FULL USE	1-Jul-24	30-Jun-25	1,213.00
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14486344	420		FULL USE	1-Jul-24	30-Jun-25	1,383.52
PeopleSoft Enterprise Human Resources For Public Sector - Employee Count Perpetual	14486344	4200	VALUE		1-Jul-24	30-Jun-25	81,223.25
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	14486344	420		FULL USE	1-Jul-24	30-Jun-25	1,383.52
PeopleSoft Enterprise Payroll For Public Sector - Employee Count Perpetual	14486344	4200	VALUE		1-Jul-24	30-Jun-25	81,223.28
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	14486344	420		FULL USE	1-Jul-24	30-Jun-25	1,213.00
PeopleSoft Enterprise Time And Labor For Public Sector - Employee Count Perpetual	14486344	4200	VALUE		1-Jul-24	30-Jun-25	71,079.89

Program Technical Support Fees: USD 364,677.80

Total Price: USD 364,677.80

Excluding applicable tax

Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

Technical Support Services Terms

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, STANISLAUS COUNTY represents that Customer has authorized STANISLAUS COUNTY to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. STANISLAUS COUNTY agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. STANISLAUS COUNTY agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of STANISLAUS COUNTY to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-1650733 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If STANISLAUS COUNTY is a tax exempt organization and is not an U.S. federal government entity, a copy of STANISLAUS COUNTY's tax exemption certificate must be submitted with STANISLAUS COUNTY's purchase order, credit card, or other acceptable form of payment.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If STANISLAUS COUNTY is a tax exempt organization, a copy of STANISLAUS COUNTY's tax exemption certificate must be submitted with STANISLAUS COUNTY's purchase order, check, credit card or other acceptable form of payment.

Payment Details

Purchase Order
If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: P-97-562-00-000--16
- Total Price: USD 364,677.80 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, STANISLAUS COUNTY agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card
If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD $100,000 or greater or transactions that are not in USD.

PayPal
If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD $100,000 or greater or transactions that are not in USD.

eCheck
If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

Check
If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: P-97-562-00-000--16
- Total Price: USD 364,677.80 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, STANISLAUS COUNTY agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation
If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

____ STANISLAUS COUNTY does not issue purchase orders.
____ STANISLAUS COUNTY does not require a purchase order for the services ordered hereto.

STANISLAUS COUNTY certifies that the information provided above is accurate and complies with STANISLAUS COUNTY's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, STANISLAUS COUNTY agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms STANISLAUS COUNTY's commitment to pay for the services ordered in accordance with the terms of this renewal order.

STANISLAUS COUNTY

____
Authorized Signature

Name: Andrew Johnson

Title: GSA Director / Purchasing Agent

Signature Date: ____________________

Approved as to Content:

By: Eric McLoughlin (Mar 14, 2024 14:35 PDT)

Name: Eric McLoughlin

Title: CIO / Director, ITC

Approved as to Form:

By: Thomas Boze (Mar 13, 2024 14:52 PDT)

Name: Thomas E. Boze

Title: County Counsel

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.

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)](). 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.

I HEREBY CERTIFY ~~UNDER PENALTY OF PERJURY~~ UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF ORACLE'S KNOWLEDGE AS OF THE DATE OF THIS FORM SUBMISSION.

Signature: DocuSigned by: David Sweat C018E58563A84AD...	Date Signed: 26-Sep-2023 | 12:38 PM PDT
Print Name: David Sweat	
Title: VP Support Renewals	
Company: Oracle America, Inc.	

The above signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity. Oracle is not submitting this form in connection with a response to a request for proposal or a formal bid and therefore takes exception to references to being a bidder or proposer or any variation thereof.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office

BOARD AGENDA:6.B.8
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Provide Up to $6,072 of Community Development Funds to Valley Home Community Center, Inc., a 501(c)(3) Nonprofit Corporation, for the Purchase of a Water Tank and Well Pump for the Valley Home Community Park

STAFF RECOMMENDATION:

1. Approval to provide up to $6,072 of Community Development Funds to Valley Home Community Center, Inc., a 501(c)(3) nonprofit corporation, for the purchase of a water tank and well pump for the Valley Home Community Park.

DISCUSSION:

The Stanislaus County Community Development Fund was established by the Board of Supervisors in Fiscal Year 2008 and has funded a variety of one-time projects that demonstrate strong local support and a general public benefit while benefitting the unincorporated area. On September 20, 2022, the Board of Supervisors approved an updated Community Development Fund policy. With this policy, funding requests totaling more than $5,000 per beneficiary, per fiscal year, require approval by the Board of Supervisors.

The community of Valley Home is not served by a county maintained and operated community park. The Valley Home Community Park, located at 13218 Minnesota Avenue, owned and operated by Valley Home Community Center, Inc., fills this void and serves as a gathering place for all community events. Such events include Christmas festivities, parades, fundraisers, and community meetings. The elementary school and community clubs also use this park for various activities. The well pump and water tank used to irrigate the park's grass and trees are failing. If approved, up to $6,072 of Community Development Funds would be contributed to Valley Home Community Center, Inc. to replace the pump and tank. This will ensure Valley Home's only community park is well maintained and can continue to be used as a community gathering place.

POLICY ISSUE:

The Community Development Fund Policy, approved by the Board of Supervisors on September 20, 2022, requires the Board to approve requests totaling more than $5,000 per beneficiary per fiscal year.

FISCAL IMPACT:

District 1 has a current balance of $278,386. If approved, up to $6,072 in District 1 Community Development Fund balance will be used to financially assist Valley Home Community Center, Inc. to replace the well pump and water tank for the Valley Home Community Park, leaving a balance of $272,314 in District 1. The Community Development Fund has a combined balance of $1,507,131.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Enhancing Community Infrastructure* by financially assisting in the replacement of necessary infrastructure used for the maintenance and operations of the Valley Home Community Park.

STAFFING IMPACT:

Staff from the Chief Executive Office oversee the use of Community Development Funds.

CONTACT PERSON:

Tina Rocha, Assistant Executive Officer	(209) 525-6333
Patrick Cavanah, Senior Management Consultant	(209) 525-6333

ATTACHMENT(S):

1. Levine Disclosure Statement

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). 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.

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

Signature:	Date Signed: 5/7/24
Print Name: Amanda Beltrami	
Title: Treasurer	
Company: Valley Home Community Center	

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works — BOARD AGENDA:6.C.1
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES — 4/5 Vote Required: No

SUBJECT:

Approval to Summarily Vacate a Portion of Jennie Avenue in the Town of Keyes as Public Roadway

STAFF RECOMMENDATION:

1. Adopt the attached Resolution summarily vacating a portion of Jennie Avenue in the Town of Keyes.
2. Find, based on the reasons stated in this report, that the portion of Jennie Avenue described herein, is not required for street or highway purposes.
3. Find that there are no existing in-place public utilities and easements will be abandoned.
4. Direct the Department of Public Works to record the Resolution with the County Clerk-Recorder.

DISCUSSION:

In accordance with Section 8334(a) of the Streets and Highways Code, the legislative body of the local agency may summarily vacate an excess right-of-way of a street or highway not required for street or highway purposes.

The Keyes Community Service District (CSD) is the sole owner of the property adjoining the portion of Jennie Avenue proposed for abandonment. The adjoining property is the current location of the office and maintenance building of the Keyes CSD. This action is part of a planned expansion of the Keyes CSD facility.

The Department of Public Works has determined that the portion of Jennie Avenue proposed for abandonment is not needed for public use and is considered excess right-of-way (see Attachment 1 – Resolution, Exhibit B - Maps). Public Utility Easements will be abandoned over the entire right-of-way, as no in-place utilities exist.

POLICY ISSUE:

Street and Highway Codes 8334(a) and 8355(a) provide the Board of Supervisors the authority to summarily vacate excess right-of-way not required for street or highway purposes upon adopting a resolution pursuant to Government Code Section 8335(a).

FISCAL IMPACT:

There is no fiscal impact associated with this item. The abandonment of right-of-way and release of underlying interest to the adjacent landowner shall terminate the County's interest in the public right-of-way.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by removing any excess right-of-way that is not needed for road purposes.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. Resolution

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

Date: May 21, 2024

THE FOLLOWING RESOLUTION WAS ADOPTED:

APPROVAL TO SUMMARILY VACATE A PORTION OF JENNIE AVENUE IN THE TOWN OF KEYES AS PUBLIC ROADWAY

BE IT RESOLVED, that the Board of Supervisors, of the County of Stanislaus, State of California, hereby finds and determines as follows:

1. FINDS, the vacation of the excess road right-of-way described herein below is made under Chapter 4, part 3, of Division 9 of the California Street and Highway Code (Sections 8330 through 8336).

2. FINDS, the excess road right-of-way to be vacated is a portion of Jennie Avenue, and is more particularly described in Exhibit A attached hereto and shown on the precise map attached hereto as Exhibit B.

3. FINDS, the excess street right-of-way to be vacated hereby is not required for street or highway purposes.

4. NOW, THEREFORE, BE IT RESOLVED that from and after the date this resolution is recorded by the County, the vacated excess road right-of-way herein described in Exhibit A attached hereto and shown on the precise map attached hereto as Exhibit B no longer constitutes a street or highway.

A certified copy of this Resolution shall be provided to the Department of Public Works for recordation.

Add a Blank Page

Exhibit "A"
Legal Description
Abandonment of Right-of-Way – Jennie Avenue

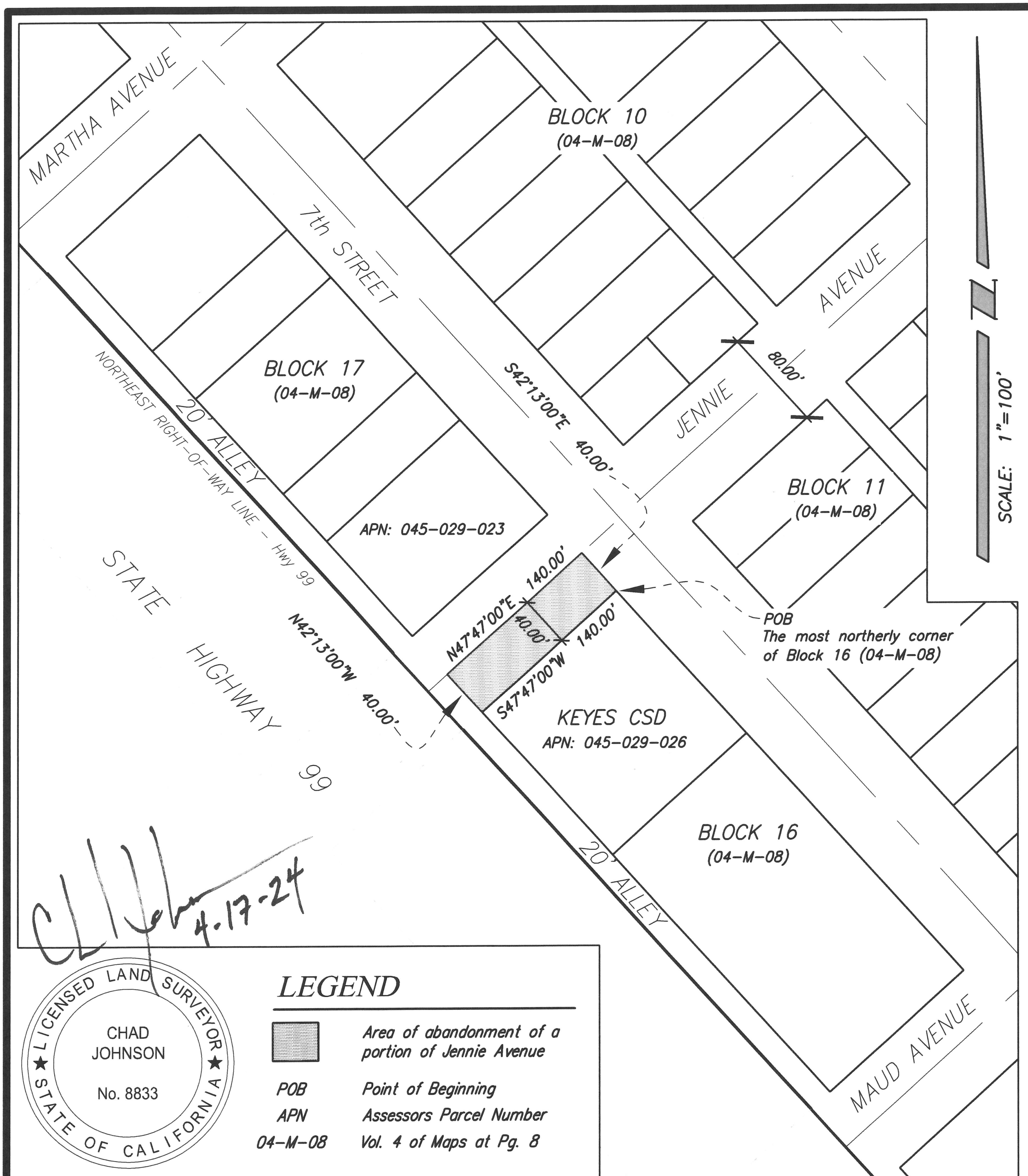
A strip of land, 40 feet in width being a portion of Jennie Avenue as shown on the Map of the Town of Keyes filed for record on November 11, 1908 in Book 4 of Maps at Page 8, Stanislaus County Records, said strip of land being situate in the southeast quarter of the southwest quarter of Section 30, Township 4 South, Range 10 East, Mount Diablo Meridian, County of Stanislaus, State of California, and being more particularly described as follows:

Beginning at the most northerly corner of Block 16 of said Map of the Town of Keyes and also as shown on the Reversion to Acreage Map filed for record on May 13, 1981, in Book 29 of Maps at Page 89, Stanislaus County Records; thence South 47°47' West along the northwesterly line of said Block 16, a distance of 140.00 feet, to the northeasterly line of the 20.00 foot alley as shown on said Reversion to Acreage Map; thence North 42°13' West along the northwesterly projection of northeasterly line of said alley, a distance of 40.00 feet, to the centerline of said Jennie Avenue, said centerline being 40.00 feet offset and parallel with the northwesterly line of said Block 16; thence North 47°47' East along said centerline of Jennie Avenue, a distance of 140.00 feet, to a point on the northwesterly projection of the northeasterly line of said Block 16; thence South 42°13' East along said projected line, a distance of 40.00 feet, to the point of beginning.

End Description

LICENSED LAND SURVEYOR
CHAD JOHNSON
No. 8833
STATE OF CALIFORNIA

4-17-24



Stanislaus County
Striving to be the best

EXHIBIT "B"

RIGHT-OF-WAY ABANDONMENT
of a portion of Jennie Ave. in the Town of Keyes

DR. BY:	C. JOHNSON
PROJECT:	1202-016275
DATE:	04-05-24
SHEET NO:	1 OF 1

Attachment: Resolution (Road Abandonment - Keyes CSD - Jennie Ave)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:6.C.2
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Acceptance of an Update on Stanislaus County's Investment of American Rescue Plan Act Funding to Community Infrastructure in County Island Communities

STAFF RECOMMENDATION:

1. Accept an update on Stanislaus County's $55.8 million investment of American Rescue Plan Act (ARPA) funding to community infrastructure in County Island Communities.

DISCUSSION:

Background

For the last several years, Stanislaus County has been working to address infrastructure needs within unincorporated developed neighborhoods of the County. In August 2011, the Stanislaus County Board of Supervisors (Board) took several actions intended to guide infrastructure improvements and support the annexation of unincorporated pocket areas to incorporated cities. For residential neighborhood infrastructure projects utilizing Redevelopment and Community Development Grant Funds, the Board action placed priority on the installation of sewer mainlines and potable water systems.

Storm drainage would be considered a second priority in areas subject to persistent standing water problems. The Board also adopted a resolution supporting the annexation of County residential pockets within adopted City spheres of influence. The greatest impediment to such annexations is providing municipal infrastructure (curb, gutter, sidewalks, streets, sewer, storm drain, lighting, etc.) consistent with the surrounding City standards. Such infrastructure improvements are costly and typically do not have an adequate funding source. In the past, Stanislaus County has utilized a variety of fund sources (Redevelopment, Community Development Block Grant, Highway User Tax, Federal/ State grants) to slowly advance work in these areas.

In 2019, Stanislaus County began to develop cost estimates for public improvements consistent with the various City standards and to prepare an expanded analysis of key criteria to prioritize urban pockets for annexation. The analysis of 41 individual urban pocket areas (referred to as County Islands) located in all five districts, predominantly around Modesto, Turlock, Ceres, and Riverbank. Since then, one area has fully annexed (Area 14 – Hatch/ Carpenter/ Whitmore / Fairview Village 2) and one area has partially annexed (area 11 – Whitmore/ Flamingo).

In 2020, development of a supplemental analysis began for the 13 urban County Communities – Cowan Tract, Crows Landing, Del Rio, Denair, East Oakdale, Grayson, Hickman, Keyes, Knights Ferry, Monterey Park Tract, Salida, Valley Home, and Westley. A preliminary analysis revealed infrastructure needs of the County Islands and County Communities at an estimated cost of $395 million and $141 million respectively, for a total estimated cost of $536 million. In February 2022, the estimated costs were adjusted for inflation to $453 million and $178 million, for total estimated cost of $631 million. The estimates have been further adjusted to $576 million and $131 million, for a total estimated cost of $707 million to reflect increased inflation. The 2019 and 2020 analyses are collectively known as the Interwest Reports.

The following is an overview of the total estimated infrastructure costs, broken down by district including the total number of acres and parcels to be improved, that was presented to the Board on August 16, 2022.

District	Total Cost (July 2022)	% of Total Cost	Acres	% of Total Acres	Parcels	% of Total Parcels
1	$ 79,513,468	11%	930	12%	1263	7%
2	$ 66,707,012	9%	997	13%	1921	11%
3	$149,785,749	21%	2211	28%	6245	36%
4	$172,520,849	24%	1387	18%	2835	16%
5	$238,580,704	34%	2271	29%	4937	29%
Total	**$707,107,782**	**100%**	**7796**	**100%**	**17201**	**100%**

On May 18, 2021, the Board approved various strategic priorities for the use of $90 million of the $107 million in American Rescue Plan Act of 2021 (ARPA) allocated to Stanislaus County. Of this amount, $50 million was assigned to Community Infrastructure – Urban Pockets/County Communities to address infrastructure needs within unincorporated developed neighborhoods of the County. At that time, the remaining $17 million was reserved for additional consideration after the initial development of funding priorities. The ARPA funds have tight expenditure deadlines, all projects must be awarded prior to December 31, 2024, and completed by December 31, 2026. The ARPA funds provide a unique opportunity for Stanislaus County to make substantial progress strategically on the infrastructure needs in its urban pockets and County communities.

On February 15, 2022, the Board approved a public outreach strategy for expenditure of the ARPA infrastructure funds. The strategy was to focus on educating the public on the criteria utilized in the Interwest Reports and receiving community input on prioritization. Some of the factors/criteria to be discussed during the public outreach effort included: cost of improvements, right-of-way feasibility constraints, public benefit, supplemental funding sources, benefits to disadvantaged communities, regional equity, sewer only improvements or full improvements, and community support for maintenance of certain improvements. As part of the February 15, 2022, action, the

Board approved a contract with NBS (CivicMic), who contracted with Debrief, a local consultant, to perform public outreach.

On August 16, 2022, the Board accepted the Findings Report for the Public Engagement in Unincorporated Areas, dated June 2022, prepared by NBS,and approved the Funding Distribution Methodology for the $50 Million of ARPA funds allocated for the investment in County Islands and County Communities. Following is the Funding Distribution Methodology approved on August 16, 2022:

Distribution of ARPA Funds per District			
District	**Total Cost (July 2022)**	**% of Total Cost**	**Funding Based on % of Total Cost**
1	$ 79,513,468	11%	$ 5,622,443
2	$ 66,707,012	9%	$ 4,716,891
3	$149,785,749	21%	$10,591,437
4	$172,520,849	24%	$12,199,049
5	$238,580,704	34%	$16,870,179
Total	**$707,107,782**	**100%**	**$50,000,000**

On September 20, 2022, the Board accepted the Final Recommendations on Infrastructure Projects to be funded in County Islands and County Communities. Districts 1, 2, and 3 identified one project in each district; Districts 4 and 5 identified two projects in each district.

The following is an overview of the adopted project priority list as discussed above:

District	**Community**	**Cost of Full Improvements (July 2022, Rounded)**	**Total ARPA Funds**
1	Topeka/Santa Fe	$ 8,150,000	$ 5,622,443
2	Kenwood/Starr	$ 5,270,000	$ 4,716,891
3	Riverdale Park Tract	$13,660,000	$10,591,437
4	Colorado/Rouse	$23,440,000	$10,000,000
4	Herndon	$26,590,000	$ 2,199,049
5	Bret Harte	$58,090,000	$10,000,000
5	Parklawn	$25,800,000	$ 6,870,179
Total		**$161,000,000**	**$50,000,000**

On March 28, 2023, the Board approved updated strategies for the use of ARPA funds for approved strategic priorities. The updated strategies increased the funding strategy for Community Infrastructure from $50 million to $55.8 million. On February 27, 2024, the Board approved the recommendation of dividing the $5.8 million equally among the five districts. Below is the updated ARPA funds distribution per district:

Distribution of ARPA Funds per District					
District	**Total Cost (July 2022)**	**% of Total Cost**	**Funding Based on % of Total Cost**	**$5.8 Million Distribution**	**Total Per District**
1	$ 79,513,468	11%	$ 5,622,443	$1,160,000	$ 6,782,443
2	$ 66,707,012	9%	$ 4,716,891	$1,160,000	$ 5,878,891
3	$149,785,749	21%	$10,591,437	$1,160,000	$11,751,437
4	$172,520,849	24%	$12,199,049	$1,160,000	$13,359,049
5	$238,580,704	34%	$16,870,179	$1,160,000	$18,030,179
Total	**$707,107,782**	**100%**	**$50,000,000**	**$5,800,000**	**$55,800,000**

On August 29, 2023, November 28, 2023, and February 27, 2024, the Board received updates on the County's investment of ARPA funding in community infrastructure in the County Island communities.

Update and Staff Recommendation

Attached to this Board Agenda Item is the quarterly report for the Community Infrastructure Projects. Quarterly updates will be provided to keep both the Board and the public apprised of the status of the projects.

POLICY ISSUE:

The Board of Supervisors set local policy for the use of ARPA funds.

FISCAL IMPACT:

The Board of Supervisors has approved $55.8 million of American Rescue Plan Act funding toward Community Infrastructure. Of this amount, $50 million has been allocated to specific projects. Staff will return to the Board of Supervisors with allocation recommendations for the $1,160,000 each district received after coordinating with each Supervisorial District. In addition, $6.2 million of Building Community Infrastructure Fund (BCIF) will be used in support of advancing specific projects.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Enhancing Community Infrastructure* by providing the communities with necessary funds to implement needed projects.

STAFFING IMPACT:

Existing Public Works staff will continue to oversee the projects.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. ARPA Community Infrastructure Projects Update

American Rescue Plan Act of 2021 (ARPA):

Community Infrastructure Projects Update

As of March 31, 2024

Prepare By: Stanislaus County Public Works

District 1

Community: Topeka-Santa Fe

Sphere of Influence: City of Riverbank

Estimated Cost of Improvements per 60% Plans: $3,300,000

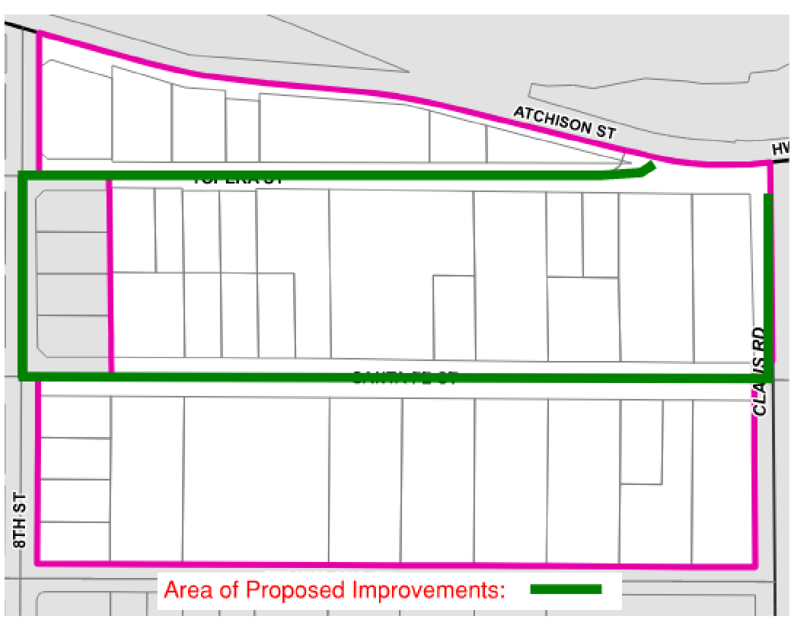
Design/Engineering/Environmental Clearance Cost: $665,679

Funding Sources:

> *Allocated ARPA Funds (Rounded):* $5,622,000
>
> *Building Community Infrastructure Funds (BCIF):* Contribute up to $2,685,000
>
> Total Funds: $8,307,000

Scope: Design and construction of storm drain facilities (including curb, gutters), sidewalk (including Americans with Disabilities Act (ADA) ramps and misc. driveway approaches), domestic water facilities, street light facilities, sanitary sewer facilities, roadside signs, and roadway reconstruction (including striping).

Current Status: The project is currently in the Design and Engineering phase. Staff has been working with the City of Riverbank to determine design standards that would be used (Basis of Design Memo) and is completing the process of obtaining environmental clearance. The CEQA Draft IS/MND was posted for public circulation on February 28, 2024. The idea is to address all public comments, and final adoption is expected in early May 2024. A virtual community meeting was held on March 11, 2024, to update the public on the project, the improvements to be constructed, and to provide better information on the financing districts. Staff has received the 60% improvement plans in February for review. Staff anticipates receiving the 100% improvement plans in June.



District 2

Community: Kenwood-Starr

Sphere of Influence: City of Turlock

Estimated Cost of Improvements per 60% Plans: $2,850,000

Design/Engineering/Environmental Clearance Cost: $773,691

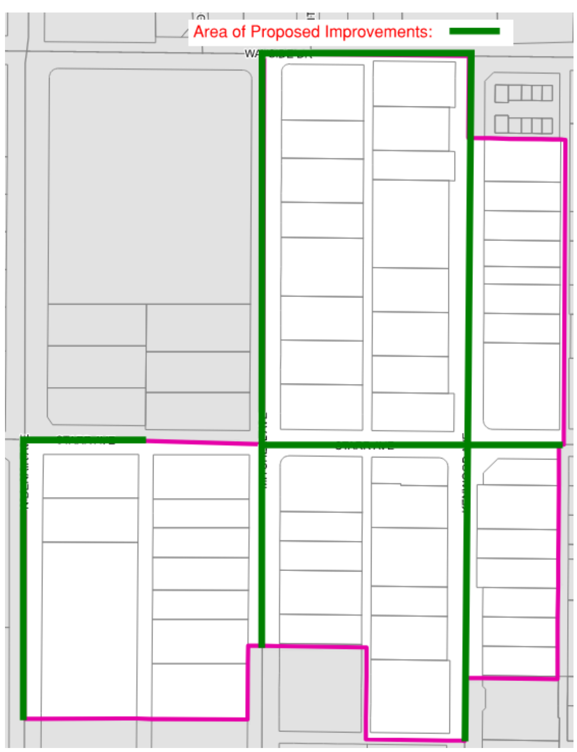
Funding Sources:

Allocated ARPA Funds (Rounded): $4,720,000

Total Funding: $4,720,000

Scope: Design and construction of storm drain facilities (including curb, gutters), sidewalk (including ADA ramps and misc. driveway approaches), domestic water facilities, street light facilities, sanitary sewer facilities, roadside signs, and roadway reconstruction (including striping).

Current Status: The project is currently in the Design and Engineering phase. Staff has been working with the City of Turlock to determine design standards that would be used (Basis of Design Memo) and is completing the process of obtaining environmental clearance. Environmental clearance was obtained in January 2024. An in-person community meeting was held on March 20, 2024, to update the public on the project, the improvements to be constructed, and to provide better information on the financing district. The geometric layout of improvements was reviewed and discussed with the engineering firm. Staff has received the 60% improvement plans in February for review. Staff anticipates receiving the 100% improvement plans in June.



District 3

Community: Riverdale Park Tract

Sphere of Influence: City of Modesto

Estimated Cost of Improvements per 60% Plans: $17,476,000

Design/Engineering/Environmental Clearance Cost: $2,212,202

Funding Sources:

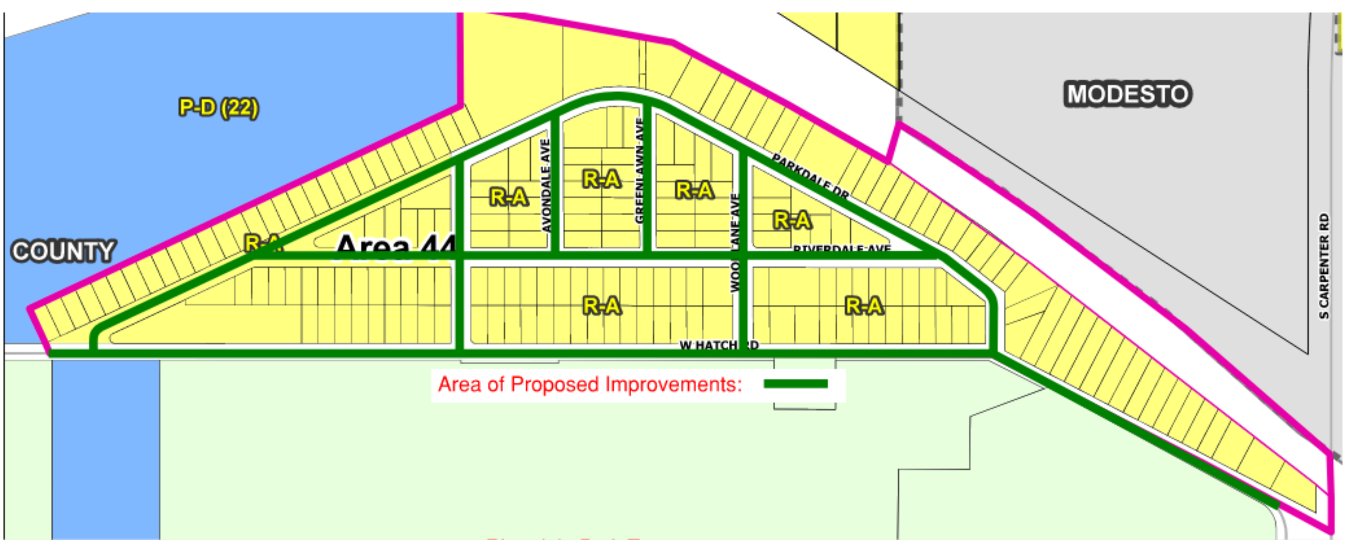
Allocated ARPA Funds (Rounded): $10,590,000

Building Community Infrastructure Funds (BCIF): Contribute up to $1,500,000

Total Funding: $12,090,000

Scope: Design and construction of storm drain facilities (including curb, gutters), sidewalk (including ADA ramps and misc. driveway approaches), domestic water facilities, street light facilities, sanitary sewer facilities, roadside signs, and roadway reconstruction (including striping).

Current Status: The project is currently in the Design and Engineering phase. Staff has been working with the City of Modesto to determine design standards that would be used (Basis of Design Memo) and is completing the process of obtaining environmental clearance. The CEQA Draft IS/MND is anticipated to be posted for public circulation in mid-April until mid-May 2024. The idea is to address all public comments, and final adoption is expected in early June 2024. An in-person community meeting will be held on April 10, 2024 to update the public on the project, the improvements to be constructed, and to provide better information on the financing district. The County has received the 60% improvement plans in February for review. Staff anticipates receiving the 100% improvement plans in July.



District 4

Community: Colorado-Rouse

Sphere of Influence: City of Modesto

Estimated Cost of Improvements per 60% Plans: $20,722,000

Design/Engineering/Environmental Clearance Cost: $2,740,196

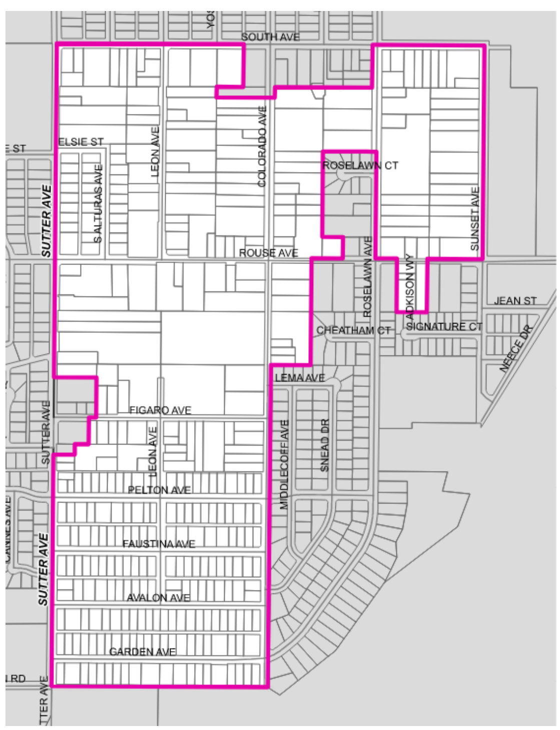
Funding Sources:

Allocated ARPA Funds (Rounded): $10,000,000

Total: $10,000,000

Scope: Design and construction of storm drain facilities (including curb, gutters), sidewalk (including ADA ramps and misc. driveway approaches), domestic water facilities, street light facilities, sanitary sewer facilities, roadside signs, and roadway reconstruction (including striping).

Current Status: The project is currently in the Design and Engineering phase. Staff has been working with the City of Modesto to determine design standards that would be used (Basis of Design Memo) and is completing the process of obtaining environmental clearance. The CEQA Draft IS/MND is expected to be posted for public circulation in mid-April until mid-May 2024. The idea is to address all public comments, and final adoption is expected in early June 2024. An in-person community meeting was held on March 21, 2024 to update the public on the project, the improvements to be constructed, and to provide better information on the financing district. The County has received the 60% improvement plans in February for review. Staff anticipates receiving the 100% improvement plans in August.



District 4

Community: Herndon

Sphere of Influence: City of Ceres

Estimated Cost of Improvements per 60% Plans: $6,267,000

Design/Engineering/Environmental Clearance Cost: $1,470,098

Funding Sources:

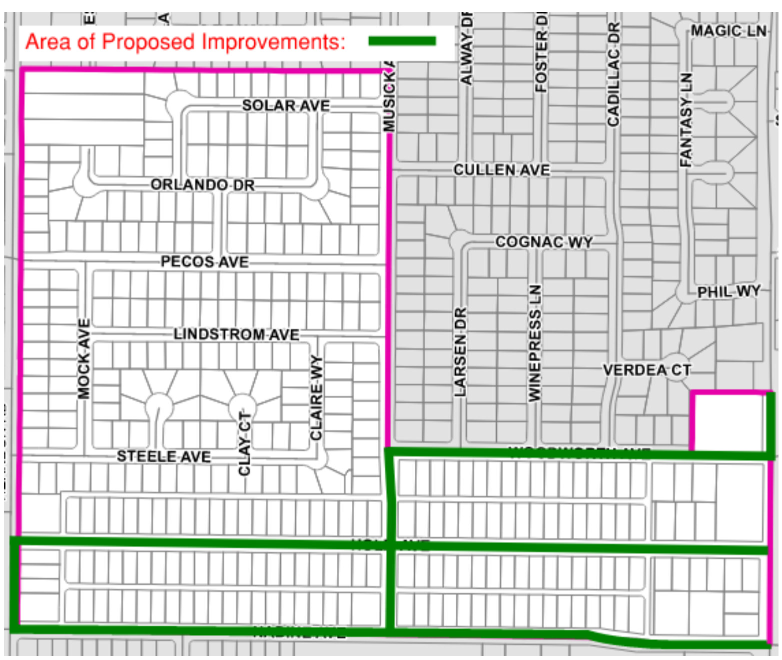
Allocated ARPA Funds (Rounded): $2,200,000

Building Community Infrastructure Funds (BCIF): Contribute up to $2,000,000

Total Funding: $4,200,000

Scope: Design and construction of storm drain facilities (including curb, gutters), sidewalk (including ADA ramps and misc. driveway approaches), domestic water facilities, street light facilities, sanitary sewer facilities, roadside signs, and roadway reconstruction (including striping).

Current Status: The project is currently in the Design and Engineering phase. Staff has been working with the City of Ceres to determine design standards that would be used (Basis of Design Memo) and is completing the process of obtaining environmental clearance. The CEQA Draft IS/MND will be posted for public circulation in mid-April until mid-May 2024. All public comments will be addressed, and final adoption is expected in mid-June 2024. An in-person community meeting was held on March 26, 2024 to update the public on the project, the improvements to be constructed, and to provide better information on the financing district. The County has received the 60% improvement plans in February for review. Staff anticipates receiving the 100% improvement plans in May.



District 5

City: Modesto

Community: Bret Harte

Estimated Cost of Improvements per 60% Plans: $11,875,000

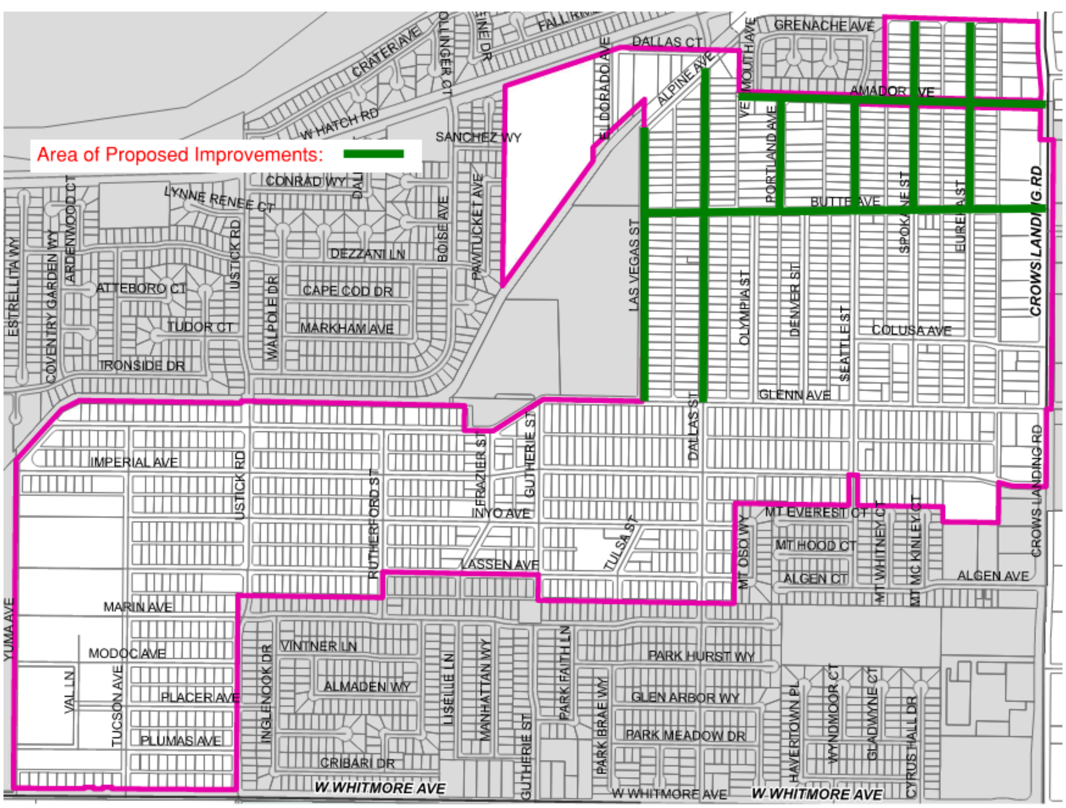
Design/Engineering/Environmental Clearance Cost: $1,623,289

Funding Sources:

> *Allocated ARPA Funds (Rounded):* $10,000,000
>
> Total: $10,000,000

Scope: Design and construction of storm drain facilities (including curb, gutters), sidewalk (including ADA ramps and misc. driveway approaches), street light facilities, roadside signs, and roadway reconstruction (including striping).

Current Status: The project is currently in the Design and Engineering phase. Staff has been working with the City of Modesto to determine design standards that would be used (Basis of Design Memo) and is completing the process of obtaining environmental clearance. Environmental clearance was obtained in September 2023. An in-person community meeting was held on March 27, 2024 to update the public on the project, the improvements to be constructed, and to provide better information on the financing district. The County anticipates receiving the 60% improvement plans in May for review. Staff anticipates receiving the 100% improvement plans in August.



District 5

Community: Parklawn

Sphere of Influence: City of Modesto

Estimated Cost of Improvements per 60% Plans: $9,919,049

Design/Engineering/Environmental Clearance Cost: $1,736,937

Funding Sources:

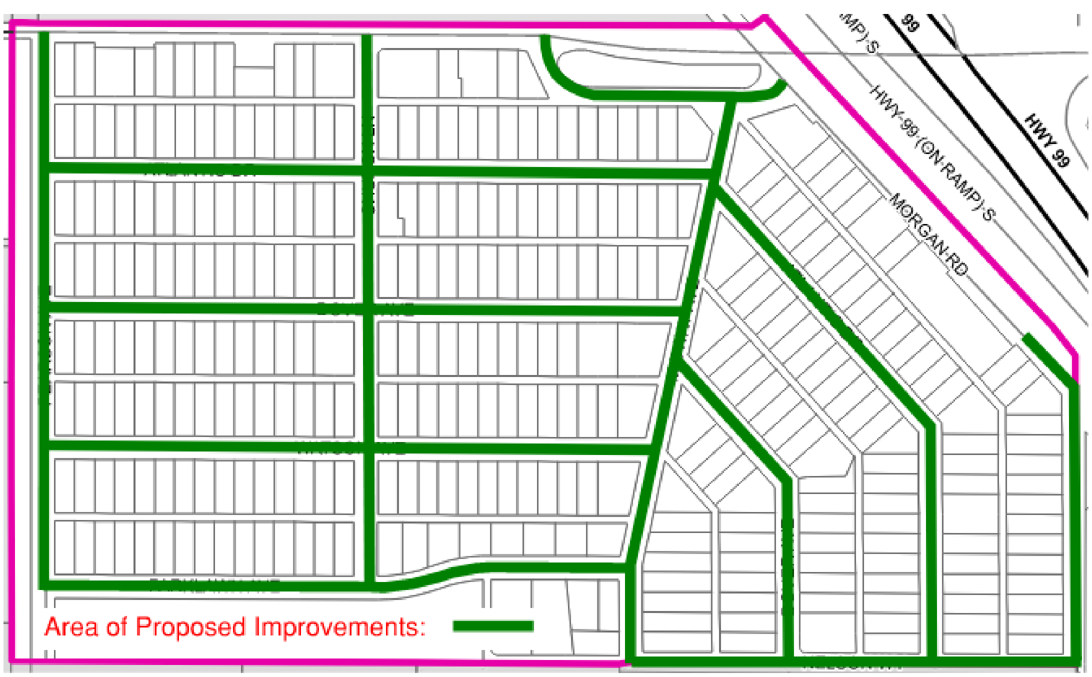
Allocated ARPA Funds (Rounded): $6,900,000

State Funding from Senator Marie Alvardo-Gil: $5,000,000

Total Funding: $11,900,000

Scope: Design and construction of storm drain facilities (including curb, gutters), sidewalk (including ADA ramps and misc. driveway approaches), street light facilities, roadside signs, and roadway reconstruction (including striping).

Current Status: The project is currently in the Design and Engineering phase. Staff has been working with the City of Modesto to determine design standards that would be used (Basis of Design Memo) and is completing the process of obtaining environmental clearance. Environmental clearance was obtained in September 2023. An in-person community meeting was held on March 26, 2024 to update the public on the project, the improvements to be constructed, and to provide better information on the financing district. The County anticipates receiving the 60% improvement plans in April for review. Staff anticipates receiving the 100% improvement plans in August.



THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works BOARD AGENDA:6.C.3
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: Yes

SUBJECT:

Approval of an Update in Accordance with Public Contract Code Section 22050 for the Emergency Repairs to Crows Landing Community Services District's Well No. 4 Replacement Project

STAFF RECOMMENDATION:

1. Approve an emergency update in accordance with California Public Contract Code Section 22050 for emergency repairs to Crows Landing Community Services District’s Well No. 4 Replacement Project.
2. Affirm by a 4/5 vote the emergency declaration remains necessary and authorize staff to proceed with needed repairs to Crows Landing Community Services District’s Well No. 4 Replacement.

DISCUSSION:

The Crows Landing Community Services District (CLCSD) owns, operates, and maintains a water distribution system to serve approximately 355 residents of the Crows Landing Community. The existing water system is served by two groundwater wells, Well No. 4 and Well No. 5. The CLCSD Well No. 4 experiences periodic failures that renders the Community with only one well with no backup system for water services.

The proposed Crows Landing Industrial Business Park (CLIBP) is to the west of the Crows Landing Community and will transform the former Crows Landing Naval Air Facility into a vibrant, regional employment and business center. The design of infrastructure improvements at the former base are underway.

On November 29, 2022, the Board of Supervisors approved a Memorandum of Understanding with the CLCSD that outlined the construction of a new well for the CLIBP and the rehabilitation of the existing CLCSD Well No. 4. A proposed inter-connection between the new CLIBP well and CLCSD Well No. 4 would provide mutually beneficial redundant well backup water service. The CLIBP well has been drilled, but the functionality of the new CLIBP well will not occur until early 2025. The attempted rehabilitation efforts for the CLCSD Well No. 4 have found that there are failures in the well casing. As a result, there will continue to be operational challenges for the CLCSD Well No. 4, exposing the Crows Landing Community to a lack of water should their lone Well No. 5 become inoperable.

As a result of these circumstances, Public Works Department and CLCSD have agreed to drill a new well on the CLCSD Well No. 4 site, relocate the existing pump and equipment into the new well, and abandon the existing well. It is also agreed that while the CLCSD Well No. 4 is off-line a contractor be on standby to make any needed repairs should the remaining CLCSD Well No. 5 become inoperable. Finally, it was agreed that these repairs should be made as soon as possible to avoid the summer peak water demands and groundwater drawdown.

On April 16, 2024, the Board of Supervisors approved the declaration of an emergency to drill a new well for CLCSD.

California Public Contract Code (PCC) section 1102 states, “Emergency, ‘as used in this code’, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” Utilizing the required timelines of a traditional public bidding procedure and execution of a contract by the Board of Supervisors would extend the start of construction into the summer months where there would be very real risk to the operation of the Crows Landing Community’s water supply system.

Public Works has prepared plans and specifications for the Well No. 4 replacement, 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 starts. Public Works advertised for bidding for contractors, and bids were opened on April 26, 2024. Rounded to the nearest dollar, the low bid by Howk Systems of Modesto, California, in the amount of $1,217,720, was accepted and will be awarded by the Public Works Director under authority granted by Board Resolution No. 2024-0170.

As required by the Public Contract Code 22050(c)(1), staff will return to the Board of Supervisors and report on the status of the emergency repair project at its next regularly scheduled meeting and every 14 days thereafter. Staff will return to the Board to provide an update at the June 4, 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 now estimated at approximately $1.5 million that includes the construction bid, a 10% construction contingency, and construction management services. Staff will return to the Board of Supervisors with cost updates as the project progresses. The Board of Supervisors previously approved a spending plan for the County’s American Rescue Plan Act (ARPA) funds, which included $12 million for the CLIBP project.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by repairing the well system.

STAFFING IMPACT:

Public Works staff will oversee the work related to this Emergency Project.

CONTACT PERSON:

David A. Leamon, Director of Public Works (209) 525-4130

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Planning and Community Development BOARD AGENDA:6.D.1
AGENDA DATE: May 21, 2024

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval to Set a Public Hearing on June 4, 2024, at the 9:00 a.m. Meeting, to Consider an Appeal of the Planning Commission's Approval of Use Permit PLN2021-0104 - Kooistra Dairy

STAFF RECOMMENDATION:

1. Set a public hearing on June 4, 2024, at the 9:00 a.m. meeting, to consider an appeal of the Planning Commission's approval of Use Permit PLN2021-0104 – Kooistra Dairy.
2. Authorize the Clerk of the Board to publish a notice of public hearing as required by law.

DISCUSSION:

This is a request to set a public hearing to consider an appeal of the Planning Commission’s May 2, 2024, decision of approval of Use Permit Application PLN2021-0104, Kooistra Dairy. The project is a request to expand an existing dairy facility located on a 19.11± acre parcel in the General Agriculture (A-2-40) zoning district, to allow the herd size to increase from 436 mature cows to 1,000, and to allow construction of a 14,352± square-foot new free stall barn.

A letter, dated May 8, 2024, appealing the Planning Commission’s decision, along with the applicable appeal fee, was submitted by Dean Wallraff on behalf of Advocates for the Environment (Appellant), a non-profit public-interest law firm and environmental advocacy organization, to the Department of Planning and Community Development and forwarded to the Clerk of the Board of Supervisors.

Stanislaus County Code Chapter 21.112 sets forth the process for Planning Commission appeals and requires that “decisions appealed to the Board of Supervisors shall be set for a specific time and place of public hearing at the next regular meeting and considered not later than forty-five days from the date on which the appeal is filed.”

POLICY ISSUE:

In accordance with Stanislaus County Code Chapter 21.112, an appeal of a Planning Commission decision must be considered by the Board of Supervisors at a public hearing.

FISCAL IMPACT:

There is a nominal fiscal impact associated with setting this public hearing for mandatory newspaper publishing and the notification of property owners by mail. These expenses are covered by the $1,597 Planning Commission appeal fee paid by the Appellant.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Delivering Efficient Public Services* by setting a public hearing date to consider an appeal of the Planning Commission's decision.

STAFFING IMPACT:

The Clerk of the Board is responsible for publishing a Notice of Hearing in a newspaper of general circulation and notifying the Appellant and applicant of the hearing date. Planning and Community Development staff are responsible for notifying surrounding property owners by mail and preparing the public hearing agenda item.

CONTACT PERSON:

Elizabeth A. King, Clerk of the Board 209-525-4494

ATTACHMENT(S):

1. Letter of Appeal
2. Levine Act Disclosure Forms

May 8, 2024

Advocates for the Environment

A non-profit public-interest law firm
and environmental advocacy organization

Board of Supervisors
Stanislaus County
1010 10th Street, Suite 6700
Modesto, CA 95354

Via FedEx overnight and email to deandae@stancounty.com

Re: Justification for appeal to Board of Supervisors of Mitigated Negative Declaration for the Use Permit Application No. PLN2021-0104 – Kooistra Dairy, Hultberg Road Project, SCH No. 2021120032

Dear Stanislaus County Board of Supervisors:

Advocates for the Environment hereby appeals the Planning Commission's May 2, 2024 approval of the above-referenced Kooistra Dairy project (the **Project**). The Project approval was based on the Planning Commission's approval of a Mitigated Negative Declaration (**MND**) for the Use Permit Application No. PLN2021-0104 – Kooistra Dairy, Hultberg Road Project (**Project**). The Project Site is located near the intersection of Ehrlich and Bradbury Roads in the County of Stanislaus (**County**). The Project proposes to expand an existing dairy cow herd from 436 to 1,000 cows, and construct a 14,352 square-foot free stall barn for animal housing located within the existing dairy facility footprint.

Advocates for the Environment is a public interest law firm and advocacy organization with the mission to educate the public about the law as it pertains to the environment and provide legal services in support of environmental causes. An important part of our mission is to use legal tools such as CEQA to reduce greenhouse-gas (**GHG**) emissions in California.

The MND Substantially Underestimates the Project's GHG Emissions

The Project's GHG actual emissions would be much higher than the figure given in the MND. The CalEEMod report quantified the Project's operational emissions at 0 MTCO2e. But the Project will add 564 additional dairy cows to the existing herd, a factor not included in the MND's GHG analysis.

According to a 2015 report from the U.N. Food and Agriculture Organization, attached to this letter as Exhibit 1, the average dairy cow emits 116.6 kg of methane per year, as well as significant amounts of CO_2 and N_2O. (Ex. 1, p. 20.) This figure is supported by a report from Penn State Extension titled "Livestock Methane Emissions in the United States," attached as Exhibit 2.[1]

[1] https://extension.psu.edu/livestock-methane-emissions-in-the-united-states

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According to the Penn State report, GHG emission rates are about 10g CO2e per kilogram of feed intake. The average dairy cow eats 22 kg/day of feed, and therefore emits 220g of Methane per day, or 80 kg/year. Using 100 kg/year/cow, the approximate midpoint between these two figures, the total annual emissions increase from the expansion, excluding existing emissions, would therefore amount to at 4,738 MTCO2e.[2] Omitting this significant source of additional emissions violates CEQA's requirement for a thorough and accurate analysis of the Project's GHG impacts. The operational GHG emissions exceed thresholds used to determine significance in California. For example, the Project's emissions of 4,738 MTCO2e would exceed the San Luis Obispo County's bright-line 2024 threshold of 930 MTCO2e/year. (SLO County APCD CEQA Air Quality Handbook, p. 3-12 Exhibit 3.[3])

Additionally, the MND indicates that the Project would increase the number of truck trips, which should have been calculated as part of the operational emissions, but was omitted from the CalEEMod operational assumptions with no explanation. While the MND asserts that the criteria pollutants would not exceed 100 pounds per day during construction or operation, this is distinct from GHG emissions, which the analysis was silent on. (MND, p. 14.) An increase in truck trips would create an increase in GHG emissions, especially if utilizing non-renewable fuels such as diesel.

GHG Mitigation is Insufficient under CEQA

The MND adopted two significance thresholds based on the CEQA Guidelines Appendix G. The County concluded that the Project would have a less-than-significant impact on GHG emissions. The Project would emit methane emissions from the additional cows, which is a direct GHG impact that the MND failed to address. Given the inadequacy of analysis, and the lack of supporting information for the GHG significance conclusion, the MND was not sufficient to analyze the environmental impact of this Project. There is a fair argument that the Project would create a significant impact on GHG emissions because the methane from the cows would contribute to a significant source of GHG emissions and would be inconsistent with applicable plans and policies for the reduction of GHGs.

The MND did not discuss the Project's operational GHG emissions, and the CalEEMod report included as part of the Health Risk Assessment and Ambient Air Quality Analysis erroneously indicated that the Project would have no operational emissions at all. Yet, this is inaccurate because CEQA requires that all direct and indirect GHG impacts should be assessed, which would include the GHGs emitted from housing the additional cows.

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[2] 1 kg methane = 84 kg CO2 (https://climatechangeconnection.org/emissions/co2-equivalents/#:~:text=84%20x%20%E2%80%93%20methane%20(CH4,to%20derive%20CO2e.)

$564 \ new\ animals \times 100\ kg \frac{methane}{year} \times \frac{84\ kg\ CO2}{1\ kg\ methane} \times \frac{1\ metric\ ton\ (MT)}{1{,}000\ kg} = 4{,}738\ \text{MTCO2e/year}$

[3] https://storage.googleapis.com/slocleanair-org/images/cms/upload/files/CEQA%20Handbook%202023_Final.pdf

The County's Analysis of GHG Significance is Not Supported by Substantial Evidence

Threshold (a), asks whether the Project would "generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment." (MND, p. 13) Under this threshold, the County concluded that the Project would have a less-than-significant impact without providing evidence to support this conclusion. In fact, the "Greenhouse Gas Emissions" section of the analysis seemed to primarily discuss the Project's contribution to air quality pollutants, such as CO, NOx, SOx, and PM10, rather than GHGs. (MND, p. 13-15.) Thus, there was no support for the finding that the Project would have a less than significant GHG impact. This significance analysis violates CEQA by being deficient and misleading in several areas.

Consistency with Applicable Plans, Policies, and Regulations

The GHG analysis briefly described criteria air pollutant regulatory requirements of the San Joaquin Valley Air Pollution Control District (**SJVACPD**) as well as the CALGreen Code, yet did not connect these details back to the Project or how the Project has demonstrated consistency with these regulations with regard to GHGs.

Air quality is an entirely different and distinct environmental concern than GHG emissions. Therefore, the content that is included on pages 13 through 15 of the MND is not a sufficient GHG analysis despite adherence to various air quality regulatory requirements discussed within.

The MND Did Not Analyze Other Applicable Plans

The County chose, as its second GHG threshold, Threshold (b), which asks whether the Project would "[c]onflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases." (MND, p. 13.) This language requires that the MND analyze the Project's consistency with *all* other applicable plans, not just the plans that the County prefers to analyze.

Accordingly, the Project must show consistency with long-term State GHG goals for the entirety of the Project's lifespan to comply with CEQA. In particular, the MND must also demonstrate consistency with Executive Order B-55-18 (**EO B-55-18**) and the 2017 CARB Scoping Plan.

EO B-55-18 requires the State of California to achieve carbon neutrality—net zero GHG emissions—by 2045. The Project is inconsistent with EO B-55-18 because the methane emissions produced by the increase in the dairy herd, as well as the truck emissions, are inherently inconsistent with carbon neutrality.

The 2017 Scoping Plan was developed to facilitate California's compliance with SB 32, which requires statewide GHG emissions to be reduced to 40% below 1990 levels by 2030. (Health & Safety

Code § 38566.) The MND did not discuss how the Project is consistent with any of the goals, including the 2050 goal of 80% below 1990 levels. The 2017 Scoping Plan also sets out statewide goals for total GHG emissions targets of 6 MTCO2e/capita by 2030, and 2 MTCO2e/capita by 2050 (CARB Scoping Plan, p. 99).

The Project would reduce the number of employees by one person. The MND did not indicate a total employee amount, only stating that there would be four employees off-site and one employee on-site. Thus, the Project's per-service population GHG emissions would exceed 1,000 MTCO2e/capita, far exceeding the 2030 target, which would have to be achieved well within the Project's lifespan to be consistent with the 2017 Scoping Plan.[4] Thus, the Project's GHG impact is significant under the second threshold because it is inconsistent with applicable plans for the reduction of GHGs.

The County Should Have Prepared an EIR

No GHG mitigation measures were considered due to the erroneous determination of less-than-significant impact. However, because the County should have found significant impact for GHG emissions based on inconsistency with applicable plans, it should update its findings accordingly and would therefore be required to create a full Environmental Impact Report (**EIR**) and mitigate to the extent required by CEQA.

If the County had used appropriate significant thresholds and accurate analysis, it would have concluded that the Project's GHG emissions are significant. Inconsistency with applicable plans for the reduction of GHG emissions supports a fair argument that the Project would have a significant environmental effect. Because the above discussion provides a fair argument that the Project may have significant GHG impacts, the County must prepare an EIR. Therefore, the County was mistaken in its choice to create an MND for a Project that would likely create such a considerable GHG impact which would require fair-share mitigation. (*Napa Citizens for Honest Gov't v. Napa County Board of Supervisors* (2001) 91 Cal.App.4th 342, 364.)

Dairy Emission Mitigation Measures Are Feasible

There are many options for mitigation measures specifically for reducing emissions in the dairy sector. Overall, enhancing animal productivity would reduce the number of animals needed to maintain the same goals that the Project has for expanding dairy production capacity of the farm. Some measures to increase animal productivity include optimizing the protein and energy content in

[4] $4{,}737\ MTCO2e\ (based\ on\ the\ calculation\ in\ footnote\ 2) \div 5\ employees =$
$947\ MTCO2e\ per\ service\ population$

the animal feed, improving manure collection, storage, herd-structure management strategies, reducing diseases, and improving genetic potential.

There are also ways to reduce GHG emissions while still maintaining high production rates, such as better grassland management to store carbon in the soil, spread fertilizer at optimal times, and switch from raw to composted manures. These are just some measures that the County could include in the MND as potential mitigation strategies to reduce the Project's GHG impact.[5]

Offsets Are Feasible

Since there is no reason why CEQA-compliant offsets are infeasible, the conclusion presented in the MND that further mitigation is infeasible and therefore the impact is unavoidable, is not supported by substantial evidence. The County should require the Applicant to purchase offsets to the extent necessary to mitigate the Project's emissions, if they cannot be fully mitigated on-site.

Conclusion

For the reasons given in this letter, the MND is not in conformance with CEQA requirements. Notably, the MND failed as an informational document for decision makers and the public, the significance analysis was inadequate, and the County should have concluded that the Project would contribute to a significant GHG impact.

Sincerely,

Dean Wallraff

Dean Wallraff, Attorney at Law
Executive Director, Advocates for the Environment

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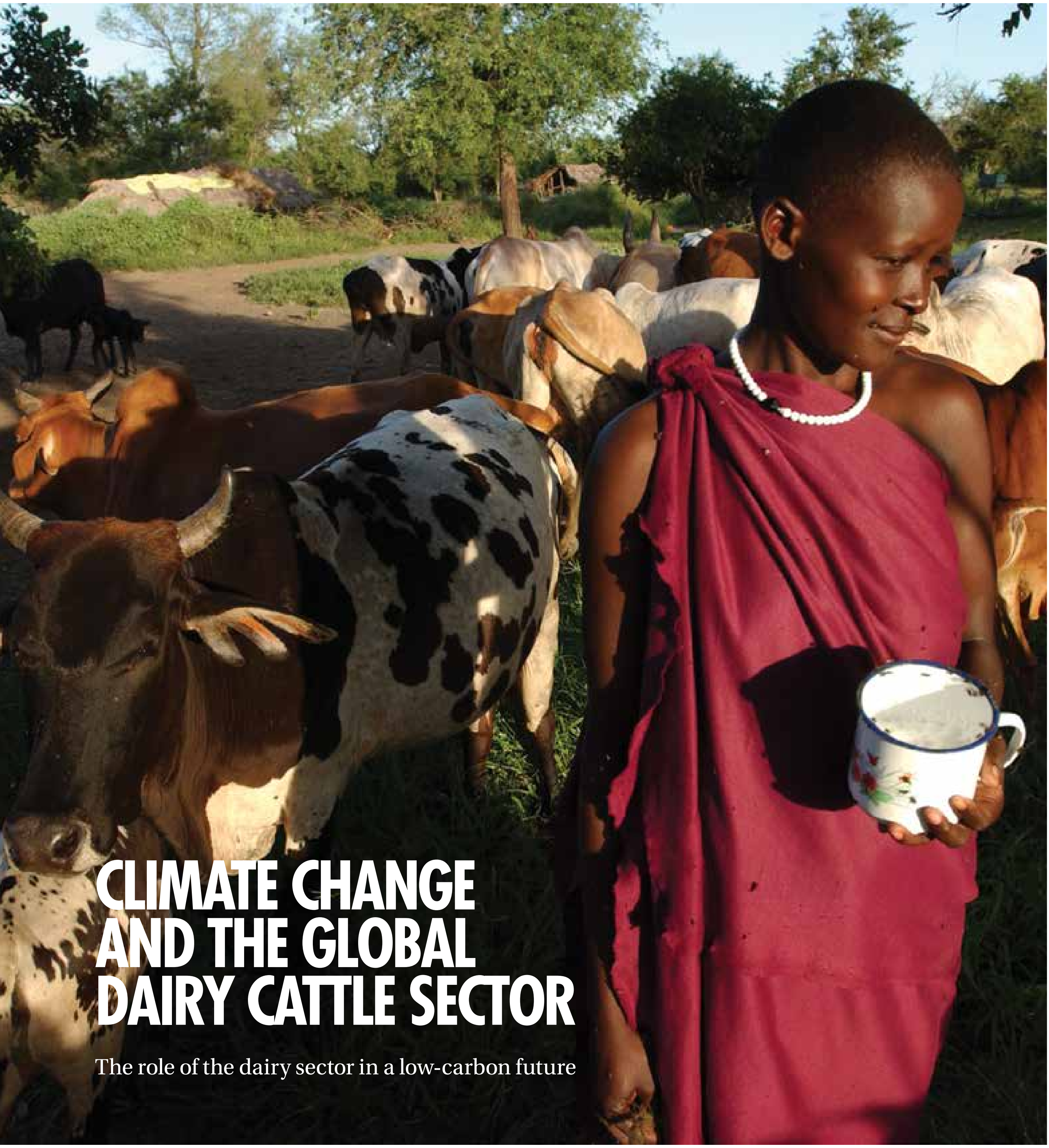
[5] Strategies mentioned in this section of the comment letter were suggested measures in a report by the Food and Agriculture Report of the United Nations, "Climate Change and the Global Dairy Cattle Sector, p. 30 https://www.fao.org/3/CA2929EN/ca2929en.pdf, Exhibit 1.

Exhibit 1

Food and Agriculture Organization of the United Nations

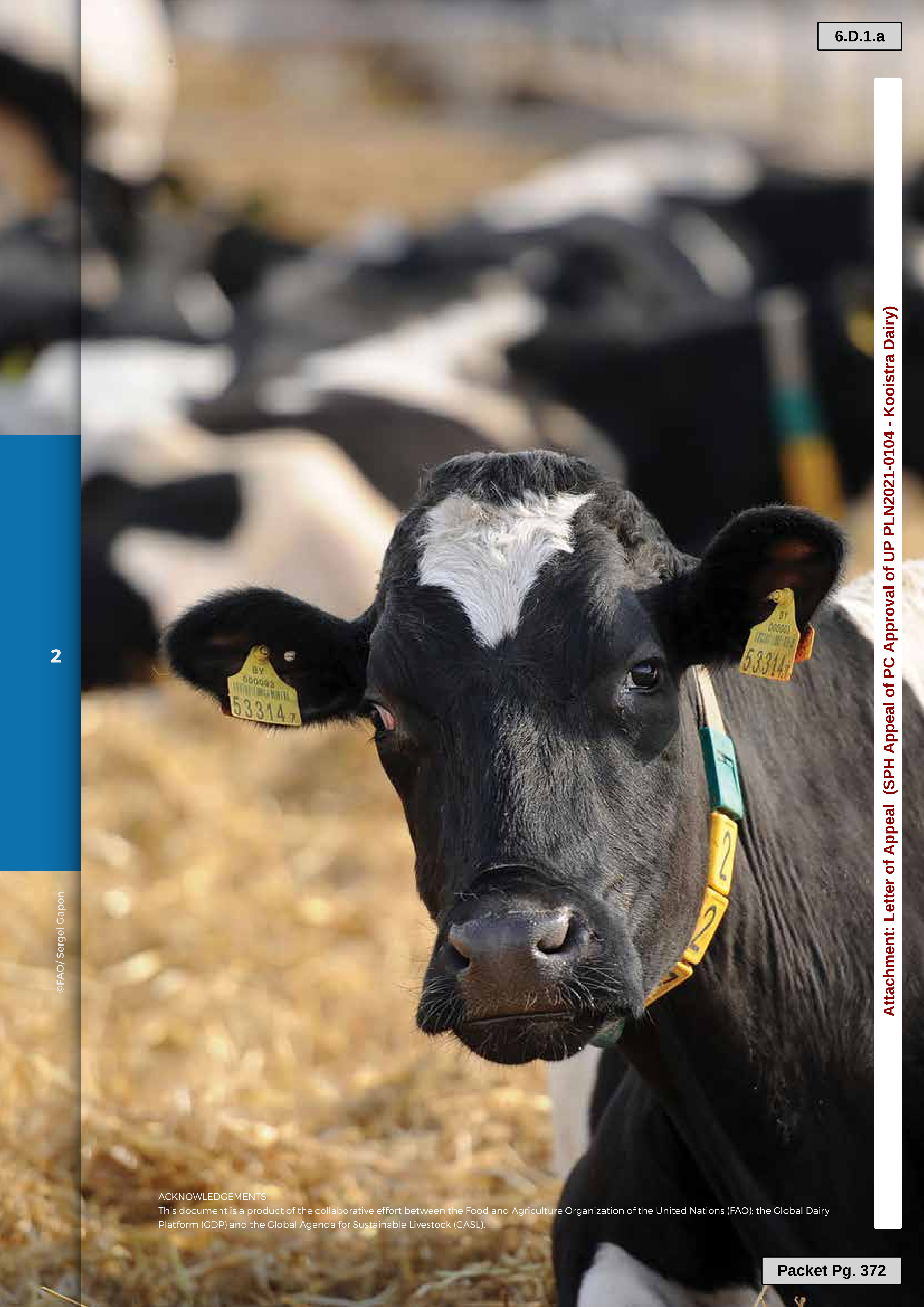
GLOBAL DAIRY PLATFORM



CLIMATE CHANGE AND THE GLOBAL DAIRY CATTLE SECTOR

The role of the dairy sector in a low-carbon future

Global Agenda for Sustainable Livestock



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The role of the dairy sector in a low-carbon future

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EXECUTIVE SUMMARY

Climate change along with population growth, poverty alleviation, environmental degradation and global food insecurity is one of the defining challenges of the 21st century. From shifting weather patterns that threaten food production, to rising sea levels that increase the risk of catastrophic flooding, the impact of climate change is global in scope and unprecedented in scale. What is clear is that if we do not produce win-win solutions then climate change will make all other challenges worse.

The challenge for policy-makers – and for the dairy sector – is how to reduce environmental impacts while continuing to meet society's needs. Dairy products are a rich source of essential nutrients that contribute to a healthy and nutritious diet. With demand for high-quality animal sourced protein increasing globally, the dairy sector is well placed to contribute to global food security and poverty reduction through the supply of dairy products. In so doing, it is essential that sector growth is sustainable in terms of the environment, public and animal health and welfare and in terms of development, poverty alleviation and social progress.

The Climate Agreement adopted at the UN Climate Change Conference of Parties in Paris in December 2015, and supported by 195 countries, provided a timely reminder that all sectors and stakeholders need to undertake immediate actions on climate change.

The world is already experiencing, for example, more frequent floods, storms and droughts, forest fires causing damage to the environment and people's livelihoods. The dairy sector must contribute effectively to the global effort to avoid dangerous climate change, become more resilient and prepare for and adapt to a changing climate.

In order to limit temperature rise, the dairy sector must reduce its greenhouse gas (GHG) emissions and work towards a low-carbon future. The good news is that there are many opportunities within the sector to limit climate change by reducing emissions. While there is some uncertainty about the size and timing of changes, it is certain that it is happening and acting

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now to protect our environment, economy and culture will always be worthwhile.

To consider how to deal with climate change, the dairy sector needs to have evidence at hand, presented in a clear and comprehensible way, so stakeholders can see how they can and must contribute.

This report is an attempt to understand the contribution of the dairy sector to global emissions between 2005 and 2015 as a further step towards addressing the challenge of climate change and defining a low-carbon pathway for the sector.

EMISSIONS FROM THE DAIRY SECTOR

This study shows that the sector's GHG emissions have increased by 18 percent between 2005 and 2015 because overall milk production has grown substantially by 30 percent, in response to increased consumer demand. The trends in absolute emissions reflect changes in animal numbers as well as changes in the production efficiency within the sector. Between 2005 and 2015, the global dairy herd increased 11 percent. At the same time, average global milk yield increased by 15 percent. Increased production efficiency is typically associated with a higher level of absolute emissions (unless animal numbers are decreasing). Yet without efficiency improvements, total GHG emissions from the dairy sector would have increased by 38 percent.

So while total emissions have increased, dairy farming has become more efficient resulting in declining emission intensities per unit of product.

Emission intensities, GHG per kilogram of milk, have declined by almost 11 percent over the period 2005-2015. These declines are recorded in all regions reflecting continued improvements to on-farm efficiency achieved via improved animal productivity and better management. There is however a distinct difference in emission intensities between regions: generally, emission intensity of milk production is lowest in developed dairy regions (ranging between 1.3 to 1.4 kg CO_2 eq. kg fat-and-protein corrected milk in 2015) while developing dairy regions such as South Asia, Sub-Saharan Africa, West Asia and North Africa having higher emission intensities (ranging between 4.1 to 6.7 kg CO_2 eq. per kg fat-and-protein corrected milk in 2015).

Large variations in emission intensity was also found within the same regions. This variation is explained by differences in management practices and implies that potential exists to reduce GHG emissions in all regions.

MORE AMBITIOUS ACTION NEEDED NOW

There is a clear case for immediate and more ambitious action. Dairy farmers are already part of the solution to limit climate change, but there is an urgent need to accelerate and intensify the sector's response to avoid climate tipping points. While new research and technologies will continue to be developed, many mitigation options are already available and their adoption can be accelerated. Further delaying adoption will result in a greater amount of emissions overall, given that CO_2 emissions accumulate in the atmosphere for hundreds to thousands of years. Even with implementation of best practice and technologies, it is likely that some residual emissions will remain in the future. The dairy industry will therefore need to also consider how these residual emissions will be offset. Achieving substantial net reductions in GHG emissions from the dairy sector will require action in the three broad areas of 1) improving efficiencies; 2) capturing and sequestering carbon; and 3) better linking dairy production to the circular bio-economy.

These three pathways result in the reduction of:

- emission intensity, the emissions required to produce a kilogram of milk; and
- absolute emissions from dairy production.

REDUCING EMISSION INTENSITY OF DAIRY PRODUCTION

Accelerating the adoption of existing best practices and technologies to further improve production efficiency can help reduce emission intensity. While the largest gains in emission intensity reduction have occurred in low-and-middle income regions with low productivity, the results also show that there still exists a large gap between producers in these regions. This gap provides room to further mitigate emissions within existing systems. In low-and-middle income countries, the concept of emission intensity remains the most attractive mitigation route because it allows for the harnessing of synergies between food security, development objectives and climate change mitigation and adaptation goals.

REDUCING ABSOLUTE EMISSIONS FROM DAIRY PRODUCTION

Absolute emissions reduction will become an imperative as the world moves towards carbon neutrality by 2050. While recognizing the responsibility of the dairy sector to develop in a sustainable manner, the mitigation potential of the sector is limited because, as a biological process, emissions will always be generated. This raises the question of using additional levers to compensate for residual emissions. Some solutions to address the dilemma of increasing emissions are for the sector to focus on enhancing carbon capture and storage in soils and identifying key strategies to promote circular economy opportunities to reduce greenhouse gas emissions. For example, implementing improved grassland management practices that increase carbon uptake by increasing productivity or reducing carbon losses can lead to net accumulation of carbon in grassland soils – sequestering atmospheric carbon dioxide. Furthermore, making the sector more circular would not only lead to more efficient resource use, but also help address climate change. Minimizing the production of new resources, wastage of resources, closing of nutrient loops and extending the lifetime of those already in circulation can have a significant impact on climate.

Strategies can involve, for example, `nutrient recovery technologies' like anaerobic digestion, breaking down manure to produce nutrient-rich products that can be used to replace synthetic fertilizers, which have increased significantly over the past decade and contribute heavily to CO_2 and N_2O emissions. In addition, leveraging possibilities of technology can advance modernization of agriculture by moving to precision farming, for example, including measures for irrigation, fertilization and precision feeding. Closing agricultural product and nutrient cycles also helps maintain soil quality and prevent land-use change elsewhere.

SUPPORTING LOW-CARBON PATHWAYS

There is no single pathway to a low carbon future. The dairy sector has the potential to make the transition to a low-carbon economy by taking mitigation actions. While this will have costs, it will also bring benefits and opportunities that need to be considered. This study is a further step to enable an open dialogue around options, choices and impacts.

Research, policies, regulations, infrastructure, and incentives will all be required to systematically support low-carbon choices. Investment in data gathering and further in-depth analysis will help identify and refine mitigation options, actions and support a transparent debate about longer-term desirable and feasible mitigation pathways.

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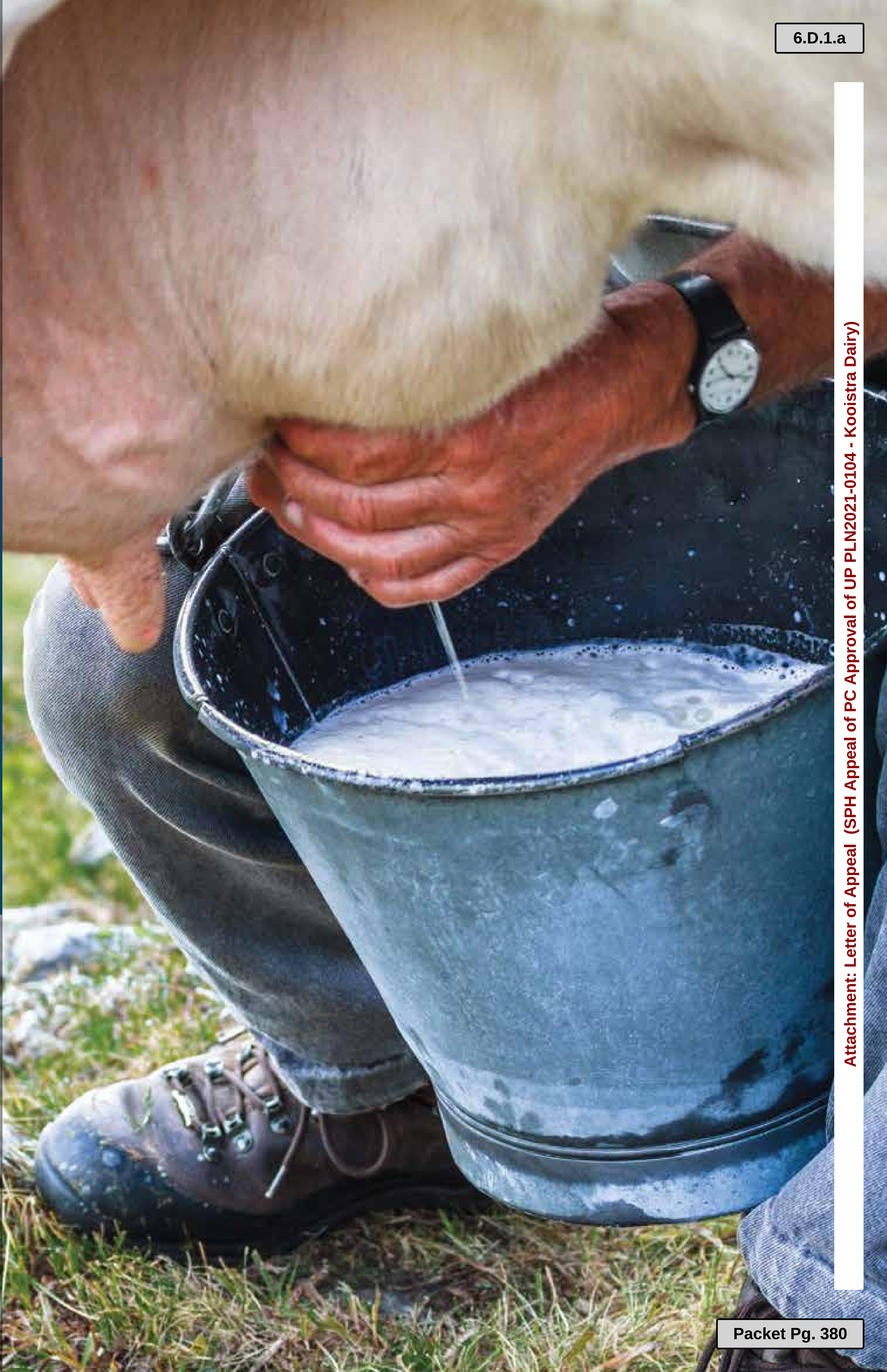

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1. SETTING THE SCENE

The global demand for food is expected to double by 2050. The UN estimates that the world population is expected to increase from 7.6 billion today, to reach 8.6 billion in 2030, 9.8 billion in 2050 and surpass 11.2 billion in 2100. Agricultural systems throughout the world will have to provide extra food to feed this growing population. This growth will provide opportunities and challenges for the dairy sector. The challenge is to feed the global population with food that is both healthy, nutritious and sustainably produced.

More than 80 percent of the world's population, or about 6 billion people, regularly consume liquid milk or other dairy products. In 2014, the global dairy market was estimated at US $330 billion (FAOSTAT, 2014).

People benefit from consuming milk and dairy products. They are nutrient-dense foods that supply energy and significant amounts of protein and micronutrients, including calcium, magnesium, selenium, riboflavin, and vitamins B5 and B12. They are the fifth largest provider of energy and the third largest provider of protein and fat for human beings and an important source of affordable nutrition to meet recommended levels.

More than one-quarter of 570 million farm-holdings worldwide, or more than 150 million farmers, are estimated to keep at least one milk animal, including cows, buffaloes, goats, and sheep. There are estimated to be 133 million holdings keeping dairy cattle, 28.5 million with buffaloes, and 41 and 19 million with goats and sheep, respectively (FAO, 2016). Farmers often keep mixed herds with more than one species of dairy animal. Cows are by far the most common dairy animal, with farmers in developing countries usually keeping them in herds of two or three animals (FAO, 2016).

In about 25 percent of cattle-keeping households, or in about 35 million farms, dairy cows are directly owned and/or managed by women (FAO, 2016). Dairy often serves as a platform for rural women to consolidate a better place for themselves in their society. As about 22 percent of the world's women of working age are employed in agriculture and about one-fourth of agricultural holdings, headed by both men and women, keep milk animals, about 80 million women are to some extent engaged in dairy farming (FAO, 2016).

The challenges for the dairy sector include bringing milk to the consumer at competitive prices when dairy production is subject to changing weather patterns, changing market dynamics and dairy prices. At the same time, there is a growing emphasis on sustainability. People are concerned about the environment, animal welfare and the quality of their food.

Dairy is essential in the endeavor towards ending hunger, achieving food security and improving the nutritional value of diets in a sustainable manner. The UN Sustainable Development Goals includes several priority areas relevant to agriculture and food production including the zero hunger target by 2030, the sustainable use of natural resources and climate action. By 2050, the planet will need to produce more food, while conserving available land, water and energy resources and reducing GHG emissions. This challenge is exacerbated by the reality that one-third of food produced for human consumption is wasted (FAO, 2011)[1]. Consequently, effective climate change policy measures must address both demand and supply related factors.

The evidence that our planet is warming due to human activity is unequivocal. Global temperature has increased by 0.85 degrees since 1880 (IPCC, 2014)[2]. Global warming is caused by increasing levels of greenhouse gases (GHGs) in the atmosphere. Climate change influences dairy farming in multiple ways (directly, e.g. the performance and well-being of cows, or indirectly, e.g. via impacts on quantity and quality of fodder production).

At the same time, livestock products are responsible for more GHG emissions than most other food sources. In dairy production, emissions are the result of various complex biological processes. For example methane from enteric fermentation where methane is produced as a by-product of the digestion process. Additional methane and nitrous oxide emissions occur throughout the whole process of managing manure from livestock: in pastures and in buildings, during storage and when spreading manure. They are the result of physical, chemical and biological processes which vary in time and space depending on the ambient conditions (e.g. temperature, wind), the surroundings (e.g. soil, type of building) and livestock characteristics (e.g. physiological stage) and farming practices. Other emissions include carbon dioxide largely associated with energy use, production and transport of inputs and land use and land use change.

The Paris Agreement marked a turning point in the international climate negotiations and signifies an intensification of global efforts towards a low emissions future. In November 2016, the Paris Agreement entered into force, having been ratified by nations representing over 55 percent of total GHG emissions. It sets a global aim to limit warming to below 2°C and to pursue efforts to limit it to 1.5°C. To achieve this aim, the Agreement sets a target for a 'balance between anthropogenic emissions by sources and removals by sinks of greenhouse gases in the second half of this century'. In looking to meet these goals, countries are expected to continue to take the lead in reducing emissions, reflecting the principle of equity and common but differentiated responsibilities and respective capabilities (UNFCCC, 2015)[3]. To support the transition to these pathways, the Paris Agreement invites countries to develop, by 2020, 'mid-century, long-term low greenhouse gas emission development strategies'.

Under the Paris Agreement, 92 countries have included the livestock sector in their nationally determined commitments (NDCs) as a means to achieve their national reduction targets (Wilkes, 2017)[4]. The sector is thus part of the response to address the impacts of climate change and to limit the rise in global temperature, requiring a transition of the sector to one consistent with a sustainable low carbon and climate resilient development pathway.

This report is an effort to support the dairy sector to chart possible low-emission pathways. It presents findings on emissions and emission intensities of milk production with the aim of assessing whether the sector's performance is consistent with the global reduction needed to realize the Paris Agreement aspirations. These emission trends are analyzed using FAO's Global Livestock Environmental Assessment model (GLEAM); a spatially explicit biophysical model that estimates the impact of the livestock sector on emissions using a life cycle assessment (LCA) approach.

The objective of this work is two-fold:

- First, it seeks to assess the performance of the dairy sector, understand the sector's contribution to global GHG emissions over time and identify emission reduction opportunities that are available to the dairy sector.
- Secondly, to provide information that can support the sector in taking steps towards further addressing emissions from the dairy production as part of its contribution towards the achieving global goals enshrined in the Paris Agreement and 2030 Agenda for Sustainable Development.

[1] FAO. 2011. *Global food losses and food waste – Extent, causes and prevention.* Rome. http://www.fao.org/3/a-i2697e.pdf
[2] IPCC. 2014. *Fifth Assessment Report (AR5) - Summary for policy makers.* https://www.ipcc.ch/pdf/assessment-report/ar5/syr/AR5_SYR_FINAL_SPM.pdf
[3] UNFCCC. 2015. *The Paris Agreement.* https://unfccc.int/process-and-meetings/the-paris-agreement/the-paris-agreement
[4] Wilkes, A. 2017. *Measurement, reporting and verification of greenhouse gas emissions from livestock: current practices and opportunities for improvement.* https://cgspace.cgiar.org/bitstream/handle/10568/80890/Livestock%20MRV%20Info%20Note%20May%203%202017.pdf


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2. THE APPROACH

HOW DO WE MEASURE EMISSIONS?

Understanding the contribution of the dairy sector to emissions is a first step towards defining low-carbon pathways. Livestock produce GHG emissions in a number of ways: direct emissions by livestock (from manure and enteric fermentation), and indirect emissions from the production of livestock feed, energy use in fertilizer manufacture, farm operations such as milking, refrigeration, housing, storage and transport, and post-production transportation, processing and retailing.

As part of their international commitments under the Kyoto Agreement, countries are required to report annually on their emissions. The Intergovernmental Panel on Climate Change (IPCC) has defined the guidelines for the reporting of national inventories of GHG emissions. For the agricultural sector, the IPCC defines four groups of activities. For livestock, this comprises of methane emissions from enteric fermentation and methane and nitrous oxide emissions from manure management. Other emissions associated with livestock production are reported elsewhere. For example, in the current accounting procedures, indirect carbon dioxide or nitrous oxide emissions due to production, transport and use of synthetic fertilizer and other production inputs are reported under industry, energy generation and transport sectors. However, the responsibility for resource utilization, and the possible options for mitigation, is a management decision taken at the farm level. It thus reduces the menu of options available to the sector industry to reduce GHG emissions and doesn't provide the right incentives for mitigation to happen.

Furthermore, the IPCC method quantifies GHG emissions using a national sector-based approach. The approach estimates emissions from the production of products within defined national boundaries and emissions from the production of goods exported from a nation, but does not consider emissions from the production of goods imported into a country.

Approaches that can be used to examine the agricultural sector as a whole, evaluate trade-offs between the production of agriculture commodities such as milk and meat are needed in order to evaluate policies and practices designed to reduce the environmental impact of agriculture. One such approach is the life cycle assessment (LCA) that accounts for all GHG emissions associated with the production of a commodity. For livestock, this includes not only the direct emissions from animals but also indirect emissions arising from the production of inputs such as nitrogenous fertilizer and feed, even if the emissions associated with the production of these imported products were generated in other jurisdictions. The LCA approach supports the sector in understanding the source of impacts, identifying areas for improvements and assessing the impacts of best practices on GHG emission. The approach provides a baseline against which to measure improvements over time.

ACCOUNTING FOR EMISSIONS IN THIS STUDY

This study uses the FAO's Global Livestock Environmental Assessment Model (GLEAM)[5], a biophysical model to assess emissions from the dairy cattle sector. The current report provides an assessment of the emissions from the dairy cattle sector for the reference years 2005, 2010 and 2015 analyzing the trends in emissions and emission intensities from milk production. GLEAM 2.0 is a model using a life cycle assessment (LCA) method for the identification of all main emission sources along livestock supply chains; starting from land use and the production of feed through to animal production on farm and finally processing and transportation of products to the retail point.

This study focuses on major GHG emissions up to the farm-gate that make up the bulk of the emissions in livestock systems (Gerber *et al.*, 2013).

The three major GHGs emitted from agri-food systems are covered – namely methane (CH_4), nitrous oxide (N_2O) and carbon dioxide (CO_2).

The emission sources considered include:

(i) on-farm livestock rearing including enteric fermentation, manure deposition by grazing animals, manure management and application of manure to agricultural land;

(ii) fodder and feed production including application of mineral fertilizer, the cultivation of organic soils, crop residue decomposition and related upstream industrial processes (fertilizer production);

(iii) on-farm energy consumption related to livestock and feed production and energy consumption for the transport and processing of feed;

(iv) land use changes (LUC) induced by the production of feed (excluding grassland and grazing); and

(v) indirect energy related to the construction of animal housing and farm equipment.

Emissions from post-farm gate emissions (transport, processing and distribution to retail) and meat from the dairy sector are excluded.

Emissions are reported as CO_2 equivalent emissions, based on 100-year Global Warming Potential (GWP100) conversion factors. To estimate the impact of climate change, GLEAM 2.0 uses the latest GWP values from IPCC (2014): GWP100 CH_4 = 34 and GWP100 N_2O = 298.

Emission intensities are expressed per kilogram of fat-and-protein corrected milk (FPCM) at the farm gate. Dairy systems generate several saleable products, so the GHG emissions should ideally be allocated across the co-products. Meat from male calves, female calves in excess of replacement requirements, and culled cows is an inevitable and valuable co-product of dairy production. Different allocation methods can be used e.g. mass, biophysical, economic, or system expansion approaches for allocating the total emissions among co-products. This study utilizes a biophysical approach based on protein content to apportion emissions to products (milk and meat).

There are a few caveats to this work. Most importantly, the 2015 analysis of GHG emissions from milk production only considers changes in the dairy herd and milk yield. In the 2015 analysis, it is assumed that production factors such as feed composition, manure management systems are similar to those modeled in 2010. In addition, the analysis does not consider emissions after the farm-gate and emissions associated with the production of meat from the dairy herd. In some regions, beef is closely linked to milk production. The results from this analysis cannot be compared to FAO's previous analysis on GHG emissions because it is based on a revised methodology and dataset captured in the GLEAM 2.0 version.

The objective of this analysis is to assess the GHG contribution of the global dairy sector over time and to better understand where further mitigation potential is for the sector. Whilst the methodology used in this study is scientifically robust, care should be taken if trying to compare these outcomes to individual country or regional studies that may only assess parts of the dairy chain, or have had access to more specific primary data, utilized a smaller sample size or are even reporting for different purposes and as such applying different methodological approaches.

The vital output from this analysis for the dairy sector is the trend over the 10-year period and the knowledge of where to target mitigation actions.

[5] FAO. 2018. *GLEAM Model description.* Rome. http://www.fao.org/fileadmin/user_upload/gleam/docs/GLEAM_2.0_Model_description.pdf

3. TRENDS IN MILK PRODUCTION AND PRODUCTION EFFICIENCY

Almost 666.5 billion kg of milk was produced globally in 2015, 30 percent more than in 2005. Growth in global cow milk production during the decade (2005-2015) averaged 2.8 percent per annum (p.a.). Growth between 2005 and 2010 averaged 2.5 percent p.a., slower than the 3.1 percent p.a. observed during the period 2010-2015. The number of milking cows and milk production per cow (milk yield) also changed. Over the decade, average global milk yield per cow has increased from 2,180 litres in 2005 to 2,514 litres in 2015 (a 15 percent increase) while the number of milking cows increased by 14 percent.

REGIONAL MILK SUPPLIES

Figure 1 illustrates the milk production of 10 regions for 2005, 2010, 2015[6]. Western Europe and North America, (generally considered the traditional dairy cattle regions) in 2015 produced the bulk of milk from the dairy cattle sector; 22 percent and 15 percent, respectively. Despite this, their production shares in global milk production have declined (*Figure 2*). The share of global milk production has increased in other regions such as South Asia, Sub-Saharan Africa (SSA), West Asia and North Africa (WANA) – not surprising since these are currently some of the fastest growing milk-producing regions (*Figure 3*). In East Asia and Central and South America, production shares tended to increase between 2005 and 2010 and decline in 2015. While in the Russian Federation and Eastern Europe, the share declined in 2010, followed by increases in 2015. These shifts ultimately reflect differences in a range of factors across the regions that affect the profitability and productivity of dairy farms. Factors such as varying climate and landscape characteristics, production practices and milk price, etc.

GROWTH IN MILK PRODUCTION

During the decade, highest annual growth in milk production occurred in WANA (4.5 percent p.a.), South Asia (4.0 percent p.a.) and SSA (3.6 percent p.a.). Compared to other regions, in SSA, growth in productivity remains small given that it starts from a very low base. In Oceania, Eastern Europe, Central & South America, and the Russian Federation milk production grew at 3.8, 3.2, 2.9 and 2.3 percent p.a. between 2005 and 2015. Milk production in Western Europe and North America, on the other hand, grew only at 1.5 and 1.6 percent per annum, respectively – which is slower than the 2.8 percent p.a. observed at global level (*Figure 3*).

[6] Regions included in this study: Central & South America (CSA) , East Asia (EA), Eastern Europe (EE), North America (NA), Oceania (O), Russian Federation (RF), South Asia (SA), Sub-Saharan Africa (SSA), West Asia & Northern Africa (WANA) and Western Europe (WE). See **Annex** for countries included in each region.

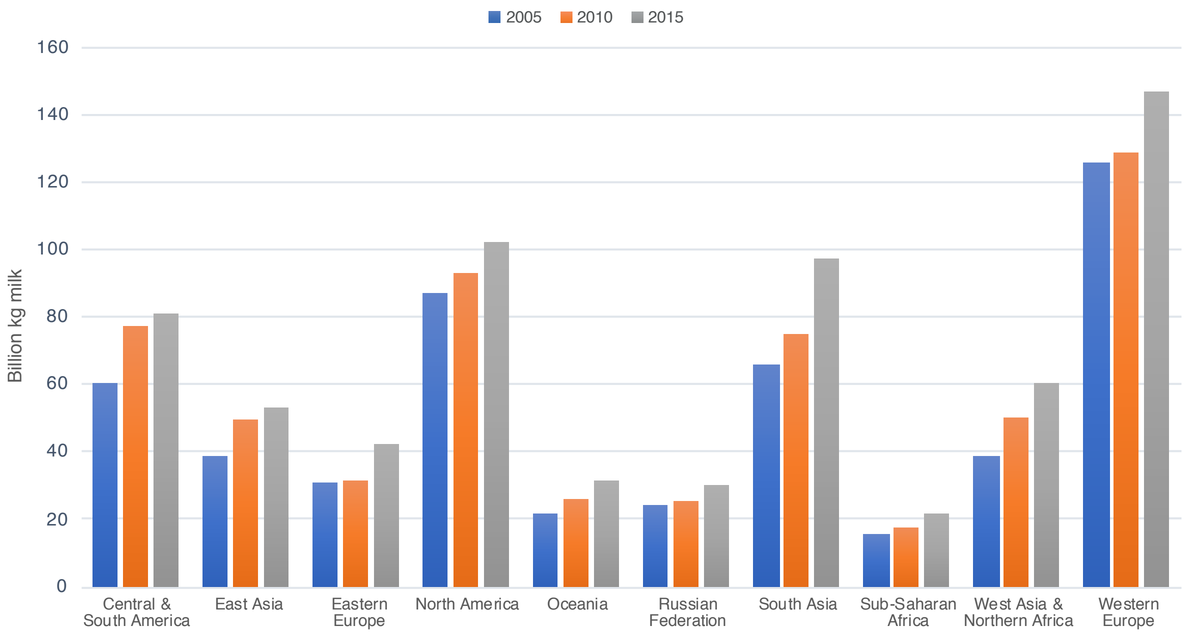

Figure 1: Milk production by region in 2005, 2010 and 2015

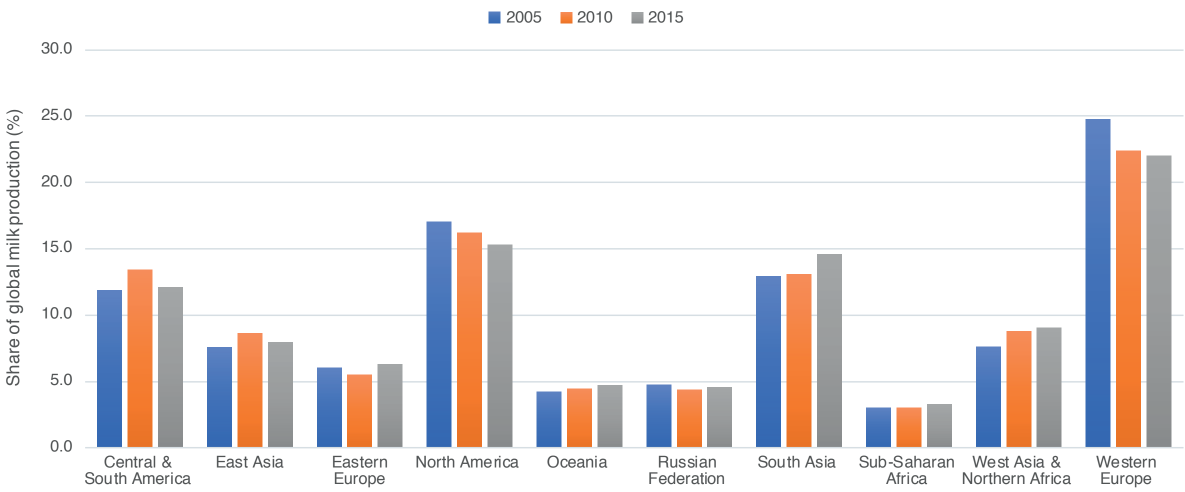

Figure 2: Regional share of global milk production in 2005, 2010 and 2015

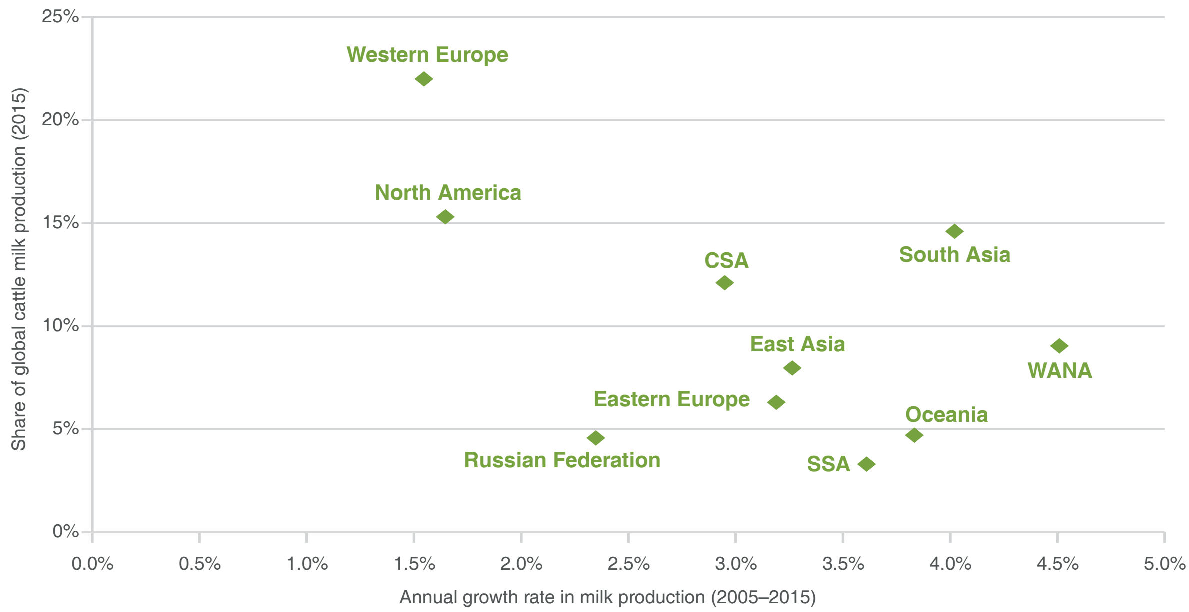

Figure 3: Growth in milk production by region in 2005-2015

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SOURCES OF PRODUCTIVITY GROWTH

In the dairy industry, productivity is often considered in terms of milk production relative to a single factor. Commonly used measures include milk production per cow per year (yield), or feed conversion efficiency (milk produced relative to herd feed consumption). While productivity growth has occurred in all regions *(Figure 4)*, this outcome has been achieved in different ways.

The growth in milk production over the decade (2005-2015) has been achieved either through higher yield growth per milking cow, increased number of milking cows or combination of both. Between 2005 and 2015, the global dairy herd[7] increased 11 percent driven mainly by East Asia, SSA, South Asia and CSA where the dairy herd grew by 31, 25, 11 and 10 percent, respectively. In 2015, dairy animals in these four regions accounted for 76 percent of the global dairy cattle herd. A stagnant trend in the dairy herd was observed for Western Europe (+0.1 percent) during this period.

During 2005-2015, growth in regional milk production has achieved through the following trends (*Figure 5*):

- **Regions with shrinking herds (combined reduction in milking animals and dairy herd) and increases in milk yield:**
  Over the 2005-2015 period, a reduction in the dairy herd was recorded for WANA (-1.4 percent), and Russian Federation (-11.4 percent). At the same time, the number of milking cows also decreased in the Russian Federation (-2.5 percent), and WANA (-4.6 percent). Despite a shrinking number of milking cows and dairy herd, the net effect of the changes in these regions was a significant growth of total milk production, driven largely by changes in milk yield.
  - WANA: increase in milk yield of 4 percent p.a. and a decrease in milking cows of 0.5 percent p.a.
  - Russia Federation: increase in yield of 3.3 percent p.a. and a decrease in milking cows of 0.2 percent p.a.
- **Regions where milk yield expanded faster than the increase in milking cows**:
  In some regions, the surge in milk production has been driven more by the increase in individual cow milk yield than the increase in milking animals.
  - South Asia: increase in yield of 3.6 percent p.a. and an increase in milking cows of 1.5 percent p.a.
  - Eastern Europe: increase in yield of 2.5 percent p.a. and an increase in milking cows of 0.6 percent p.a.
  - Central and South America: increase in yield of 1.6 percent p.a. and an increase in milking cows of 0.8 percent p.a.
  - Western Europe and North America: milk yield grew at 1.0 percent p.a. over the decade, while the number of milking cows increased at 0.3 and 0.4 percent p.a., respectively.
- **Regions where the increase in milking animals expanded faster than milk yield:**
  In East Asia and Oceania and Sub-Saharan Africa much of the gain in productivity growth has been associated with an increasing number of milking cows.
  - Oceania: increase in milking cows of 1.5 percent p.a. and a yield increase of 0.9 percent p.a.
  - East Asia: increase in milking cows of 2.2 percent p.a. and a zero annual growth in milk yield.
  - SSA: increase in milking cows of 3.8 percent p.a. and a slight decrease in yield of 2.5 percent p.a.

These differences in productivity growth rates by region reflect changes in regional industry structure, the extent of uptake of new technologies among farms within a region, and the unique characteristics of each region that affect the types of dairy farming systems.

[7] The dairy herd includes milking cows and replacement stock.

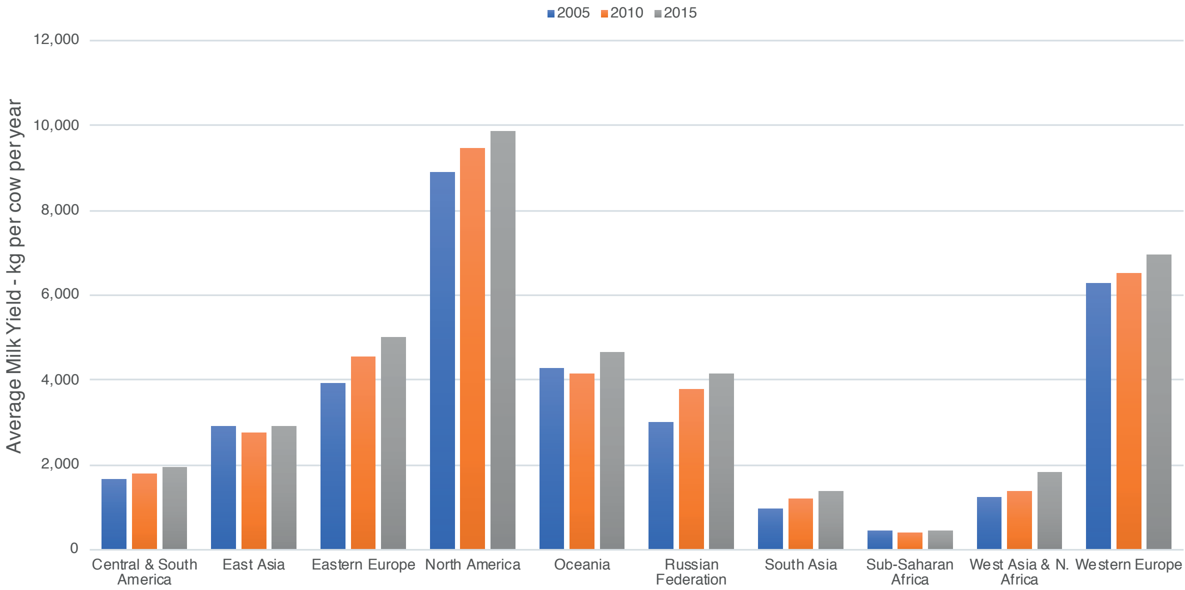

Figure 4: Trends in milk yield by region in 2005, 2010 and 2015

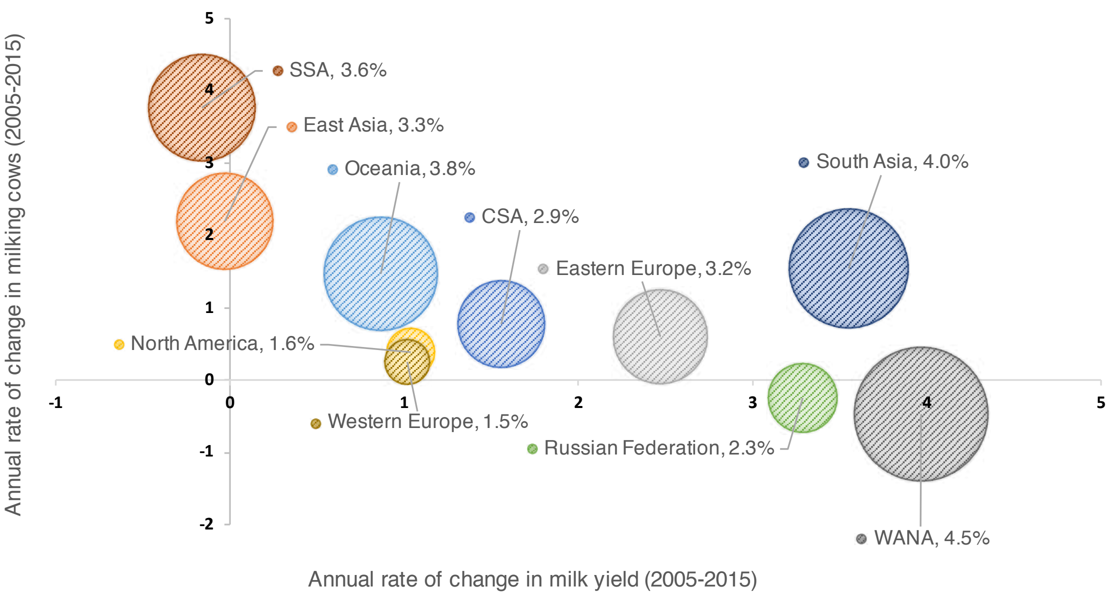

Figure 5: Annual rates of change in milking cows and milk yields (2005-2015, % p.a.)

Note: Size of bubble represents annual growth rate milk production 2005-2015

4. TRENDS IN EMISSIONS FROM THE DAIRY CATTLE SECTOR

Dairy farming is becoming more efficient as a result emissions per unit of product are falling. The emission intensity of milk has declined by about 1 percent per year since 2005. However, this reduction in emission intensity has been more than offset by the increased overall growth in milk output. As a result, absolute emissions are above the 2005 levels.

Dairy production systems are complex sources of greenhouse gas (GHG) emissions, notably of methane (CH_4), nitrous oxide (N_2O) and carbon dioxide (CO_2). Using a global life cycle assessment approach, in 2015 the sector is estimated to have emitted 1,711.8 million tonnes of CO_2 equivalent (CO_2-eq.) (*Figure 6*).

Total emissions have increased, by about 18 percent in 2015 relative to 2005 levels, because overall production has grown substantially in response to international demand. In 2015, emissions increased by 256 million tonnes CO_2 eq. (18 percent) above 2005 levels. Of this, 169 and 52 million tonnes CO_2 eq. are related to increase in CH_4 and N_2O emissions, respectively. This is not surprising when one considers the increase in cow numbers and average milk yield growth over the same period. The increased livestock productivity (milk yield per head) achieved since 2005 results in increased individual cow feed intake to meet higher energy demands which in turn results in higher emission rates per cow and increased CH_4 (*Table 1*) and N_2O emissions per animal.

Without gains in productivity (and assuming production grew at the same rate), to deliver the same amount of product, total emissions would have increased by approximately 38 percent rather than 18 percent between 2005 and 2015. As presented in the previous section, these changes in overall production and efficiency have not occurred homogeneously across the regions.

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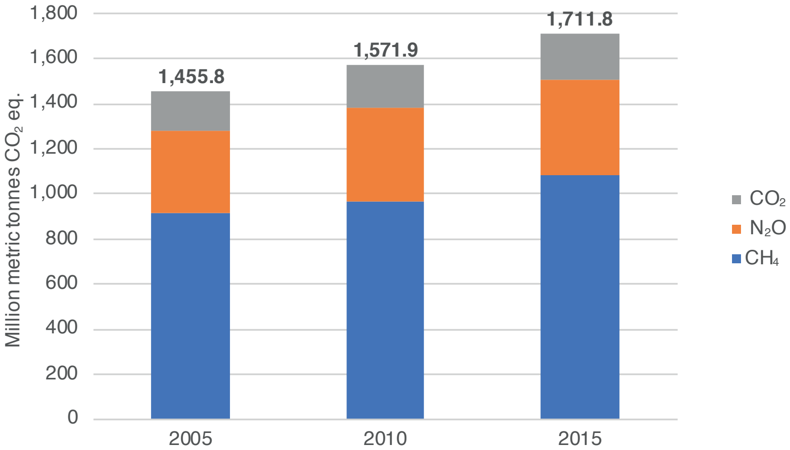

Figure 6: Absolute emissions from dairy cattle sector in 2005, 2010 and 2015 (million metric tonnes, CO_2 eq.)

Region	kg of CH_4 per animal per year		Average milk yield (kg per animal/year)	
	2005	2015	2005	2015
North America	111.0	116.6	8,899	9,867
Russian Federation	64.2	71.8	3,000	4,146
Western Europe	76.3	80.9	6,287	6,957
Eastern Europe	71.2	81.7	3,921	5,005
West Asia & Northern Africa	68.2	72.8	1,240	1,830
East Asia	69.5	69.1	2,915	2,907
Oceania	72.3	81.4	4,274	4,659
South Asia	60.8	62.1	979	1,388
Central & South America	82.2	84.6	1,668	1,947
Sub-Saharan Africa	46.1	46.4	464	457

Table 1: Enteric methane emissions per animal and milk yield

2

WHERE DO THE EMISSIONS COME FROM?

Dairy farms are a source of GHG emissions, mainly from enteric fermentation (methane) and manure management (methane and nitrous oxide) and feed production, transport and processing (carbon dioxide and nitrous oxide). Methane is produced as a by-product of the digestive process in animals through a microbial fermentation process. The quantity of methane emissions from enteric fermentation is determined by the animal's digestive system, diet and management practices. Livestock manure management produces both CH_4 and N_2O emissions. Methane is produced when manure decomposes under anaerobic conditions. The quantity of manure CH_4 emissions is determined by the type of treatment or storage facility, the ambient climate and the composition of the manure.

Nitrous oxide on dairy farms also comes from nitrogen inputs mostly dung, urine, and nitrogen based fertilizers. N_2O is 298 times more potent than CO_2. A large contribution to N_2O emissions is the excess dietary nitrogen that is excreted in manure and urine. Emissions from fertilizer application occur when nitrogen applied is converted to N_2O either directly through the process of nitrification and denitrification, or indirectly via ammonia gas which is redeposited on to soil and leached.

Carbon dioxide is emitted when various types of fossil fuels are combusted for energy purposes. Energy is used in various processes/activities on the farm e.g. milking, grain drying and field operations, as well as in industrial processes e.g. mineral fertilizer and feed production and in transport and processing of dairy products.

Figure 7 shows the percentage contribution that each source of emissions makes to the overall emissions calculated for 2005 through to 2015. The largest three contributing sources account for the bulk of total emissions from milk production in 2015 and their individual contributions are as follows:

- Methane from enteric fermentation emissions (58.5 percent of total emissions).
- Emissions (CO_2 and N_2O) from feed production, processing and transport (29.4 percent).
- Emissions (CH_4 and N_2O) from manure management (9.5 percent).

These same sources contributed the bulk of emissions in 2005.

Since enteric fermentation contributes more than half the total of emissions, this area represents a potential opportunity for mitigation. Emissions associated with feed production point to a potentially applicable strategy for reducing GHG emission intensity of milk, i.e. improving feed conversion efficiency defined as the amount of feed input for producing a given quantity of milk. Improving feed conversion is an attractive strategy that will not only contribute to reducing emission intensity but also improving farm profitability given that feed costs form a large share of overall farm costs.

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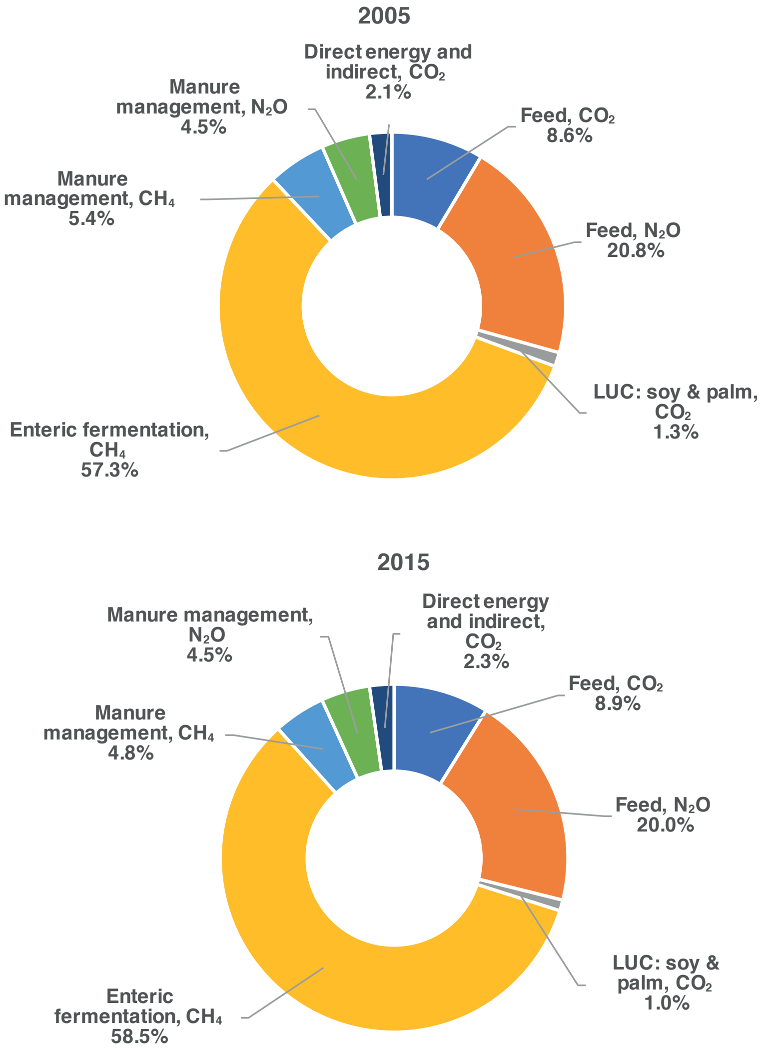
Figure 7: Sources of emissions from the global dairy cattle systems in 2005 and 2015



LEGEND:

LUC, emissions from the expansion of cropland for feed production;

Feed CO_2, emissions from the production, processing and transport of feed;

Feed N_2O: direct and indirect emissions from fertilizer application, applied and deposited manure, and decomposition of crop residues;

Direct energy CO_2, emissions from energy use on-farm (milking, heating, ventilation etc.);

Indirect energy CO_2, emissions related to the construction of on-farm buildings and machinery;

Manure management, CH_4 and N_2O emissions from manure storage and processing.

2

GAINS IN PRODUCTIVITY CAN CONTINUE TO LIMIT THE RISE IN EMISSION INTENSITY

The analysis shows that between 2005 and 2015, emission intensity of milk has decreased from 2.8 to 2.5 kg CO_2 eq. per kg FPCM, an 11 percent decrease over the ten-year period (*Figure 8*).

Emissions per unit of product have decreased, because production has become more efficient. Improved animal genetics and management, combined with better grassland management and feeding practices mean that farmers are adapting resources more efficiently to increase their outputs. For example, the analysis shows that more of the feed consumed by animals is used for production than for animal maintenance; higher milk production (largely driven by increasing milk yields per cow) has contributed towards lowering emission intensities. Higher milk yields imply a shift of the cow's metabolism in favor of milk production and reproduction rather than maintenance, contributing to lower emission intensities. A high-producing dairy cow requires more nutrients per day than a low producing dairy cow; the cow with a daily milk output of 14 kg milk/day uses 47 percent of consumed energy for maintenance whereas a low producing cow (1.4 kg milk/day) uses 75 percent of energy intake for the maintenance. *Figure 9* illustrates the percentage of dietary intake required to meet maintenance energy requirements in milking cows given an average regional milk yield.

The global trend of declining emission intensities is also reflected at regional level (*Figure 10*). Emissions intensities have declined for all regions reflecting continued improvements to on-farm efficiency achieved via improved individual animal productivity. There is however a distinct difference in emission intensities between regions: generally, emission intensities of milk production is lowest in more developed dairy regions (below the global average) while regions like South Asia, SSA and WANA have higher emission intensities (ranging between 4.1 to 6.7 kg CO_2 eq. per kg FPCM in 2015).

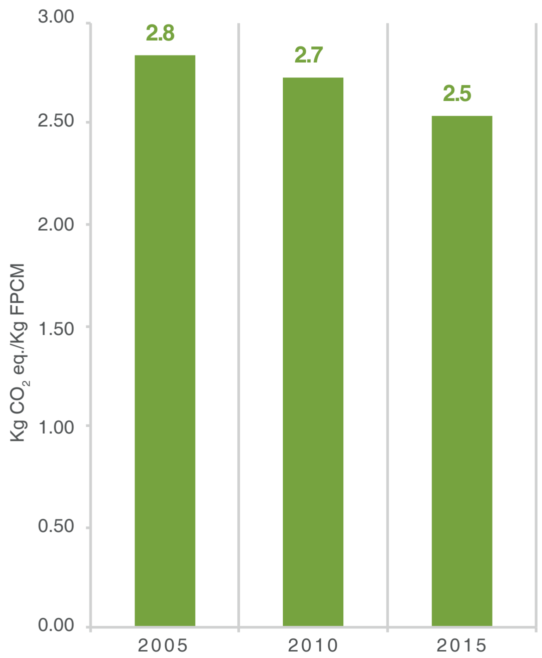
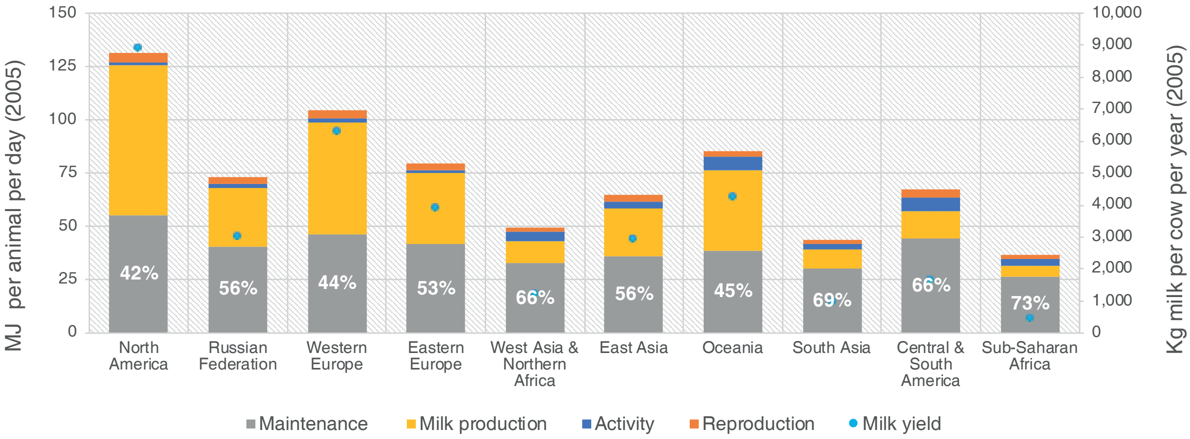


Figure 8: Average emission intensity of milk in 2005, 2010 and 2015



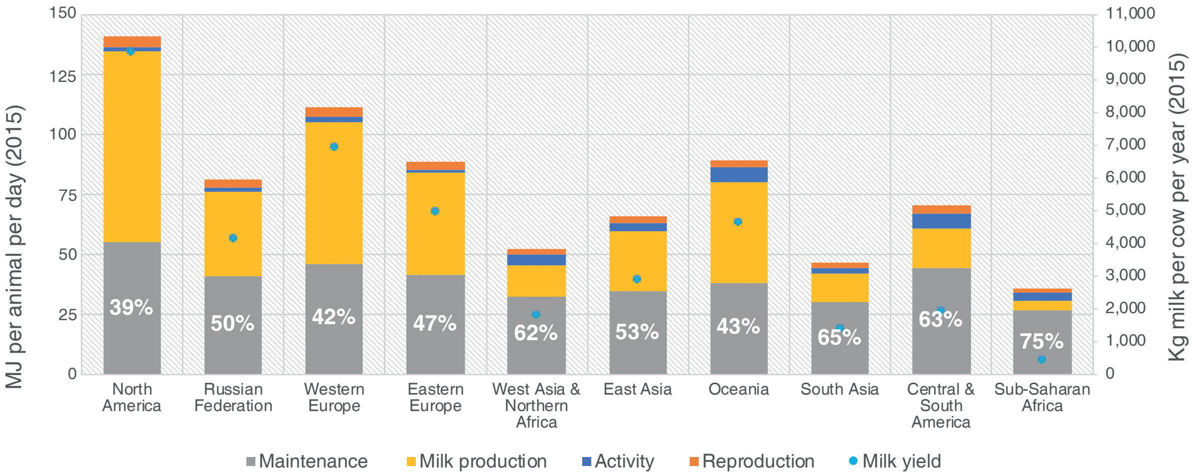


Figure 9: Distribution of feed energy use of milking cows (2005 and 2015)

Note: As a cow eats more and produces more milk, her total energy use, especially milk energy output, increases and the energy needed for maintenance is diluted. This "dilution of maintenance" is the primary reason that efficiency of nutrient use has increased in the dairy industry.

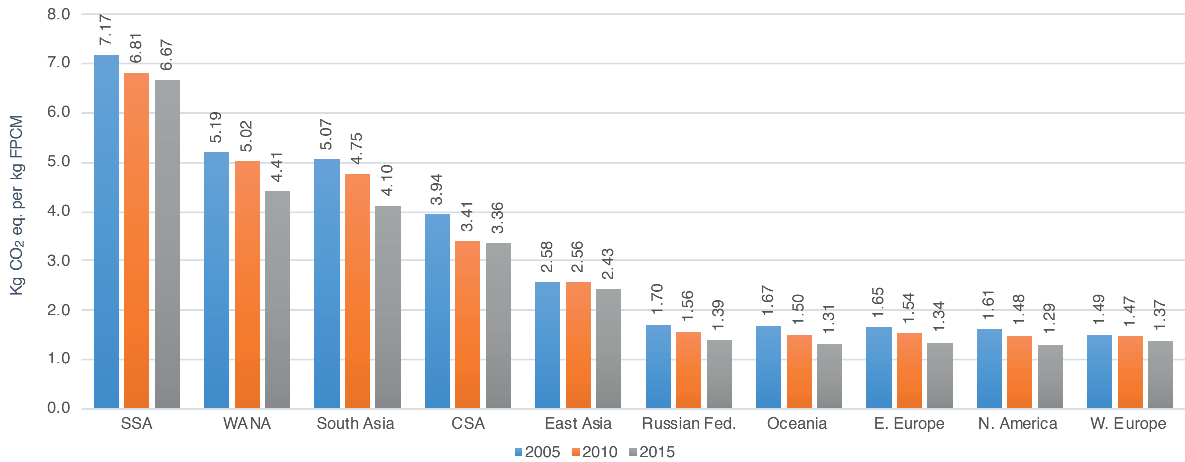


Figure 10: Trends in emission intensity of milk by region (2005, 2010 and 2015)

Within each region, there is a wide variation in emission intensity which is closely related to diversity in the production and management practices (*Figure 11*). The highest variability in emission intensity is observed in the low-and-middle income regions. The existence of a wide variability suggests that opportunities exist for reductions in GHG intensity of milk through the adoption of practices associated improvements in efficiency.

TRENDS IN EFFICIENCY GAINS IN MILK PRODUCTION AND EMISSION INTENSITY

The dairy sector has seen a continued increase in productivity and reductions in emissions intensities driven by efficiency gains in production. These changes are the cumulative benefits resulting from improvements in nutrition, genetics, reproductive performance, disease control, and improved fertilizer practices and enhanced management at herd and animal level. *Figure 12* illustrates how the emission intensity of milk follows a non-linear trend: as milk production increases, the contribution of maintenance emissions decreases relative to production-related emissions. The figure also shows a downward shift of the curve in 2015 which is a reflection of further efficiency gains and lowering of emission intensities. Most of these gains have been achieved in low productivity countries as demonstrated by the gap between the two curves (*Figure 13*). Gains in saved GHG emissions through increased milk yield is marginal for milk production systems with milk yield above 5,000 kg milk per cow per year. The inflection point for this relationship is approximately 1,200 kg FPCM per cow per year; this is the milk yield that should be the minimum performance targeted for sector-wide maximum reduction of intensity globally.

The largest reduction potential for increased milk yield is therefore in systems that yield below 2000 kg FPCM per cow per year. In an extreme case of a very highly productive animal, where almost all emissions arise from the production of milk and animal maintenance becomes negligible, further increasing the amount of production per animal will result in only minor additional reductions in emissions intensity.

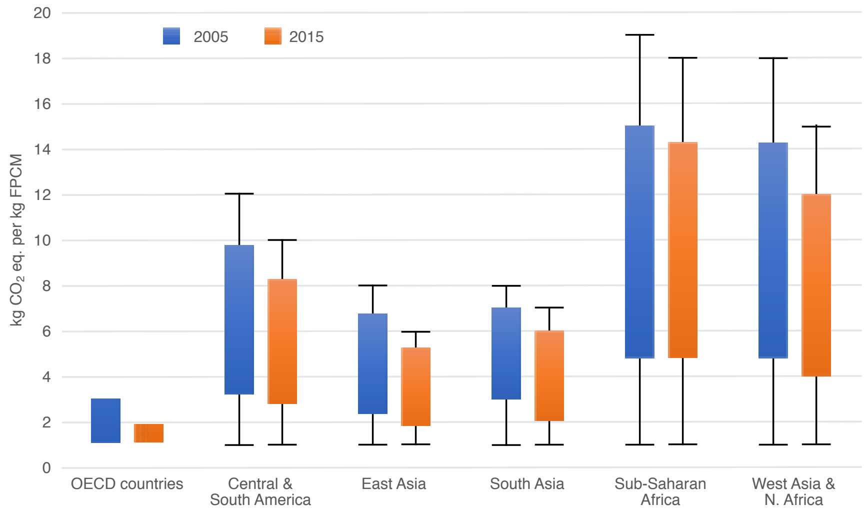


Figure 11. Box plots of the emission intensity of milk (kg of CO_2-equivalent/kg of FPCM)

Note: The shaded area represents 90% of the distribution of the emission intensity of milk within each region

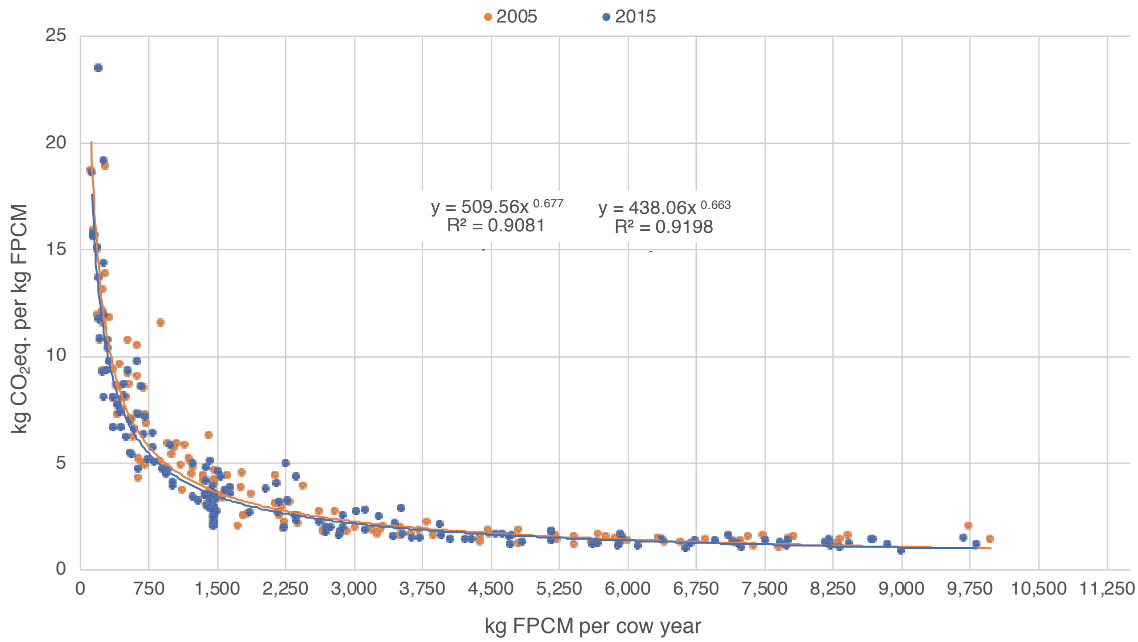


Figure 12: Emission intensity and milk yield

Note: Each dot represents a country. The fitted line clearly indicates an inverse relationship between milk yield per cow and emission intensity, i.e. as milk yield increases there is more milk to spread the emissions over.

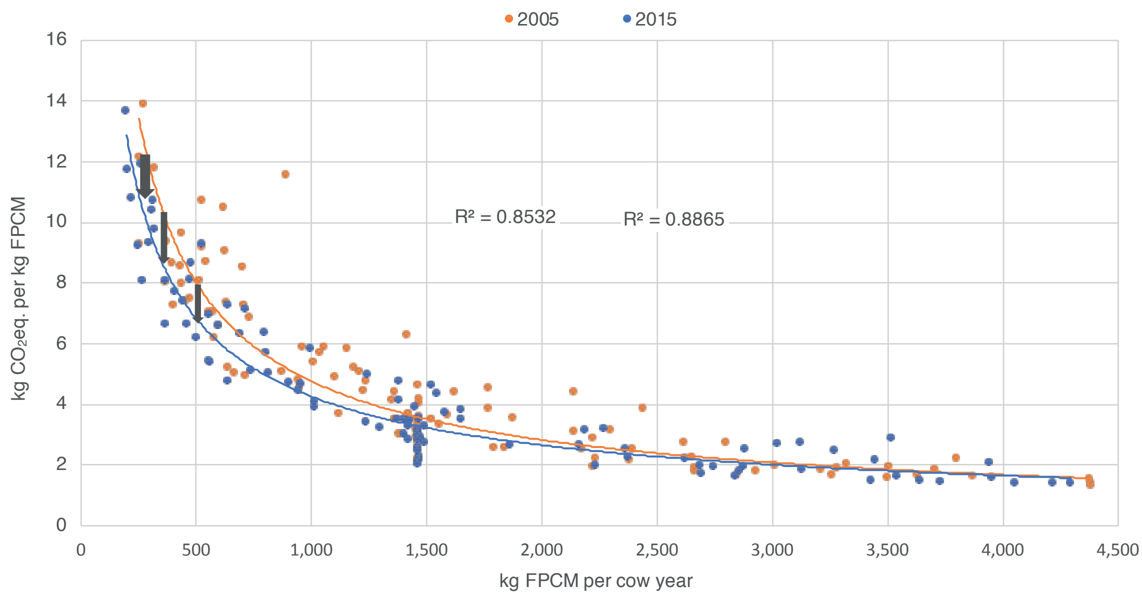


Figure 13: Emission intensity and milk yield (for milk yield levels lower than 4500 kg of milk per cow per year)

Note: Each dot represents a country.

5. HOW CAN THE DAIRY SECTOR PLAY ITS PART?

The dairy sector is already part of the solution to address climate change. However, the sector needs to accelerate its current efforts by: 1) Continuing to improve production efficiency, the sector will also continue to reduce emission intensity of milk. To achieve this, the sector needs to urgently act to realize the existing potentials for GHG emission reduction through technological and farm best practices interventions and solutions; 2) Fostering changes in production practices that protect carbon sinks (grasslands and forest) by targeting drivers linked to degradation of natural ecosystems, agricultural expansion and deforestation; and 3) Reducing its demand for resources by better integrating livestock into the circular bio-economy. This can be achieved by recycling and recovering nutrients and energy from animal waste, or closer integration of livestock with crops and agro-industries at various scales to make use of low value and low-emission biomass.

While there has been a general trend in emission intensity reductions across the regions, reductions in emission intensity have not translated into reductions in absolute emissions. With the exception of the North America, where emission intensity decreased 2.2 percent p.a. while milk production increased by 2.1 percent since 2005 and absolute emissions decreased by 5 percent. The other regions all recorded increases in absolute emissions *(Figure 14)*. For reductions in absolute emissions to occur, the rate at which milk production increases has to be lower than the rate at which emission intensity decreases. Increasing animal productivity usually increases emissions per cow (due to higher feed intake), thus reductions are only achieved if product output is capped.

Earlier sections have described the high variability in emission intensity at global and regional level, highlighting a wide gap between producers. This gap provides room to mitigate emissions within existing systems. *Figure 15 a and b* illustrate the gains that have been achieved in narrowing the emission intensity gap between 2005 and 2015 for two regions. The figures show that narrowing the gap between producers will lower the average emission intensity by bringing the emission intensity of the majority closer to the most efficient. In this context, the dairy sector can positively address climate change in a number of ways. This includes reducing emissions through the adoption of cost effective mitigation measures. However, the mitigation potential of agriculture and food production is challenging compared to other economic sectors. This is because emissions from the agri-food sector stem from biological processes.

A particular challenge in the transfer of technologies and best practices to farmers is the diversity of the production systems, as well as the diversity of the physical environments in which farmers operate – exemplified by the wide distribution in emission intensity observed.

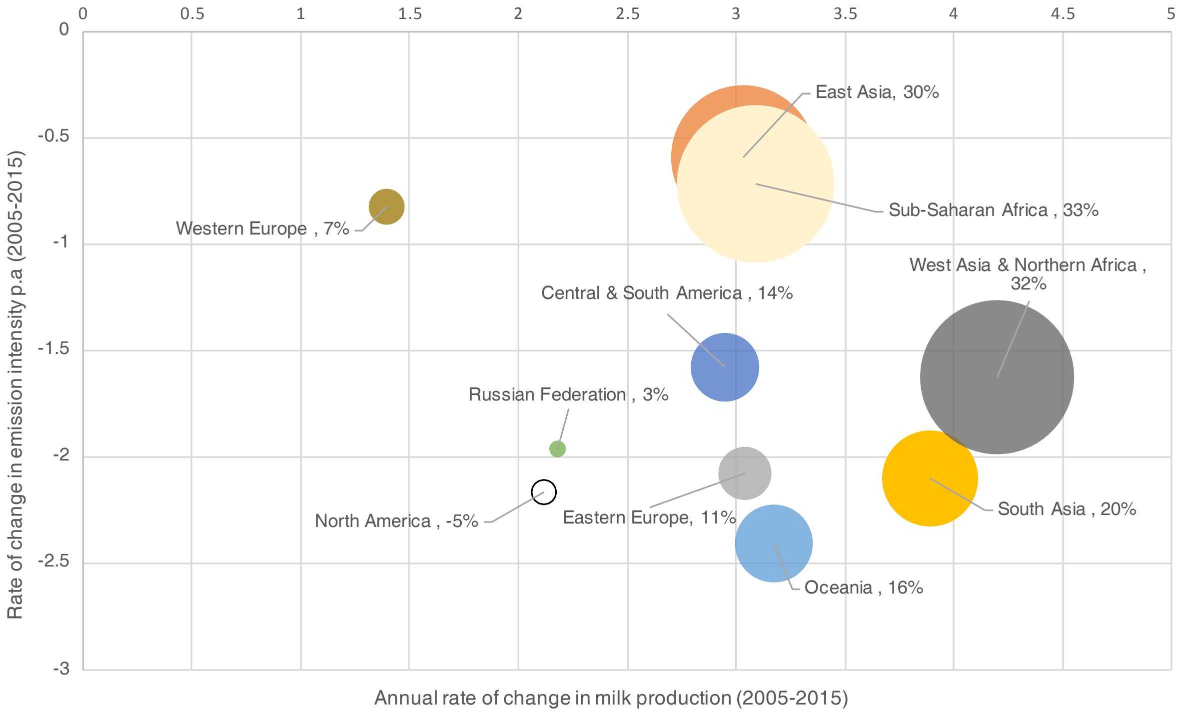


Figure 14: Trends in emission intensity and production by region (%)

Note: Size of bubble represents the percentage change in absolute emissions (2005-2015).

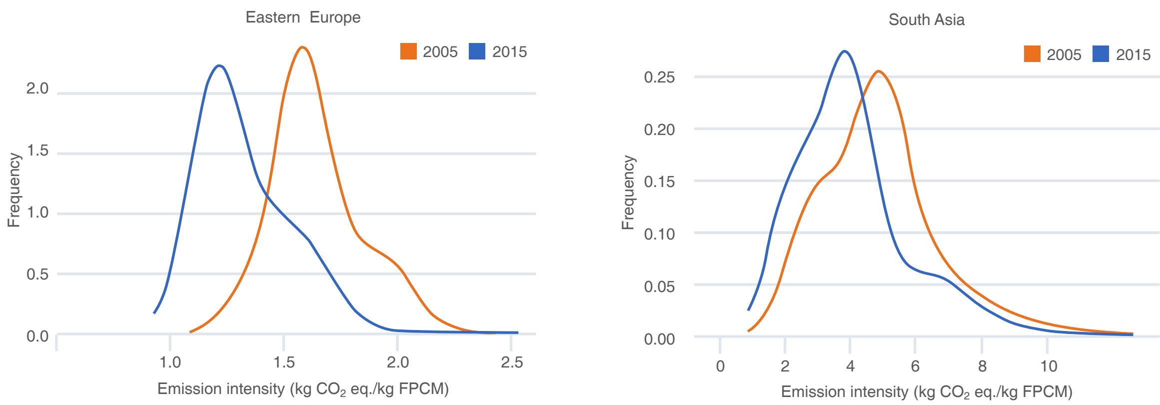


Figure 15 (a, b): Illustration of emission intensity gap in 2005 and 2015 for Eastern Europe and South Asia

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Box 1

OPTIONS FOR REDUCING GHG EMISSIONS FROM THE DAIRY SECTOR

The mitigation options outlined below are consistent with improving the efficiency and profitability of the dairy farm. Enhancing animal productivity has several dimensions including feeding, reproduction, health, genetics and overall management of the animal operation. In many parts of the world, particularly in low-and-middle income regions, the single most effective GHG mitigation strategy is to increase animal productivity. Adopting these practices and technologies could significantly reduce the emission intensity of milk.

FEED AND FEEDING MANAGEMENT

- Increase feed efficiency by optimizing the energy and protein content in feed.
- Use of precision feeding techniques to match animal requirements with dietary nutrient supply.
- Use more locally produced feed and source low-emissions feeds such as by-products.
- Store more carbon in the soil by means of better grassland management.

MANURE MANAGEMENT

- Improve manure collection, storage and utilization.
- By using cow manure in biogas systems it is possible to: reduce emissions of GHGs associated with the storage of manure; improve the quality of fertilizer and replace fossil energy sources
- A switch from raw to composted manures can greatly reduce emissions.

FERTILIZER MANAGEMENT (MANURE AND COMMERCIAL FERTILIZER)

- Optimize consumption relative to need.
- Lower manure application rates and the incorporation of manure into soils can reduce emissions while maintaining farm productivity.
- Use commercial fertilizer produced in an environmentally friendly way with a low carbon footprint.
- Spread fertilizer at the optimum time and with the best technology.

ENERGY USE AT THE FARM

- Reduce fossil fuel energy use (e.g. electricity and diesel).
- Increase the use of sustainable energy, e.g. wind energy and biofuel to replace fossil energy sources.

ANIMAL HEALTH AND HUSBANDRY

- Management of herd structures to reduce the number of non-productive animals through improved animal and herd fertility and reproduction is an effective approach to reduce emissions per unit of milk and increase dairy profitability.
- Reducing the prevalence of diseases and parasites would generally reduce emissions intensity as healthier animals are more productive, and thus produce lower emissions per unit of output.
- Improving the genetic potential of animals through planned cross-breeding or selection within breeds, and achieving this genetic potential through proper nutrition.

WHAT PATHWAYS ARE AVAILABLE TO NARROW THE GAP AND LIMIT GROWTH IN EMISSIONS?

Dairy farms are highly variable in terms of landscape, land use, soil characteristics, and farm management practices. They are particularly complex systems with multiple interacting components, and determining the best approaches to reduce GHG emissions will depend on the specific local conditions and objectives of each individual farm including farmer skills and knowledge. There is however considerable scope for reducing emissions and creating off-sets.

The inherent complexity of the sector coupled with the unique challenges of climate change, suggests that it is undesirable to rely and focus on a single pathway to reduce emissions. Reducing the 'emissions gap' through a combination of pathways will also allow the sector to broaden its potential to reduce its impact on global GHG emissions.

Reducing emission intensity through further gains in production efficiency

The best approach to keep reducing emission intensity is for producers to continue to increase their production efficiency as much as possible, and as fast as possible. Production efficiency is minimizing the amount of inputs (e.g. feed) and waste (e.g. GHGs) to produce a given quantity of output. GHG emissions represent inefficiencies in dairy systems. The loss of methane and nitrous oxide into the atmosphere means that energy and nitrogen inputs which could be directed towards production is lost. While some level of emissions is expected, there are many opportunities to reduce GHG emissions, achieve efficiency and ultimately profitability. Feed is the largest single cost to dairy producers and its efficient use will improve net income and reduce potentially negative impacts on the environment. The results for the analysis show how feed conversion efficiency (FCE) across the regions has improved between 2005 and 2015, i.e., with increasing milk productivity per cow relatively lower feed inputs were used to produce 1 kg of FPCM (Figure 16). As a secondary consequence, it also involves a reduction in the amount of greenhouse gases per kg of milk. Over the past decades, farmers have steadily improved feed and nutrition, animal genetics, pasture management, and animal health (Box 1). These options have the potential to provide cumulative gains as is demonstrated by the reduction in emission intensity. In regions where emission intensity is high, future efforts must therefore focus on the promotion of solutions that improve farm profitability performance, while also reducing emission intensity. There are clear relationships between mitigation measures in the area of climate change, food security and other development objectives. These measures need to be maximized in the context of an expanding dairy sector particularly in low-and-medium income regions where emission intensity is high and demand is expected to continue.

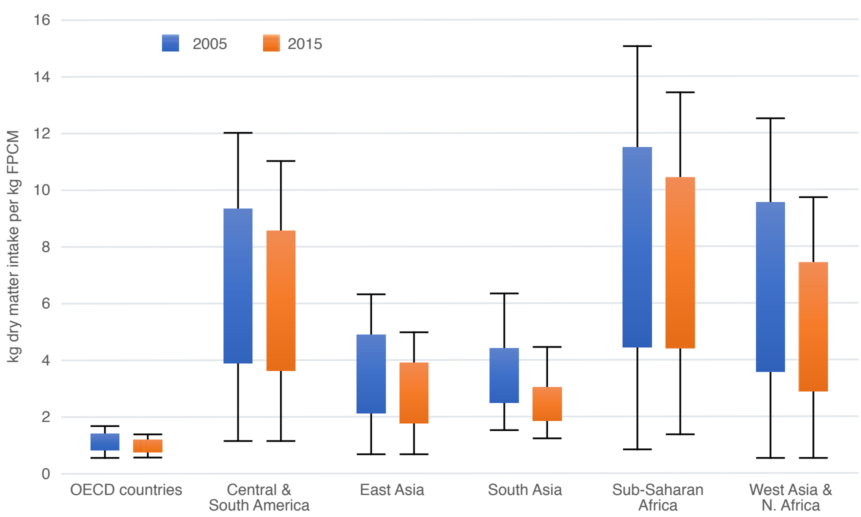

Figure 16. Feed conversion efficiency (FCE) of milking cows

Note: FCE is commonly used to determine how efficiently cows are converting their diet into milk. Put simply, it's a measure of how many kilos of milk are produced by the cow from each kilo of dry matter consumed. Making improvements in FCE will almost always be profitable as it means getting more milk per unit of dry matter fed or alternatively, the same amount of milk could be achieved by feeding lesser amounts of feed.

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Attachment: Letter of Appeal (SPH Appeal of PC Approval of UP PLN2021-0104 - Kooistra Dairy)

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Reducing the growth in absolute emissions

As the emissions intensity gap is increasingly narrowed, it will become progressively more difficult to find further solutions and gains in efficiency, unless avant-garde cost-effective scientific breakthroughs (such as methane inhibitors, methane vaccine or lower methane-emitting animals) change the fundamentals of ruminant production.

The scope to make large reductions in the total emissions from the dairy sector without compromising output is limited. Reducing absolute emissions will require a combination of constraining production (appreciating that this would be challenging with increasing consumer demand) and achieving significant breakthroughs in developing new mitigation technologies and strategies. Some solutions to address the dilemma of increasing emissions is for the sector to focus on enhancing and maintaining carbon storage and identifying key strategies to narrow the circularity gap in the sector.

Increasing the quantity of carbon stored in agricultural soils has the potential to offset emissions of GHGs to the atmosphere. Globally, grasslands are estimated to contain 343 tonnes of carbon, nearly 50 percent more than is stored in forests (FAO, 2010)[8]. In practice, enhancing natural sinks over the long run will require tackling the drivers of the degradation or destruction of these ecosystems at all scales. Encouraging more sustainable farming practices and ensuring the conservation of grasslands and forests would most effectively address the twin challenges of deforestation and soil degradation, enabling better carbon storage overall. However, realizing this mitigation potential is technically challenging. The lack of methods and data to account for soil carbon stock changes is an important barrier. This challenge is further compounded by the ecological uncertainties, both on the permanence of these carbon stocks, the complex links between nitrogen and carbon cycles, the risks of non-permanence due to reversal in land use or changes in practices, and regarding the exact impact of climate change on carbon sequestration potential. The potential for carbon sequestration and techniques for achieving it are country/region specific, and differ across soil types, management practices and climate.

The application of circular strategies ensures that less CO_2 is emitted. This can be done by reducing food losses and waste along the supply chain, by improving waste management, or by making optimum use of residue streams. FAO (2011) found that in low-income countries, on average, loss of milk and dairy products during post-harvest handling and storage, as well as during distribution and retail, is relatively high at 7 and 9 percent, respectively. Access to cooling is a particular factor at play here. In sub-Saharan Africa, losses during post-harvest handling and storage was the highest at almost 11 percent. Losses in production are also significant in medium-and high-income countries since disease in dairy cows (mostly mastitis infections) causes approximately 3 to 4 percent decrease in milk yield. However, in high-income countries, waste at the consumption level makes

[8] FAO. 2010. *Challenges and opportunities for carbon sequestration in grassland systems.* Rome. 67pp. http://www.fao.org/docrep/012/i1399e/i1399e.pdf

up the largest proportion of total loss and waste. Circularity may be achieved by managing flows of biomass, nutrients and energy at various scales: within farms, at landscape/regional level, within the food system, and at global scale.

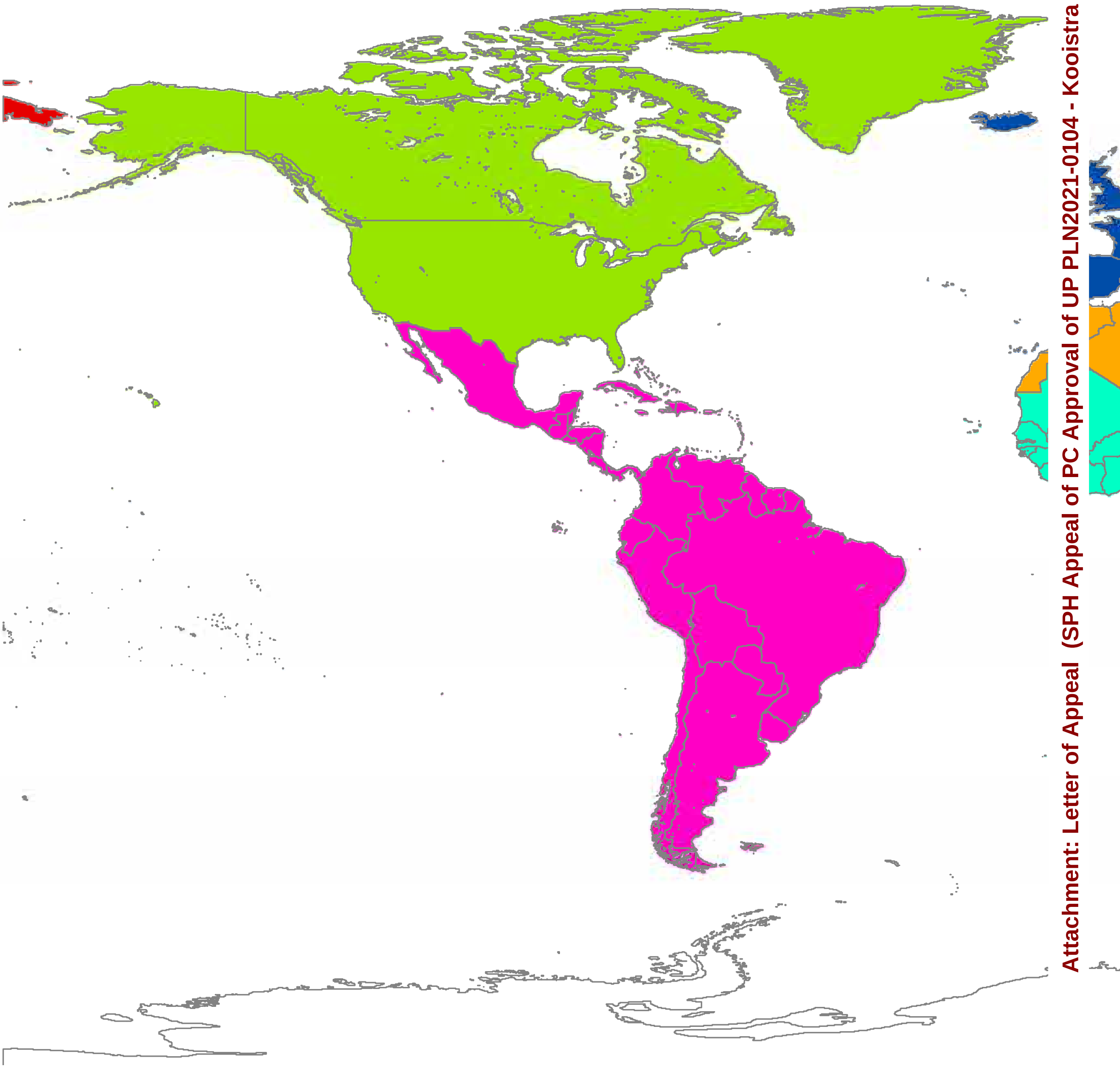
High potential - if enabling environment is implemented

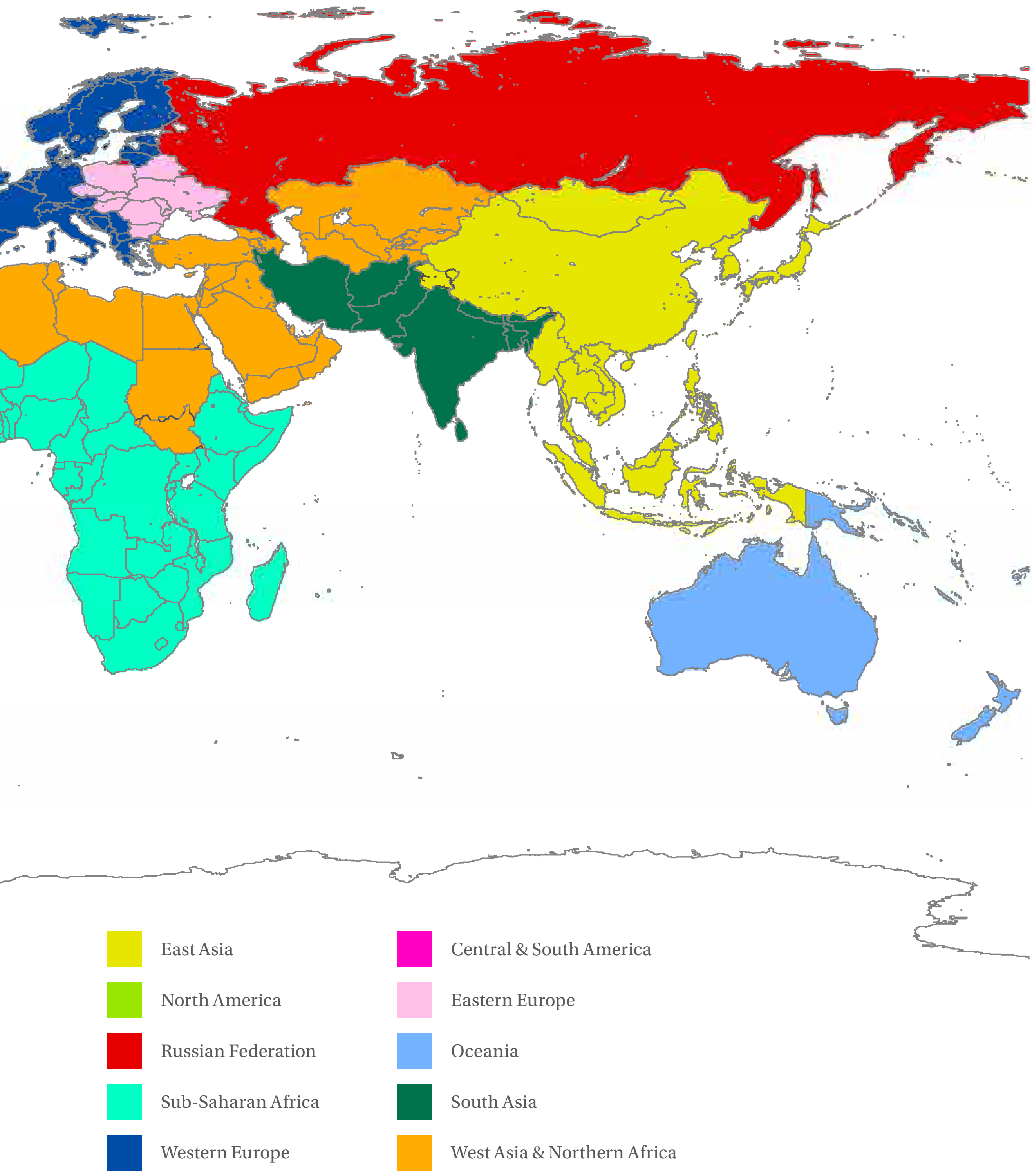
Reducing emissions will depend on a combination of innovative technology and farmers adopting existing best practices. Farm management practices that lower emissions, including some that improve productivity, are known and available. Yet, progress in reducing emissions is affected by the diversity in dairy production systems. Identifying ways to accelerate the rate of progress and overall results needs consideration. Addressing the underlying causes for slow adoption of practices and technologies is vital.

The wide spread adoption of mitigation measures will require significant investment in research and knowledge transfer. Research on climate change mitigation and uptake of more carbon efficient management practices are interlinked. Technology and knowledge transfer efforts must focus on narrowing the spread in emission intensities and bringing the least efficient farmers closer to the most efficient. On the other hand, research on novel GHG mitigation reduction technologies will be important in further reducing emission intensity of farms that are already carbon efficient. However, even if technological breakthroughs occur, it may still take many years for a majority of farmers to adopt them. Both support and incentives will be required to accelerate the adoption of viable new technologies.

Unlocking the potential of the dairy sector requires concerted action by all stakeholders to invest in the sector, support and undertake research, promote innovation and provide incentives to accelerate the translation and implementation of low-carbon efficient technologies and practices. These actions will need to take into account the diversity of the sector and the people that depend on it.

ANNEX




East Asia
North America
Russian Federation
Sub-Saharan Africa
Western Europe
Central & South America
Eastern Europe
Oceania
South Asia
West Asia & Northern Africa

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Attachment: Letter of Appeal (SPH Appeal of PC Approval of UP PLN2021-0104 - Kooistra Dairy)

Exhibit 2

Livestock Methane Emissions in the United States

Confirmation that US EPA estimates of methane production are accurate.

Updated: April 10, 2

The Proceedings of the National Academy of Sciences published in Nov. 2013 a comprehensive and quantitative analysis of anthropoge (i.e., human-made) methane emissions in the United States (Miller et al., 2013 (http://www.pnas.org/content/early/2013/11/20/1314392110.abstract)). The analysis used measurements of regional atmospheric methane concentrations to estimate and characterize total methane emissions for the U.S. One of the conclusions of the study, directly related to animal agriculture, was that "...emissions due to ruminants and manure are up to twice the magnitude of existing [i.e., US EPA] inventories," This conclusion created a justifiable concern among animal scientists and deserves a closer look.

We contacted the authors and in a series of conversations concluded that their complex and important analysis had one significant drawback - the method used to differentiate methane emissions from "ruminants" (the term used by the authors also includes manure emissions and emissions from non-ruminant farm animals and wild ruminants) from other anthropogenic sources. In a nutshell, the stud assumed that methane emissions over states with large animal industries, but fewer other sources of methane, are emissions from ruminants. There are apparently large uncertainties in this kind of approach. By the authors' own words "The uncertainties on the sector based [methane] budget estimates are large..." and as a result, "...the atmospheric methane...estimates by source sector [for example, ruminants vs. other methane sources] often have larger confidence intervals [i.e., low reliability of the prediction]".

We evaluated the validity of the conclusions regarding methane emissions from ruminants by Miller et al. by utilizing a relatively simple "bottom-up" method based on current livestock inventories and enteric or manure methane emission factors (see Hristov et al., 2014 (http://www.pnas.org/content/111/14/E1320.extract)). Our approach took into consideration the number of animals in each of several ca categories (beef cows, dry and lactating dairy cows, beef and dairy heifers, steers and heifers on feed, bulls, and calves) and feed consumption and methane production rates per unit of dry matter intake for each animal category.

As with every indirect method, this "bottom-up" approach has to use a series of estimates (with their own uncertainties), which are, however, based on research data from animal measurements. Animal scientists have generated large datasets of enteric methane emiss rates per unit of feed or energy intake and although there is animal-to-animal variability, average methane production rates are representative for the majority of ruminant production systems. Since methanogenesis in the rumen is substrate-dependent, methane production data derived from studies utilizing respiratory chambers (or other techniques) are representative of field emissions. In other words, a ruminant animal cannot produce more methane from ruminal fermentation (lower gut fermentation is a minor contributor to methane emissions) than what fermentation of the ingested feed will allow.

A methane dataset we have generated for a recent FAO report(http://www.fao.org/docrep/018/i3288e/i3288e00.htm) (Food and Agriculture Organization of the United Nations) and similar meta-analyses by others have yielded a relatively close range of methane production rates per unit of feed intake. For cattle fed forage/concentrate rations (most dairy cows in the U.S.), for example, these rates a on average around 20 g of methane/kg dry matter intake. Cattle fed diets with a greater proportion of concentrate feeds, such as grain-finished feedlot cattle, will produce less methane because starch yields less fermentation gases than fiber.

A recent chamber study by Hales et al. (2013; J. Anim. Sci., 91:819-828) reported emission rates of around 7.8 to 12.8 g/kg dry matter intake for cattle fed 90% concentrate/10% forage diets. Based on these resources, methane production rates were assumed at 8 to 13 (cattle on feed) or 20 (all other categories) g/kg feed dry matter intake. Minimum and maximum emissions were estimated with a range o one standard deviation (for most animal categories: ± 4 g/kg). Contributions to methane emissions by other ruminants or non-ruminant herbivores (sheep, goats, wild ruminants, horses, etc.) are small in the U.S. and were not included in our analysis.

In addition to emission rates, another important factor in our analysis was feed intake. For most animal categories feed dry matter intake was based on the beef (2000) and dairy (2001) National Research Council (NRC) requirements and ranged from 3.8 (calves < 500 lbs liv weight), to 9-10 (cattle on feed or other steers and heifers > 500 lbs), 11 (beef cows), and 22 kg/d (dairy cows).

For animal inventories, we used the USDA-National Agricultural Statistics Service(https://www.nass.usda.gov/) livestock inventory estimates for 2013. Total cattle inventories in 2013 were 89,299,600 head (including 29,295,200 beef cows, 9,219,900 dairy cows, anc 13,351,700 cattle on feed, among other categories). This is down about 7-8% from the 97,003,000 to 96,035,000 total cattle inventorie in 2007-2008, the years the Miller et al. analysis was based on.

Using USDA-NASS cattle inventories and the above estimates for dry matter intake and emission factors, total U.S. methane emissions from enteric fermentation were estimated at approximately 6.2 tera grams (Tg; i.e., 10^{12})/yr (min = 5.0 and max = 7.5). In the most recent US EPA publication (DRAFT Inventory of U.S. Greenhouse Gas 6 Emissions and Sinks: 1990 - 2012 (http://www.epa.gov/climatechange/ghgemissions/usinventoryreport.html)) methane emissions from enteric fermentation, i.e. rumen and large intestinal microbial fermentation, were 6.71 Tg in 2012 and were slightly higher, 7.00 Tg in 2008. Of the 2012 emissions, 71.3% were from beef cattle, 24.8% from dairy cattle, and the remaining 3.9% from swine, horses, sheep, goats, bison, and mules and asses. Thus, ruminant methane emission estimates calculated using our "bottom-up" approach were comparable to the current US EPA estimates. Our estimates were also independently verified by our collaborators using enteric methane prediction equations proposed by Moraes et al. (2013)(https://onlinelibrary.wiley.com/doi/full/10.1111/gcb.12471).

The Miller et al. analysis also included manure methane emissions. We used USDA-NASS inventories for cattle, swine (59,387,000 mark swine and 5,834,000 breeding swine), and poultry (a total of 8.562 billion birds) and IPCC (2006; Intergovernmental Panel on Climate Change, Chapter 10. Emissions from livestock and manure management. Guidelines for National Greenhouse Inventories. Vol. 4. Agriculture, Forestry and Other Land Use) manure methane emission factors [from 0.02 (most poultry categories), to 1 (beef cattle), and (dairy cows) kg/hd/yr] to estimate emissions from manure management. Using this approach, manure emissions in the U.S. were estimat at 1.60 Tg/yr, which is lower than the current, 2012, US EPA estimate of 2.52 Tg/yr (2.5 Tg in 2008). We have to point out that the US EI figure is perhaps more realistic and representative of manure systems in the U.S. than our estimates based in IPCC emission factors.

Based on our analysis, the conclusions by Miller et al. that US EPA estimates for livestock methane emissions are grossly underestimatec appears to be unsubstantiated. Methane production in the rumen must come from fermentation of dietary substrate (mostly carbohydrat and emission rates are established and relatively well-studied by the animal science community. Feed intake can also be reliably predicte based on animal requirements and national cattle inventories are accurate.

Thus, we are confident that enteric methane emission estimates derived using our "bottom-up" approach, which are similar to current U EPA data, are accurate and more representative of actual methane emissions from livestock than the Miller et al. estimates, which are based on uncertain assumptions regarding methane source differentiation. There needs to be more research to more closely link "top-down" and "bottom-up" inventories. Both techniques are important and using them together can assist in reducing the error associated with estimates of greenhouse gas emission by ruminants. We also find a need for a more detailed inventory of manure systems for all fa animal species and categories, which will help to more accurately estimate greenhouse gas (and ammonia) emissions from animal manu in the U.S.

Authors

Exhibit 3

Table 2. DRAFT San Luis Obispo County Efficiency & Bright-line CEQA GHG Thresholds[a] Between 2020 & 2030 and Between 2030 & 2045 for Residential, Commercial, and Mix-use New Development Projects

							SB 32 Based SLO County Efficiency & Bright-line Thresholds (2020 - 2030)										
							YEAR										
	BAU 2005	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
POPULATION[b]							282,424	285,358	288,292	291,227	294,161	297,095	298,814	300,534	302,253	303,973	30
EMPLOYMENT[c]		114,304	114,612	114,919	115,227	115,534	115,842	116,795	117,747	118,700	119,652	120,605	121,495	122,385	123,274	124,164	12
SERVICE POPULATION[d]							398,266	402,153	406,040	409,926	413,813	417,700	420,309	422,918	425,528	428,137	43
RATIO of EMPLOYMENT to POPULATION							0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	
	[e]				[e]												
GHG EMISSIONS INVENTORY TOTAL LAND USE SECTOR EMISSIONS (MT/Yr):	2,617,097				2,300,484		2,224,532	2,138,168	2,051,804	1,965,440	1,879,076	1,792,711	1,706,347	1,619,983	1,533,619	1,447,255	1,36
PERCENT REDUCTION (RELATIVE TO 2005)					12.1%		15.0%	18.3%	21.6%	24.9%	28.2%	31.5%	34.8%	38.1%	41.4%	44.7%	4
							[h]										[i]
GHG EFFICIENCY THRESHOLDS Based Soley on Targeted Annual SLO County Emission & Projected Service Pop. (MT/SP/Yr)							**5.6**	**5.3**	**5.1**	**4.8**	**4.5**	**4.3**	**4.1**	**3.8**	**3.6**	**3.4**	
GHG EFFICIENCY THRESHOLDS Adjusted for New Residential, Commercial, & Mixed Use Development (MT/SP/Yr)[f]							***5.2***	***4.9***	***4.7***	***4.4***	***4.2***	***4.0***	***3.8***	***3.6***	***3.3***	***3.1***	
GHG BRIGHT-LINE THRESHOLDS for New Residenital, Commercial, & Mixed Use Development (MT/Yr)[g]							***1,150***	***1,090***	***1,040***	***980***	***930***	***880***	***830***	***780***	***740***	***690***	

1,150 MT/yr is AB32 based SLO County 2020 bright-line threshold based on projections of new development, adopted in 2012, and supported by substanital evidence.

(Substantial evidence for the AB 32 based thresholds: https://storage.googleapis.com/slocleanair-org/images/cms/upload/files/Greenhouse%20Gas%20Thresholds%20and%20Supporting%20Evidence%204-2-2012.pdf)

[a] *Method for quantifying adjusted 2020 to 2045 GHG efficiency & bright-line CEQA GHG thresholds was adapted from method by Ambient Air Quality & Noise Consulting (https://www.ambient.consulting/about.html).*

[b] *SLO County's 2020 population value from U.S. Census (https://www.census.gov/quickfacts/sanluisobispocountycalifornia). 2021-2045 pop. values are interpolated from 5-year Med. Scenario pop. projections in SLOCOG's 2050 Reg. Growth Forecast; Fig. 116 (https://www.dropbox.com/s/gia0tlcyqs51a3w/2050RegionalGrowthForecast_01FullReport_RevDec2018.pdf?dl=0)*

[c] *SLO County's 2015 to 2045 employment values are interpolated from 5-year Medium Scenario employment projections in SLOCOG's 2050 Regional Growth Forecast; Fig. 126.*

[d] *Service population represents total population and employment for the county. Interim years are based on a linear interpolation.*

[e] *Actual 2005 & 2018 land use emissions show good progress toward the 2020 GHG reduction target (15% reduction relative to 2005). Emissions are from the following land use-driven sectors: **On-road, Offroad, Electricity Generation, Residential/Commercial Fuel Use, Solid Waste, Water, and Wastewater**. See SLO County APCD file: ExpandedSLOCountyWide-2005&2018InventoryDetailedReport.xlsx.*

[f] *The adjustment to the annual GHG Efficiency Thresholds shown above was made to factor in GHG reductions needed specifically for new development using proxy information from SLO City. SLO City's 2020 Climate Action Plan's Appendix C – CEQA GHG Emissions Thresholds and Guidance defined a carbon neutral Efficiency Threshold of 0.7 MT/SP/yr. The SLO efficiency threshold was established for new development and is 90% of the APCD developed 2045 carbon neutral efficiency threshold of 0.8 MT/SP/yr that does not isolate new development. To factor in new development, the APCD developed efficiency thresholds were multiplied by 0.9.*
Note: The SLO City CAP includes a Mixed Use efficiency threshold of 0.9 MT/SP/yr which is less stringent than its residential & commercial efficiency thresholds of 0.7 MT/SP/yr. To be conservative, adjusted Efficiency Thresholds in this Table for SLO County are applicable to residential, commercial, and mixed use.
See: Figures 4 and Table 7 in SLO City's 2020 Climate Action Plan's Appendix C – CEQA GHG Emissions Thresholds and Guidance: https://www.slocity.org/home/showpublisheddocument/27835/637334343695800000

[g] *The bright-line thresholds for 2021 to 2045 were determined as a ratio of the efficiency threshold for the given year relative to the updated 2020 efficiency threshold and multiplied by the previous, AB 32 substantial evidence based APCD brightline-threshold for new residential and commercial development.*

[h] *The AB 32 2020 target is to reduce emissions to 1990 emission levels. Per the 2008 and 2017 CARB scoping plans, 1990 emissions are equivalent to 15% below 2005 emissions.*

[i] *The SB 32 2030 target is to reduce emissions 40% from 1990 emissions, or to reach 60/100 of 1990 emissions by 2030. Since 2005 emissions are 115/100 of 1990 emissions, the target in terms of 2005 emissions is to reach 60/115 or 52.17% of 2005 emissions, or a 47.83% reduction in 2005 emissions. APCD rounded this value to 48%.*

[j] *The AB 1279 2045 target is to reduce emissions 85% from 1990 emissions, or to reach 15/100 of 1990 emissions by 2045. Since 2005 emissions are 115/100 of 1990 emissions, the target in terms of 2005 emissions is to reach 15/115 or 13.04% of 2005 emissions, or a 86.96% reduction in 2005 emissions. APCD rounded this value to 87%.*

	2015-2020	2020-2025	2025-2030	2030-2035	2035-2040	2040-2045	
Population Increments		2,934	1,719	1,331	715.2	420.6	Linear annual increments between 5 year population projections in SLOCOG's 2050 Regional Growth Forecast
Employment Increments	307.6	952.6	889.8	691.6	465.0	334.8	Linear annual increments between 5 year employment projections in SLOCOG's 2050 Regional Growth Forecast

See: https://www.dropbox.com/s/gia0tlcyqs51a3w/2050RegionalGrowthForecast_01FullReport_RevDec2018.pdf?dl=0

	2020-2030	2030-2045	
GHG Reduction Increments	86,364	68,045	Linear annual GHG reduction increments between to reach 2030 & 2045 target GHG reductions relative to 2005

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
1010 10TH Street, Suite 3400, Modesto, CA 95354
Planning Phone: (209) 525-6330 Fax: (209) 525-5911
Building Phone: (209) 525-6557 Fax: (209) 525-7759

COUNTY OF STANISLAUS
CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use or funding, including most contracts and franchises, pending before the Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use or funding, you are prohibited from making a campaign contribution of more than $250 to any member of the Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board, hereinafter referred to as Member, who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board. In addition, no Member who may participate in your proceeding alternate may solicit or accept a campaign contribution of more than $250 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your property owner(s), subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $250 to any Member who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than $250 to any individual Member who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Member must disqualify himself or herself from the decision. However, disqualification is not required if the Member returns the campaign contribution within 30 days from the time the Member or official knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use or funding" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use or funding, including all entitlements for land use or grant funding, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."

3. To determine whether a campaign contribution of more than $250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your property owner, your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Members who may participate in your proceeding are not aggregated.

4. A list of Board of Supervisors, Planning Commission, Airport Land Use Commission, and Building Code Appeals Board members is attached to the Campaign Contribution Disclosure Form.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

Attachment - Campaign Contribution Disclosure Form

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: PLN2021-0104
Application Title: Kooistra Dairy
Application Address: 5831 and 5837 Hultberg Road Turlock
Application APN: 057-017-005

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ☐ No ☒

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: ______

Contributor or Contributor Firm's Name: ______

Contributor or Contributor Firm's Address: ______

Is the Contributor:

The Applicant	Yes ☐	No ☐
The Property Owner	Yes ☐	No ☐
The Subcontractor	Yes ☐	No ☐
The Applicant's Agent/ Lobbyist	Yes ☐	No ☐

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

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: ______

Name of Contributor: ______

Date(s) of Contribution(s): ______

Amount(s): ______

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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

4-24-24
Date

[redacted]

Print Firm Name if applicable

Sam Kooistra – Cynthia Kooistra
Print Name of Applicant

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: PLN2021-0104
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Yes ☐ No ☑

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: ______

Contributor or Contributor Firm's Name: ______

Contributor or Contributor Firm's Address: ______

Is the Contributor:

The Applicant	Yes ☐ No ☐
The Property Owner	Yes ☐ No ☐
The Subcontractor	Yes ☐ No ☐
The Applicant's Agent/ Lobbyist	Yes ☐ No ☐

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

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: ______

Name of Contributor: ______

Date(s) of Contribution(s): ______

Amount(s): ______

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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

04-24-2024
Date

[redacted]
Signature of Applicant

Sam Kooistra
Print Name of Applicant

______
Print Firm Name if applicable

Attachment: Levine Act Disclosure Forms (SPH Appeal of PC Approval of UP PLN2021-0104 - Kooistra Dairy)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: PLN2021-0104
Application Title: Kooistra Dairy
Application Address: 5831 and 5837 Hultberg Road Turlock
Application APN: 057-017-005

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicat's proposed subcontractors or the applicant's agent or lobbyist?

Yes ☐ No ☒

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: ______

Contributor or Contributor Firm's Name: ______

Contributor or Contributor Firm's Address: ______

Is the Contributor:

The Applicant	Yes ☐	No ☐
The Property Owner	Yes ☐	No ☐
The Subcontractor	Yes ☐	No ☐
The Applicant's Agent/ Lobbyist	Yes ☐	No ☐

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

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: ______

Name of Contributor: ______

Date(s) of Contribution(s): ______

Amount(s): ______

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

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

4/25/2024
Date

[redacted] Digitally signed by Manny Sousa
Date: 2024.04.25 19:38:01
-07'00'
Signature of Applicant

Sousa Engineering
Print Firm Name if applicable

Print Name of Applicant

Attachment: Levine Act Disclosure Forms (SPH Appeal of PC Approval of UP PLN2021-0104 - Kooistra Dairy)